

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 21st day of August 20 25

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

Now on this day the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for Position Number 55, Senior Facilities Maintenance Technician, and does hereby authorize an appropriation of \$23.50 per hour for the salary of said position.

Done this 21st day of August 2025.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

412 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the 21st day of August 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above FHR for Position 1124, Deputy Treasurer, and does hereby authorize an appropriation of \$20.00 per hour for the salary of said position.

Done this 21st day of August 2025.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

413-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 21st day of August 20 25


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

Now on this day, the County Commission of the County of Boone does hereby approve the acceptance of the following 2025-2026 MoDOT Highway Safety Contracts. It is further ordered the Presiding Commissioner is authorized to sign each contract.

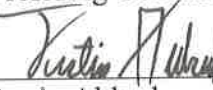
- Dedicated HMV Enforcement
- Dedicated Impaired Driving Enforcement
- Impaired Driving Enforcement
- HMV Enforcement

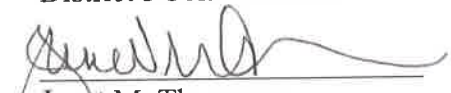
Done this 21st day of August 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

06/10/2025

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

Project Title: Dedicated HMV Enforcement
Project Number: 26-PT*-02-003
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Name of Grantee
Boone County Sheriff's Office

Type of Project: Initial

Grantee County
Boone

Started: 10/01/2025

Grantee Address
2121 County Dr.

Columbia, MO 65202-9064

Federal Funds Benefiting

| | |
|---------------|--------------|
| State: | |
| Local: | \$208,083.49 |
| Total: | \$208,083.49 |

| | |
|------------------|--------------|
| Telephone | Fax |
| 573-875-1111 | 573-874-8953 |

Source of Funds

| | |
|-----------------|--------------|
| Federal: | \$208,083.49 |
| State: | |
| Local: | \$94,670.66 |
| Total: | \$302,754.15 |

Contract Period

Effective: 10/01/2025

Through: 09/30/2026

Prepared By
Van Loo, Tara

| | |
|--|-------------|
| Subrecipient Authorizing Official | Date |
| Subrecipient Project Director | Date |
| MHTC Authorizing Official | 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 \$208,083.49**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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 value of \$10,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

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

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

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

D. OMB AUDIT: A subrecipient that expends \$1,000,000 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 \$1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

CONTRACT CONDITIONS - PAGE 6

- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
- 6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

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

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

CONTRACT CONDITIONS - PAGE 10

- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier 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 Participant 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 1200.

CONTRACT CONDITIONS - PAGE 11

- 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to 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 the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, 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 or debarment.

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

CONTRACT CONDITIONS - PAGE 12

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total \$500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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, the subrecipient is 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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers , employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .

- C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

- A. All costs should fall at or below CONUS rates for the location travelled to.
- B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.
- C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.
- D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.
- E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

- a) 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.
- b) 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.
- c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at:
<https://mobilization.rejis.org>.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

From 2022 to 2024, Boone County had 6,224 reported motor vehicle crashes and this number includes 57 fatal motor vehicle crashes. We know that more often than not, these motor vehicle crashes are caused, at least in part, by speeding, careless driving, inattention, or other hazardous moving violations.

When looking at the probable contributing circumstances for the 6,224 reported motor vehicle crashes there are several that stand out. Below are the various probable contributing circumstances and the number of crashes that listed them as a probable factor in the crash:

Failed to Yield: 1,251 total
Following too Close: 973 total
Too Fast for Conditions: 647 total
Distracted/Inattentive: 734 total
Improper Lane use/Change: 944 total
Violation Signal/Sign: 399 total
Speed - Exceeded Limit: 248 total
Improper Turn: 167 total
Improper Passing: 88 total
Wrong Side (not passing): 61 total

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

The goal of the Boone County Sheriff's Office is to continue our commitment to decreasing hazardous moving violation driving related crashes, to include fatality crashes. During the 2025-2026 grant year, we plan to continue to utilize our dedicated HMV/Traffic Unit to assist in addressing hazardous driving on a regular daily basis, in addition to conducting HMV slowdown patrols throughout the year.

An objective is for our dedicated HMV/Traffic unit to maintain a high profile, which includes outreach opportunities and highly visible patrol activities.

PROJECT DESCRIPTION

The Boone County Sheriff's Office plans to continue using our dedicated HMV/Traffic Unit personnel to combat hazardous moving violations in Boone County. If approved, this grant will fund salary and benefit costs of two members of the Traffic Unit who will be tasked with conducting HMV enforcement.

Enforcement will be performed throughout Boone County with concentration on known problem areas and areas with high traffic volumes. Deputies will primarily work between the hours of 7:00 a.m. and 7:00 p.m. Our goal will be to address all observed violations, with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too close, careless and imprudent driving, stop sign/red-light violation, failure to yield, and lane violations, to reduce the hazardous moving violation driving related crashes to include fatality crashes.

The focus of our enforcement efforts will primarily be on county roadways, US Highway 63, Interstate 70, various state maintained roadways within Boone County, and city streets within the City of Columbia. In 2024, Boone County had 19 fatal motor vehicle crashes. Of the 19 fatal crashes, 12 of them occurred within the city of Columbia, 5 occurred on state highways outside of the City of Columbia and 2 occurred on county roadways. The Boone County Sheriff's Office Traffic Unit will focus their enforcement efforts on all roadways within Boone County.

Our current dedicated hazardous moving enforcement Deputies have been very successful in their enforcement efforts, therefore we would like to add a third (Sergeant) to the dedicated hazardous moving enforcement grant. 100% funding is requested the first year, 75 % funding the second year, then 50% funding the following years.

The local law enforcement agency responsible for traffic enforcement of the largest population within our county has recently disbanded their DWI unit and only employs one full time HMV unit. Traffic enforcement has not been a priority for this agency and their actions support this idea. A single HMV unit is not a sufficient amount of enforcement needed for the population they serve and this is reflected in the high number of crashes in the past years.

In addition to the two currently funded dedicated hazardous moving enforcement Deputies, if approved, the dedicated Sergeant would perform hazardous moving enforcement just as the dedicated hazardous moving enforcement Deputies. In addition, the Sergeant would directly supervise and coordinate all traffic enforcement and DWI enforcement deputies rather than have them supervised by various squad Sergeants. Along with the supervision of the four (4) Deputies, the Sergeant would be responsible for coordinating and supervising HMV and DWI enforcement details, representing the BCSO Traffic Unit as needed (e.g., advisory boards, meetings, events, etc.), grants administration (e.g., complete/submit applications, complete grant reports, etc.), and coordinate traffic enforcement efforts with our law enforcement partners.

If granted, this Sergeants position would not start until January 1, 2026 due to our budgeting process therefore the funds requested reflect this.

SUPPLEMENTAL INFORMATION

| <u>Question</u> | <u>Answer</u> |
|--|---------------|
| You must answer the following questions. | |
| 1 Does your agency have and enforce a safety belt policy for all employees/personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to MOCARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 If NO, please explain. | |
| 9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 If YES, please explain. | |
| 11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 If YES, please explain. | |
| 13 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 |
| 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 no unexpended balances. | |
| 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 UEI 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. | 173 |
| 19 Total number of speeding citations written by your agency. | 1,430 |
| 20 Total number of HMV citations written by your agency. | 1,723 |
| 21 Total number of child safety/booster seat citations written by your agency. | 5 |
| 22 Total number of safety belt citations written by your agency. | 57 |
| 23 Total number of warnings issued. | 8,748 |

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. | 6,224 |
| 25 Total number of traffic crashes resulting in a fatality. | 57 |
| 26 Total number of traffic crashes resulting in a serious injury. | 1,742 |
| 27 Total number of speed-related traffic crashes. | 895 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 25 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 284 |
| 30 Total number of alcohol-related traffic crashes. | 317 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 11 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 101 |
| 33 Total number of unbuckled fatalities. | 26 |
| 34 Total number of unbuckled serious injuries. | 55 |

Enter your agency's information below.

| | |
|--|----|
| 35 Total number of commissioned law enforcement officers. | 75 |
| 36 Total number of commissioned patrol and traffic officers. | 69 |
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 69 |
| 38 Total number of vehicles available for enforcement. | 48 |
| 39 Total number of radars/lasers. | 54 |

40 Total number of in-car video cameras. 48

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT's- 49

Oral fluid testing device - 1

42 Total number of Breath Instruments. 4

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

43 Identify primary enforcement locations.

In analyzing the 6,224 motor vehicle crashes that occurred within Boone County 2022 to 2024, 560 (9.0%) occurred on Interstate 70, 725 (11.6%) occurred on US Highways, 532 (8.5%) occurred on county roads, and 2326 (37.4 %) occurred on city streets.

Based on these numbers, and the fact that the Boone County Sheriff's Office is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, our slowdown operations and HMV enforcement will include enforcement efforts primarily focused on county roadways , US Highway 63, US Highway 40, Interstate 70, various state maintained roadways within Boone County, and city streets within the City of Columbia. Enforcement efforts will be performed in high traffic areas and areas known for violations and/or crashes throughout Boone County and the City of Columbia.

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

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2022 to 2024, the frequency of crashes within Boone County ranged from 366 to 605 in any given month; therefore, the Boone County Sheriff's Office will conduct this enforcement year-round (October - September).

Below shows the 2022 to 2024 traffic crashes by month in Boone County:

- January - 546
- February - 507
- March - 546
- April - 536
- May - 566
- June - 480
- July - 450
- August - 604
- September - 605
- October - 562
- November - 456
- December - 366

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

According to the statistics from 2022 to 2024, motor vehicle crashes within Boone County occur each day of the week; however, 77.5% of the crashes occurred Monday through Friday. Most of our enforcement efforts will be conducted Monday through Friday.

Below shows the 2022 to 2024 traffic crashes by day of week in Boone County:

Sunday – 613
Monday – 853
Tuesday – 882
Wednesday – 1,007
Thursday – 1,034
Friday – 1,052
Saturday – 771
Unknown – 12

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

According to the statistics from 2022 to 2024, approximately 73.0% (4,547 of 6,224) of the total number of traffic crashes in Boone County occurred between the hours of 7:00 a.m. and 7:00 p.m. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 7:00 a.m. and 7:00 p.m., though this may vary occasionally.

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

3

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

Vehicle and equipment are requested to outfit a new Dedicated Sergeant. A vehicle containing a mobile data terminal (MDT), dual radar unit, and necessary equipment will be used on a daily basis by our Sergeant for HMV enforcement.

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 MOCARS 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) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

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

The project will be evaluated by looking at the crash statistics and the enforcement done by the deputies assigned to the grant.

ADDITIONAL FUNDING SOURCES

Edward Byrne Memorial Justice Assistance Grant: 2022-15PBJA-22-GG-02560-JAGX (JAG) - BCSD Awarded \$14,518.00 - 10/1/2021 - 9/30/2025

Edward Byrne Memorial Justice Assistance Grant: 2023-15PBJA-23-GG-06067-JAGX (JAG) - BCSD Awarded \$17,524.00 - 10/1/2022 - 9/30/2026

Edward Byrne Memorial Justice Assistance Grant: 2024 - 15PBJA-24-GG-05043-JAGX (JAG) - BCSD Awarded \$17,004.80 - 10/1/2023 - 9/30/2027

Missouri Internet Crimes Against Children Task Force Award number - 15PJDP-23-GK-05178-MECP Awarded \$14,000.00 for equipment and/or training, 10/03/24 - 08/31/2025

2025 State Cyber Crimes Grant (SCCG) - 2025-SCCG-001 - \$303,044.00 - 2025

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|-----------------------|---------------------------------|--|-----------------|-------------|---------------------|--------------------|------------------------|
| Equipment | | | | | | | |
| | Vehicle | Ford Interceptor for additional dedicated enforcement hours. | 1.00 | \$47,819.10 | \$47,819.10 | \$0.00 | \$47,819.10 |
| | | | | | \$47,819.10 | \$0.00 | \$47,819.10 |
| Personnel | | | | | | | |
| | Enforcement Hours and/or Fringe | 1,387 hours of dedicated HMV enforcement for dedicated Sergeant hours. Rate includes fringe. Prorated to start Jan. 1, 2026. | 1.00 | \$63,593.72 | \$63,593.72 | \$0.00 | \$63,593.72 |
| | Enforcement Hours and/or Fringe | Deputy # 1 - 2,080 Hours of dedicated HMV enforcement which includes fringe. | 1.00 | \$95,130.96 | \$95,130.96 | \$47,565.48 | \$47,565.48 |
| | Enforcement Hours and/or Fringe | Deputy # 2 - 2,080 Hours of dedicated HMV enforcement which includes fringe. | 1.00 | \$94,210.37 | \$94,210.37 | \$47,105.18 | \$47,105.19 |
| | | | | | \$252,935.05 | \$94,670.66 | \$158,264.39 |
| Training | | | | | | | |
| | Professional Development | LETSAC conference for Deputies who fill the dedicated HMV position. | 2.00 | \$1,000.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| | | | | | \$2,000.00 | \$0.00 | \$2,000.00 |
| Total Contract | | | | | \$302,754.15 | \$94,670.66 | \$208,083.49 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2023_OMB_Circular_A-1 | 01/15/2025 |
| PDF | PDF Document | FT HMV County Authoriz: | 02/21/2025 |

CONTRACT

Form HS-1

Version: 1

05/14/2025

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

Project Title: Dedicated Impaired Driving Enforcement
Project Number: 26-ENF-03-004
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Name of Grantee
Boone County Sheriff's Office

Funding Source: 154 AL / 20.607

Grantee County
Boone

Type of Project: Initial

Started: 10/01/2025

Grantee Address
2121 County Dr.

Columbia, MO 65202-9064

Federal Funds Benefiting

| | |
|---------------|-------------|
| State: | |
| Local: | \$90,914.33 |
| Total: | \$90,914.33 |

| | |
|------------------|--------------|
| Telephone | Fax |
| 573-875-1111 | 573-874-8953 |

Source of Funds

| | |
|-----------------|--------------|
| Federal: | \$90,914.33 |
| State: | |
| Local: | \$89,714.33 |
| Total: | \$180,628.66 |

Contract Period

Effective: 10/01/2025
Through: 09/30/2026

Prepared By
Van Loo, Tara

| | |
|--|------|
| _____ | Date |
| Subrecipient Authorizing Official | |
| _____ | Date |
| Subrecipient Project Director | |
| _____ | Date |
| MHTC Authorizing Official | |

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$90,914.33**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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 value of \$10,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

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

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

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

D. OMB AUDIT: A subrecipient that expends \$1,000,000 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 \$1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

CONTRACT CONDITIONS - PAGE 6

- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
- 6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

CONTRACT CONDITIONS - PAGE 7

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 and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

CONTRACT CONDITIONS - PAGE 10

- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier 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 Participant 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 1200.

CONTRACT CONDITIONS - PAGE 11

- 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to 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 the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, 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 or debarment.

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

CONTRACT CONDITIONS - PAGE 12

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total \$500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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, the subrecipient is 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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers , employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .

- C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

- A. All costs should fall at or below CONUS rates for the location travelled to.
- B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.
- C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.
- D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.
- E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

- a) 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.
- b) 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.
- c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at:
<https://mobilization.rejis.org>.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

In the past three years (2022-2024) there have been 6,224 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,224 crashes, 317 were drinking involved crashes and 359 were drinking and/or drug involved crashes. Of the 317 drinking involved crashes, 101 of the crashes involved injury and 11 were fatal. Of the 359 drinking and/or drug involved crashes, 123 of the crashes involved injury and 17 involved a fatality.

Boone County and the City of Columbia, which is the county seat, consistently have problems with drinking involved crashes. Below are some of the rankings (2021-2023), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes:

- Alcohol Involved Traffic Crashes - Boone County ranked 8th (359) / City of Columbia ranked 6th (231).
- Disabling Alcohol Involved Traffic Crashes - Boone County ranked 10th (29) / City of Columbia ranked 6th (17).
- Fatal Alcohol Involved Traffic Crashes - Boone County ranked 7th (11) / City of Columbia ranked 3rd (5).

In 2024, the Boone County Sheriff's Office made at least 173 arrests for DWI. In 2024, Boone County experienced 88 total crashes involving drinking and/or drugs, 5 fatal drinking/drug involved motor vehicle crashes (5 total deaths), 36 personal injury drinking/drug involved crashes (62 persons injured), and 47 property damage drinking/drug involved crashes.

Our continued efforts have driven down drinking and/or drug involved crashes. In 2023, Boone County experienced 147 total crashes involving drinking and/or drugs, 7 fatal drinking/drug involved motor vehicle crashes (8 total deaths), 54 personal injury drinking/drug involved crashes (65 persons injured), and 86 property damage drinking/drug involved crashes.

Impaired driving continues to be a serious problem in Boone County.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

The goal of the Boone County Sheriff's Office is to continue our commitment to combating impaired driving and support the state goal of decreasing impaired driving fatalities annually. During the 2025-2026 grant year, we plan to continue to utilize our Full-Time DWI / Traffic Unit to assist in addressing impaired driving on a regular nightly basis, in addition to conducting DWI saturation patrols throughout the year.

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

PROJECT DESCRIPTION

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

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

As described in the supplemental section, these units will primarily work evening, night, and early morning hours (between 4:00 p.m. and 4:00 a.m.) throughout the week. They will be assigned as Traffic Enforcement Deputies and primarily tasked with focusing on arresting impaired drivers throughout Boone County. They will work high traffic areas, problem roadways (like U.S. 63, Interstate 70, MO 163, etc.), and other roadways around Boone County.

SUPPLEMENTAL INFORMATION

| Question | Answer |
|--|--------|
| You must answer the following questions. | |
| 1 Does your agency have and enforce a safety belt policy for all employees/personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to MOCARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 If NO, please explain. | |
| 9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 If YES, please explain. | |
| 11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 If YES, please explain. | |
| 13 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 |
| 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 no unexpended balances. | |
| 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 UEI 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. | 173 |
| 19 Total number of speeding citations written by your agency. | 1,430 |
| 20 Total number of HMV citations written by your agency. | 1,723 |
| 21 Total number of child safety/booster seat citations written by your agency. | 5 |
| 22 Total number of safety belt citations written by your agency. | 57 |
| 23 Total number of warnings issued. | 8,748 |

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. | 6,224 |
| 25 Total number of traffic crashes resulting in a fatality. | 57 |
| 26 Total number of traffic crashes resulting in a serious injury. | 1,742 |
| 27 Total number of speed-related traffic crashes. | 895 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 25 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 284 |
| 30 Total number of alcohol-related traffic crashes. | 317 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 11 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 101 |
| 33 Total number of unbuckled fatalities. | 26 |
| 34 Total number of unbuckled serious injuries. | 55 |

Enter your agency's information below.

| | |
|--|----|
| 35 Total number of commissioned law enforcement officers. | 75 |
| 36 Total number of commissioned patrol and traffic officers. | 69 |
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 69 |
| 38 Total number of vehicles available for enforcement. | 48 |
| 39 Total number of radars/lasers. | 54 |

40 Total number of in-car video cameras.

48

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT's- 49

Oral fluid testing device - 1

42 Total number of Breath Instruments.

4

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

43 Identify primary enforcement locations.

Drinking involved traffic crashes have been occurring all around Boone County. From 2022 through 2024, (181 of 317) 57.0% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads.

Our enforcement will be strongly focused on major thoroughfares in and around the City of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Interstate 70 (4.4% of the drinking involved traffic crashes), Highway 63 (7.2% of the drinking involved traffic crashes), Missouri 763 (2.8% of the drinking involved crashes), Missouri 163 (2.5% of the drinking involved crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

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

30

45 Enter the months in which enforcement will be conducted.

According to the statistics from 2022-2024, the frequency of drinking involved crashes within Boone County ranged from 21 to 39 in any given month; therefore, the Boone County Sheriff's Office will conduct our enforcement year-round (October - September).

Below shows the 2022-2024 drinking involved traffic crashes by month in Boone County:

January - 31

February - 32

March - 27

April - 25

May - 24

June - 24

July - 22

August - 33

September - 28

October - 31

November - 21

December - 39

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

According to the statistics from 2022 - 2024, drinking involved crashes within Boone County are likely to occur any day of the week, however, 73.5% of the drinking involved crashes occurred Thursday through Sunday, so our DWI Saturation patrols will mainly be focused on those days.

Below shows the 2022-2024 drinking involved traffic crashes by day of week in Boone County:

Sunday - 64
Monday - 35
Tuesday - 21
Wednesday - 28
Thursday - 37
Friday - 48
Saturday - 84

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

According to the statistics from 2022-2024, 82.3% of the drinking involved crashes within Boone County occurred between the hours of 4:00 p.m. and 4:00 a.m. and 64.3% of the drinking involved crashes within Boone County occurred between the hours of 8:00 p.m. and 4:00 a.m. The enforcement efforts of the Boone County Sheriff's Office will primarily be focused on hours falling between 4:00 p.m. and 4:00 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.

No equipment or supplies requested.

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 MOCARS 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) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

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

The project will be evaluated by looking at the drinking involved crashes and the enforcement conducted by the deputies assigned to the grant.

ADDITIONAL FUNDING SOURCES

Edward Byrne Memorial Justice Assistance Grant: 2022-15PBJA-22-GG-02560-JAGX (JAG) - BCSD Awarded \$14,518.00 - 10/1/2021 - 9/30/2025

Edward Byrne Memorial Justice Assistance Grant: 2023-15PBJA-23-GG-06067-JAGX (JAG) - BCSD Awarded \$17,524.00 - 10/1/2022 - 9/30/2026

Edward Byrne Memorial Justice Assistance Grant: 2024 - 15PBJA-24-GG-05043-JAGX (JAG) - BCSD Awarded \$17,004.80 - 10/1/2023 - 9/30/2027

Missouri Internet Crimes Against Children Task Force Award number- 15PJDP-23-GK-05178-MECP Awarded \$14,000.00 for equipment and/or training, 10/03/24 - 08/31/2025

2025 State Cyber Crimes Grant (SCCG) - 2025-SCCG-001 - \$303,044.00 - 2025

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|-----------------------|---------------------------------|---|-----------------|-------------|---------------------|--------------------|------------------------|
| Personnel | | | | | | | |
| | Enforcement Hours and/or Fringe | 2,080 hours of dedicated DWI enforcement which includes fringe. | 2.00 | \$89,714.33 | \$179,428.66 | \$89,714.33 | \$89,714.33 |
| | | | | | \$179,428.66 | \$89,714.33 | \$89,714.33 |
| Training | | | | | | | |
| | Professional Development | Training and conference for dedicated enforcement deputies (Example: DWI/DRE conference). | 2.00 | \$600.00 | \$1,200.00 | \$0.00 | \$1,200.00 |
| | | | | | \$1,200.00 | \$0.00 | \$1,200.00 |
| Total Contract | | | | | \$180,628.66 | \$89,714.33 | \$90,914.33 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2023_OMB_Circular_A-1 | 01/15/2025 |
| PDF | PDF Document | FT DWI County Authorize | 02/21/2025 |

CONTRACT

Form HS-1

Version: 1

05/14/2025

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

Project Title: Impaired Driving Enforcement
Project Number: 26-ENF-03-003
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Name of Grantee
 Boone County Sheriff's Office

Funding Source: 154 AL / 20.607

Grantee County
 Boone

Type of Project: Initial

Started: 10/01/2025

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

Federal Funds Benefiting

State: _____
Local: _____ \$14,200.00
Total: \$14,200.00

Telephone
 573-875-1111

Fax
 573-874-8953

Source of Funds

Federal: \$14,200.00
State: _____
Local: _____ \$0.00
Total: \$14,200.00

Contract Period
Effective: 10/01/2025
Through: 09/30/2026

Prepared By
 Van Loo, Tara

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

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 \$14,200.00**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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 value of \$10,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

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

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

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

D. OMB AUDIT: A subrecipient that expends \$1,000,000 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 \$1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
- 6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

CONTRACT CONDITIONS - PAGE 7

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 and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIENTATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

CONTRACT CONDITIONS - PAGE 10

- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier 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 Participant 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 1200.

CONTRACT CONDITIONS - PAGE 11

- 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to 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 the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, 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 or debarment.

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

CONTRACT CONDITIONS - PAGE 12

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total \$500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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, the subrecipient is 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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include: mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

- C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

- A. All costs should fall at or below CONUS rates for the location travelled to.
- B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.
- C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.
- D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.
- E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

- a) 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.
- b) 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.
- c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at:
<https://mobilization.rejis.org>.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

In the past three years (2022-2024) there have been 6,224 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,224 crashes, 317 were drinking involved crashes and 359 were drinking and/or drug involved crashes. Of the 317 drinking involved crashes, 101 of the crashes involved injury and 11 were fatal. Of the 359 drinking and/or drug involved crashes, 123 of the crashes involved injury and 17 involved a fatality.

Boone County and the City of Columbia, which is the county seat, consistently have problems with drinking involved crashes. Below are some of the rankings (2021-2023), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking involved crashes:

- Alcohol Involved Traffic Crashes - Boone County ranked 8th (359) / City of Columbia ranked 6th (231).
- Disabling Alcohol Involved Traffic Crashes - Boone County ranked 10th (29) / City of Columbia ranked 6th (17).
- Fatal Alcohol Involved Traffic Crashes - Boone County ranked 7th (11) / City of Columbia ranked 3rd (5).

In 2024, the Boone County Sheriff's Office made at least 173 arrests for DWI. In 2024, Boone County experienced 88 total crashes involving drinking and/or drugs, 5 fatal drinking/drug involved motor vehicle crashes (5 total deaths), 36 personal injury drinking/drug involved crashes (62 persons injured), and 47 property damage drinking/drug involved crashes.

Our continued efforts have driven down drinking and/or drug involved crashes. In 2023, Boone County experienced 147 total crashes involving drinking and/or drugs, 7 fatal drinking/drug involved motor vehicle crashes (8 total deaths), 54 personal injury drinking/drug involved crashes (65 persons injured), and 86 property damage drinking/drug involved crashes.

Impaired driving continues to be a serious problem in Boone County.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

A goal of the Boone County Sheriff's Office is to continue utilizing DWI saturation enforcement patrols throughout the year to combat impaired driving in support of the state goal of decreasing impaired driving fatalities. During the 2025-2026 grant year, the Boone County Sheriff's Office plans to conduct monthly DWI saturation patrols.

PROJECT DESCRIPTION

The Boone County Sheriff's Office plans to continue using our DWI enforcement patrols to combat impaired driving. Our intention is to schedule an average of six "shifts" per month that are each 4 hours in length for an average of 24 hours of enforcement per month. These six shifts may be grouped together to allow several deputies to work at the same time or they may be spread throughout the month. If approved, this grant will fund the overtime and fringe benefit costs of those working overtime conducting these DWI saturation enforcement patrols.

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

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

SUPPLEMENTAL INFORMATION

| Question | Answer |
|--|--------|
| You must answer the following questions. | |
| 1 Does your agency have and enforce a safety belt policy for all employees/personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to MOCARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 If NO, please explain. | |
| 9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 If YES, please explain. | |
| 11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 If YES, please explain. | |
| 13 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 |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a substantial unexpended balance with our DWI saturation grant in the past . Due to patrol staffing levels, there has been some difficulty in filling the saturation and slowdown details throughout the year. We are near fully staffed so hopefully we will receive volunteers to fill these details . | |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? | No |
| 17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI 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. | 173 |
| 19 Total number of speeding citations written by your agency. | 1,430 |
| 20 Total number of HVM citations written by your agency. | 1,723 |
| 21 Total number of child safety/booster seat citations written by your agency. | 5 |
| 22 Total number of safety belt citations written by your agency. | 57 |
| 23 Total number of warnings issued. | 8,748 |

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. | 6,224 |
| 25 Total number of traffic crashes resulting in a fatality. | 57 |
| 26 Total number of traffic crashes resulting in a serious injury. | 1,742 |
| 27 Total number of speed-related traffic crashes. | 895 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 25 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 284 |
| 30 Total number of alcohol-related traffic crashes. | 317 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 11 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 101 |
| 33 Total number of unbuckled fatalities. | 26 |
| 34 Total number of unbuckled serious injuries. | 55 |

Enter your agency's information below.

| | |
|--|----|
| 35 Total number of commissioned law enforcement officers. | 75 |
| 36 Total number of commissioned patrol and traffic officers. | 69 |
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 69 |
| 38 Total number of vehicles available for enforcement. | 48 |

- 39 Total number of radars/lasers. 54
- 40 Total number of in-car video cameras. 48
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
- PBT's - 49
- Oral fluid testing device - 1
- 42 Total number of Breath Instruments. 4

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

- 43 Identify primary enforcement locations.

Drinking involved traffic crashes have been occurring all around Boone County. From 2022 through 2024, (181 of 317) 57.0% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads.

Our enforcement will be strongly focused on major thoroughfares in and around the City of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Interstate 70 (4.4% of the drinking involved traffic crashes), Highway 63 (7.2% of the drinking involved traffic crashes), Missouri 763 (2.8% of the drinking involved crashes), Missouri 163 (2.5% of the drinking involved crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

- 44 Enter the number of enforcement periods your agency will conduct each month. 6
- 45 Enter the months in which enforcement will be conducted.

According to the statistics from 2022-2024, the frequency of drinking involved crashes within Boone County ranged from 21 to 39 in any given month; therefore, the Boone County Sheriff's Office will conduct our enforcement year-round (October - September).

Below are the 2022-2024 drinking involved traffic crashes by month in Boone County:

January - 31
 February - 32
 March - 27
 April - 25
 May - 24
 June - 24
 July - 22
 August - 33
 September - 28
 October - 31
 November - 21
 December - 39

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

According to the statistics from 2022 - 2024, drinking involved crashes within Boone County are likely to occur any day of the week, however, 73.5% of the drinking involved crashes occurred Thursday through Sunday, so our DWI saturation patrols will mainly be focused on those days.

Below are the 2022-2024 drinking involved traffic crashes by day of week in Boone County:

Sunday - 64
Monday - 35
Tuesday - 21
Wednesday - 28
Thursday - 37
Friday - 48
Saturday - 84

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

According to the statistics from 2022-2024, 82.3% of the drinking involved crashes within Boone County occurred between the hours of 4:00 p.m. and 4:00 a.m. and 64.3% of the drinking involved crashes within Boone County occurred between the hours of 8:00 p.m. and 4:00 a.m. The enforcement efforts of the Boone County Sheriff's Office will primarily be focused on hours falling between 4:00 p.m. and 4:00 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.

No equipment or supplies requested.

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 MOCARS 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) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

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

The project will be evaluated by looking at the drinking involved crashes and the enforcement conducted by the deputies assigned to the grant activities.

ADDITIONAL FUNDING SOURCES

Edward Byrne Memorial Justice Assistance Grant: 2022-15PBJA-22-GG-02560-JAGX (JAG) - BCSD Awarded \$14,518.00 - 10/1/2021 - 9/30/2025

Edward Byrne Memorial Justice Assistance Grant: 2023-15PBJA-23-GG-06067-JAGX (JAG) - BCSD Awarded \$17,524.00 - 10/1/2022 - 9/30/2026

Edward Byrne Memorial Justice Assistance Grant: 2024 - 15PBJA-24-GG-05043-JAGX (JAG) - BCSD Awarded \$17,004.80 - 10/1/2023 - 9/30/2027

Missouri Internet Crimes Against Children Task Force Award number - 15PJDP-23-GK-05178-MECP Awarded \$14,000.00 for equipment and/or training, 10/03/24 - 08/31/2025

2025 State Cyber Crimes Grant (SCCG) - 2025-SCCG-001 - \$303,044.00 - 2025

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|-----------------------|--------------------------|--|----------|-------------|-------------|--------|-----------------|
| Personnel | | | | | | | |
| | Overtime and/or Fringe | Overtime and fringe for Deputies working DWI Saturation Patrol (Approximately 167 hours). | 1.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 |
| | Overtime and/or Fringe | Overtime and fringe to reimburse the cost of a dedicated Communications Operator (dispatcher) for the details being conducted for this grant (approximately 25 hours). | 25.00 | \$40.00 | \$1,000.00 | \$0.00 | \$1,000.00 |
| | | | | | \$11,000.00 | \$0.00 | \$11,000.00 |
| Training | | | | | | | |
| | Professional Development | Training and conference for BCSO Deputies that have assisted in our traffic grant details (Example: DWI/DRE Conference). | 2.00 | \$600.00 | \$1,200.00 | \$0.00 | \$1,200.00 |
| | Professional Development | National DRE Conference cost for a selected DRE officer within the department to attend the conference. | 1.00 | \$2,000.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| | | | | | \$3,200.00 | \$0.00 | \$3,200.00 |
| Total Contract | | | | | \$14,200.00 | \$0.00 | \$14,200.00 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2023_OMB_Circular_A-1 | 01/15/2025 |
| PDF | PDF Document | DWI Saturation County A | 02/21/2025 |

CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

06/09/2025

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

Project Title: HMV Enforcement
Project Number: 26-PT*-02-002
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2025

Name of Grantee
Boone County Sheriff's Office

Grantee County
Boone

Grantee Address
2121 County Dr.

Columbia, MO 65202-9064

Federal Funds Benefiting

State:

Local: _____ \$28,200.00

Total: _____ \$28,200.00

Source of Funds

Federal: \$28,200.00

State:

Local: _____ \$0.00

Total: _____ \$28,200.00

Telephone
573-875-1111

Fax
573-874-8953

Contract Period
Effective: 10/01/2025
Through: 09/30/2026

Prepared By
Van Loo, Tara

Subrecipient Authorizing Official **Date**

Subrecipient Project Director **Date**

MHTC Authorizing Official **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 \$28,200.00**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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 value of \$10,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

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

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

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

D. OMB AUDIT: A subrecipient that expends \$1,000,000 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 \$1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

CONTRACT CONDITIONS - PAGE 6

- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
- 6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

CONTRACT CONDITIONS - PAGE 7

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 and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIENTATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

CONTRACT CONDITIONS - PAGE 10

- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

1. The prospective primary tier 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 Participant 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 1200.

CONTRACT CONDITIONS - PAGE 11

- 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to 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 the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, 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 or debarment.

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

CONTRACT CONDITIONS - PAGE 12

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total \$500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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, the subrecipient is 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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include: mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

- C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

- A. All costs should fall at or below CONUS rates for the location travelled to.
- B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.
- C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.
- D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.
- E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

- a) 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.
- b) 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.
- c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at:
<https://mobilization.rejis.org>.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

From 2022 to 2024, Boone County had 6,224 reported motor vehicle crashes and this number includes 57 fatal motor vehicle crashes. We know that more often than not, these motor vehicle crashes are caused, at least in part, by speeding, careless driving, inattention, or other hazardous moving violations.

When looking at the probable contributing circumstances for the 6,224 reported motor vehicle crashes there are several that stand out. Below are the various probable contributing circumstances and the number of crashes that listed them as a probable factor in the crash:

Failed to Yield: 1,251 total
Following too Close: 973 total
Too Fast for Conditions: 647 total
Distracted/Inattentive: 734 total
Improper Lane use/Change: 944 total
Violation Signal/Sign: 399 total
Speed - Exceeded Limit: 248 total
Improper Turn: 167 total
Improper Passing: 88 total
Wrong Side (not passing): 61 total

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

The goal of the Boone County Sheriff's Office is to continue our commitment to decreasing hazardous moving violation driving related crashes, to include fatality crashes. During the 2025-2026 grant year, we plan to continue to utilize our "Operation Slowdown" details to assist in addressing hazardous driving throughout the year. An objective is for our HMV slowdown enforcement to maintain a high profile, by conducting highly visible patrol activities.

PROJECT DESCRIPTION

The Boone County Sheriff's Office is planning to perform slowdown operation enforcement details every month from October 2025 through September of 2026. These "Operation Slowdown" details will be performed throughout Boone County with concentration on known high crash areas, work zone areas, and areas with high traffic volumes.

Our intention is to schedule an average of 6 "shifts" per month that are each 4 hours in length for an average of 24 hours of enforcement per month. These six shifts may be grouped together to allow several deputies to work at the same time or they may be spread throughout the month. Our goal will be to address all observed violations with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too close, careless and imprudent driving, stop sign/red-light violations, failure to yield, and lane violations.

We have traditionally divided the "Operation Slowdown" enforcement efforts between county-maintained roadways and the state-maintained roadways to include Interstate 70 and U.S. Highway 63, which historically have had a high number of serious and fatal traffic crashes. In 2024, Boone County had 19 fatal motor vehicle crashes. Of the 19 fatal crashes, 13 of them occurred within the city of Columbia, 5 occurred on state highways outside of the City of Columbia, and 3 occurred on county roadways. The Boone County Sheriff's Office will focus our enforcement efforts on roadways throughout Boone County.

We are also asking for funding to reimburse Boone County Joint Communications for costs of providing dedicated dispatcher/communications operators for HVM enforcement activities. Due to the increased workload these organized enforcement activities create for Boone County Joint Communications, they will often bring in a dedicated dispatcher/communications operator to work such a detail. We are asking for funding to cover 40 hours for dispatcher/communications operator costs throughout the grant year.

SUPPLEMENTAL INFORMATION

| <u>Question</u> | <u>Answer</u> |
|--|---------------|
| You must answer the following questions. | |
| 1 Does your agency have and enforce a safety belt policy for all employees/personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to MOCARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 If NO, please explain. | |
| 9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 If YES, please explain. | |
| 11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 If YES, please explain. | |
| 13 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 |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. We have experienced a small unexpended balance with our HMV grant in the past. Due to patrol staffing levels, there has been some difficulty in filling slowdown details throughout the year. We are near fully staffed so hopefully we will receive volunteers to fill these details. | |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? | No |
| 17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI 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. | 173 |
| 19 Total number of speeding citations written by your agency. | 1,430 |
| 20 Total number of HVM citations written by your agency. | 1,723 |
| 21 Total number of child safety/booster seat citations written by your agency. | 5 |
| 22 Total number of safety belt citations written by your agency. | 57 |
| 23 Total number of warnings issued. | 8,748 |

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. | 6,224 |
| 25 Total number of traffic crashes resulting in a fatality. | 57 |
| 26 Total number of traffic crashes resulting in a serious injury. | 1,742 |
| 27 Total number of speed-related traffic crashes. | 895 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 25 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 284 |
| 30 Total number of alcohol-related traffic crashes. | 317 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 11 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 101 |
| 33 Total number of unbuckled fatalities. | 26 |
| 34 Total number of unbuckled serious injuries. | 55 |

Enter your agency's information below.

| | |
|--|----|
| 35 Total number of commissioned law enforcement officers. | 75 |
| 36 Total number of commissioned patrol and traffic officers. | 69 |
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 69 |
| 38 Total number of vehicles available for enforcement. | 48 |

- 39 Total number of radars/lasers. 54
- 40 Total number of in-car video cameras. 48
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
 - PBT's - 49
 - Oral fluid testing device - 1
- 42 Total number of Breath Instruments. 4

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

- 43 Identify primary enforcement locations.

In analyzing the 6,224 motor vehicle crashes that occurred within Boone County 2022 to 2024, 560 (9.0%) occurred on Interstate 70, 725 (11.6%) occurred on US Highways, 532 (8.5%) occurred on county roads, and 2,326 (37.4 %) occurred on city streets.

Based on these numbers, and the fact that the Boone County Sheriff's Office is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, our slowdown operations and HMV enforcement will include enforcement efforts primarily focused on county roadways , US Highway 63, Interstate 70, various state maintained roadways within Boone County, and city streets within the City of Columbia. Enforcement efforts will be performed in high traffic areas and areas known for violations and/or crashes throughout Boone County and the City of Columbia.

- 44 Enter the number of enforcement periods your agency will conduct each month. 6

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

According to the statistics from 2022 to 2024, the frequency of crashes within Boone County ranged from 366 to 605 in any given month; therefore, the Boone County Sheriff's Office will conduct this enforcement year-round (October - September).

2022 to 2024 traffic crashes by month in Boone County:

- January - 546
- February - 507
- March - 546
- April - 536
- May - 566
- June - 480
- July - 450
- August - 604
- September - 605
- October - 562
- November - 456
- December - 366

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

According to the statistics from 2022 to 2024, motor vehicle crashes within Boone County occur each day of the week; however, 77.5% of the crashes occurred Monday through Friday. Most of our enforcement efforts will be conducted Monday through Friday.

2022 to 2024 traffic crashes by day of week in Boone County:

Sunday – 613
Monday – 853
Tuesday – 882
Wednesday – 1,007
Thursday – 1,034
Friday – 1,052
Saturday – 771
Unknown – 12

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

According to the statistics from 2022 to 2024, approximately 73.0% (4,547 of 6,224) of the total number of traffic crashes in Boone County occurred between the hours of 7:00 a.m. and 7:00 p.m. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 7:00 a.m. and 7:00 p.m., though this may vary occasionally.

48 Enter the number of officers assigned during the enforcement period. 3

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

We are asking for funding for three new radar units to replace old units that are used by our deputies during traffic enforcement details. 17 of our radar units are over 15 years old. The current replacement schedule is to only replace three radar units per year.

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 MOCARS 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) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

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

The project will be evaluated by looking at the crash statistics and the enforcement conducted by the deputies assigned to the grant.

ADDITIONAL FUNDING SOURCES

Edward Byrne Memorial Justice Assistance Grant: 2022-15PBJA-22-GG-02560-JAGX (JAG) - BCSD Awarded \$14,518.00 - 10/1/2021 - 9/30/2025

Edward Byrne Memorial Justice Assistance Grant: 2023-15PBJA-23-GG-06067-JAGX (JAG) - BCSD Awarded \$17,524.00 - 10/1/2022 - 9/30/2026

Edward Byrne Memorial Justice Assistance Grant: 2024 - 15PBJA-24-GG-05043-JAGX (JAG) - BCSD Awarded \$17,004.80 - 10/1/2023 - 9/30/2027

Missouri Internet Crimes Against Children Task Force Award number- 15PJDP-23-GK-05178-MECP Awarded \$14,000.00 for equipment and/or training, 10/03/24 - 08/31/2025

2025 State Cyber Crimes Grant (SCCG) - 2025-SCCG-001 - \$303,044.00 - 2025

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|-----------------------|--------------------------|--|-----------------|-------------|--------------------|---------------|------------------------|
| Equipment | | | | | | | |
| | RADAR/LIDAR | Stalker radar unit and accessories for speed enforcement | 3.00 | \$3,400.00 | \$10,200.00 | \$0.00 | \$10,200.00 |
| | | | | | \$10,200.00 | \$0.00 | \$10,200.00 |
| Personnel | | | | | | | |
| | Overtime and/or Fringe | Overtime and fringe for Deputies working slowdown (HMV) details under this grant (approximately 250 hours). | 250.00 | \$60.00 | \$15,000.00 | \$0.00 | \$15,000.00 |
| | Overtime and/or Fringe | Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher) for the slowdown (HMV) details being conducted for the grant (approximately 25 hours). | 25.00 | \$40.00 | \$1,000.00 | \$0.00 | \$1,000.00 |
| | | | | | \$16,000.00 | \$0.00 | \$16,000.00 |
| Training | | | | | | | |
| | Professional Development | LETSAC conference for BCSO Deputies that have assisted in fulfilling the HMV grant funded details. | 2.00 | \$1,000.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| | | | | | \$2,000.00 | \$0.00 | \$2,000.00 |
| Total Contract | | | | | \$28,200.00 | \$0.00 | \$28,200.00 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2023_OMB_Circular_A-1 | 01/15/2025 |
| PDF | PDF Document | HMV Slowdown County A | 02/21/2025 |

414-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of August

20 25

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

NOW on this 21st day of August 2025, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: Junk/trash (mattresses) on the premises.
4. The location of the public nuisance is as follows: Sunrise Est Lot 134, a/k/a 660 N WEST PARK LN parcel#17-315-12-01-065.00 01, Section 12, Township 48, Range 12 as shown by deed book 0\3591 page 0074 Boone County
5. The specific violation of the Code is: Junk/trash (mattresses) on premises in violation of section 6.3 and 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 4th of April, 2025 to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

CERTIFIED COPY OF ORDER

Term. 20

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

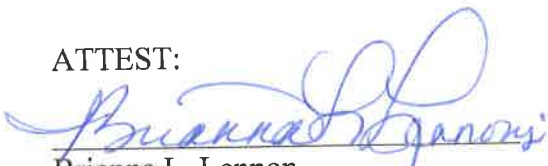
day of

20

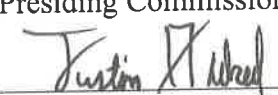
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

Done this 21st day of August 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

TRIPP FAMILY TRUST

660 N West Park Ln, Columbia, MO, 65201.

Department of Public Health Nuisance Violation- timeline of major events

4/22/2025: Citizen complaint received.

4/24/2025: Initial inspection conducted by Meenakshi Namburi- Notice of violation sent to owner by certified mail, return receipt requested.

6/29/2025: Letter received unsigned.

7/10/2025: Violation posted in newspaper.

7/28/2025: Reinspection conducted, violation still present.

7/29/2025: Contacted Voss landscaping for abatement quote.

TRIPP FAMILY TRUST

660 N West Park Ln, Columbia, MO, 65201.

Department of Public Health Nuisance Violation- timeline of major events

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Photographs taken 7/28/2025. 2:00 pm
660 N West Park Ln, Columbia, MO, 65201



Photographs taken 7/28/2025. 2:00 pm
660 N West Park Ln, Columbia, MO, 65201





Recorded In Boone County, Missouri

Date and Time 12/30/2009 at 02:13:27 PM

Instrument # 2009032078 Book 3591 Page 74

Grantor TRIPP, ROBERT M REVOCABLE LIVING TRUST

Grantee TRIPP, ROBERT M TRUSTEE

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

Bettie Johnson, Recorder of Deeds



GENERAL WARRANTY DEED

This Warranty Deed made and entered into this 30th day of Dec., 2009, by and between Robert M. Tripp and Patricia O. Tripp Revocable Living Trust of the County of Boone, State of Missouri, parties of the First Part, and Robert M. Tripp and Patricia O. Tripp, Trustees of The Tripp Family Trust w/vtd Feb. 23, 2009, of the County of Boone, State of Missouri, parties of the Second Part. Grantee's mailing address is 660 NW Parklane, Columbia, Missouri 65201

WITNESSETH: That the said parties of the First Part, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations paid by the parties of the Second Part, the receipt of which is hereby acknowledged, do be the presents Grant, Bargain and Sell, Convey and Confirm unto the said parties of the Second Part the following described Real Estate situated in the County of Boone and State of Missouri, to-wit;

Tract Number One Hundred Thirty-four (134) of SUNRISE ESTATES as shown on the Amended Plat recorded in Plat 7, Page 46, Records of Boone County, Missouri.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns FOREVER; the said parties of the First Part hereby covenanting that they are lawfully seized of and indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any in cumbrances done or suffered by them or those under whom they claimed title; and that they will warrant and defend the title to said premises unto the said parties of the Second Part, and to their heirs and assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hand the day and year first above written.

GRANTORS,

Robert M. Tripp
ROBERT M. TRIPP

Patricia O. Tripp
PATRICIA O. TRIPP

REAL ESTATE PARCEL DETAIL

Parcel 17-315-12-01-065.00 01 Property Location 660 N WEST PARK LN

City Road COMMON ROAD DIST (CO) School COLUMBIA (C1)
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner TRIPP FAMILY TRUST Subdivision Plat Book/Page 0007 0046
 Address 660 N WEST PARK LN Section/Township/Range 12 48 12
 Care Of Legal Description SUNRISE EST
 City, State, Zip COLUMBIA, MO 65201 LOT 134
 Lot Size 214.40 x 150.00
 Irregular Shape Y
 Deeded Acreage .00
 Calculated Acreage .00
 Deed Book/Page 3591 0074 2667 0071 0378 0783

Effective Date of Value 1/1/2025

| CURRENT APPRAISED | | CURRENT ASSESSED | |
|-------------------|----------------|------------------|---------------|
| Type | Total | Type | Total |
| RESIDENTIAL | 197,100 | RESIDENTIAL | 37,449 |
| Totals | 197,100 | Totals | 37,449 |

PROPERTY DESCRIPTION

Year Built 1968
 Basement CRAWL SPACE (2) Attic NONE (1)
 Bedrooms 4 Main Area 2,642
 Full Bath 2 Finished Basement Area 0
 Half Bath 1
 Total Rooms 9 Total Square Feet 2,642

VOSS Landscape & Tree Service

8501 N Hwy VV
Columbia, MO 65202

Estimate

| Date | Estimate # |
|-----------|------------|
| 7/30/2025 | 3463 |

| Name / Address | Customer Phone |
|--|---------------------------|
| Boone County Department Of Public Health Meenakshi Namburi 1005 W. Worley Street Columbia, MO 65203 | 573-874-7679 |
| | Customer E-mail |
| | meenakshi.namburi@como... |

| Project |
|---------|
| |

| Description | Qty | Cost | Total |
|---|------|--------------|----------|
| bid to mow and trim the entire property of 660 N West Park Ln | | | |
| Laborer | 0.75 | 65.00 | 48.75 |
| Foreman | 0.75 | 95.00 | 71.25 |
| Mower | 0.75 | 20.00 | 15.00 |
| Trimmer | 0.75 | 10.00 | 7.50 |
| Thank you for your business. | | Total | \$142.50 |

Customer Signature _____

VOSS Landscape & Tree Service

8501 N Hwy VV
Columbia, MO 65202

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 7/30/2025 | 3464 |

| | |
|--|---------------------------|
| Name / Address | Customer Phone |
| Boone County Department Of Public Health Meenakshi Namburi 1005 W. Worley Street Columbia, MO 65203 | 573-874-7679 |
| | Customer E-mail |
| | meenakshi.namburi@como... |

| | | | Project |
|--|-----|--------------|-----------------|
| Description | Qty | Cost | Total |
| Remove pile of box springs / mattresses @ 660 N West Park Lane | | 250.00 | 250.00 |
| Dumpster Fee | | 65.00 | 65.00 |
| Laborer | | 95.00 | 95.00 |
| Foreman | | 95.00 | 95.00 |
| Machine With Attachment Per Ton Disposal | | 85.00 | 85.00 |
| Thank you for your business. | | Total | \$590.00 |

Customer Signature _____

4/15-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 25


In the County Commission of said county, on the 21st day of August 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C001028 (MC250182006) with Gary Crossley Ford, LLC for the purchase of one Ford F150 SuperCrew. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

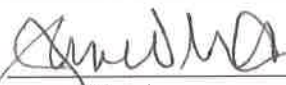
Done this 21st day of August 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymo.org

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: August 11, 2025
RE: **Cooperative Contract Award** – State of Missouri Office of Administration Contract #MC250182006 – New Motor Vehicles QVL with Gary Crossley Ford, LLC – for a New Ford F150 SuperCrew for the Road & Bridge Department.

The Boone County Purchasing Department requests permission to utilize the State of Missouri OA contract #MC250182006 – New Motor Vehicles with Gary Crossley Ford, LLC to purchase one (1) new 2024 Ford F150 SuperCrew Police Responder for the Road & Bridge Department. The Boone County contract number is C001028, and the cost of this purchase is \$51,608.16. This is a replacement purchase for a 2019 Chevrolet Silverado Double Cab.

Invoices will be paid by department 2040 – Road and Bridge Maintenance, account 92400 – Replacement Vehicles and Equipment.

The Purchasing department also requests permission to dispose of the following surplus by sale through the Missouri Auto Auction:

- 2019 Chevy Silverado Double Cab – VIN# 1GCRYDED3KZ248695 – Fixed Asset # 23423

cc: Greg Eddington, Robert Sapp, R&B Contract File

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 6-16-2025

Fixed Asset Tag Number: 23423

RECEIVED

Description of Asset: 2019 Chevrolet Silverado Double cab

AUG 15 2025

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

BOONE COUNTY
AUDITOR

Other Information (Serial number, etc.): 1GCRYDED3KZ248695

Condition of Asset: Fair, with mechanical problems

Reason for Disposition: age and mileage of unit, cost of needed repairs, would've been planned replacement in 2026

Location of Asset and Desired Date for Removal to Storage: R&B Tom Bass (Ready for disposal)

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature *[Handwritten Signature]*

To be Completed by: AUDITOR

Original Acquisition Date 3/29/19

G/L Account for Proceeds 2040-3835 J

Original Acquisition Amount 32,291.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

 Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

 Trade Auction Sealed Bids

 Other Explain _____

Commission Order Number 415-2025

Date Approved 8/21/2025

Signature *[Handwritten Signature]*

**PURCHASE AGREEMENT
FOR
NEW MOTOR VEHICLES QVL
FORD F150 SUPERCREW FOR ROAD & BRIDGE**

THIS AGREEMENT, C001028, dated the 21st day of August 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Gary Crossley Ford, LLC** herein “Vendor.”

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

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement with **Gary Crossley Ford, LLC** to furnish and deliver **one (1) New 2024 Ford F150 SuperCrew 4X4 Police Responder** compliant with all bid specifications and any addendum issued for the State of Missouri OA contract **MC250182006**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the State of Missouri OA contract **MC250182006** shall prevail and control over the vendor’s bid response.
2. **Contract Duration** – This agreement shall commence on the **Date of Award and extend through December 31, 2025**, subject to the provisions for termination specified below.
3. **Purchase** – The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **one (1) New 2024 Ford F150 SuperCrew 4X4 Police Responder**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County.

| Line Item | Description | Quantity | Unit Price |
|---------------|------------------------------|----------|--------------------|
| 1. | 2024 Ford F150 SuperCrew 4x4 | 1 | \$51,608.16 |
| Total: | | | \$51,608.16 |

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.
5. **Delivery/Owner’s Manual** – Vendor agrees to deliver the vehicle under terms as set forth in the contract and coordinate with the County Road & Bridge Department. Delivery shall be to the Boone County Road & Bridge Department, Attn: Greg Edington or Robert Sapp, 5551 Tom Bass Rd., Columbia, MO 65201. Prior to delivery, the Vendor shall contact Robert Sapp at 573-228-1146 to schedule the actual delivery date. The Owner’s Manual for the vehicle shall accompany the vehicle upon delivery.
6. **Warranty** – The standard manufacturer’s warranty, as quoted, shall apply to this purchase.
7. **Title** – Specific instructions about titling the vehicle will be provided by the County at the time the Purchase Order is sent to the contractor. The contractor shall title the vehicle in the name of **Boone County Road & Bridge**. Each title shall be sent to this address: 5551 S. Tom Bass Road, Room 201, Columbia, MO 65201.

- 8. **Billing and Payment** – All billing shall be invoiced to the Boone County Road and Bridge Department. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 9. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 10. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

GARY CROSSLEY FORD, LLC

BOONE COUNTY, MISSOURI

Signed by:
 by Philip Englander
F0CD7928F2EA48D...
 title Fleet Manager

by: Boone County Commission
 DocuSigned by:
Kip Kendrick
57400BED98434D4...
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...
 CJ Dykhouse, County Counselor

Signed by:
Brianna L. Lennon
D267E242BFB948C...
 Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Rieman
E3D6F2FD3CE04B1...
 Signature

8/14/2025

Date

2040/92400 \$51,608.16

Appropriation Account

416 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 21st day of August 20 25

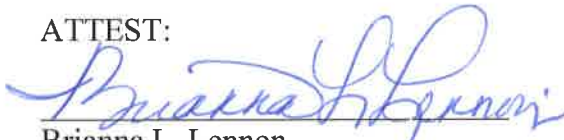
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

| | | | | |
|------------|------------------------------|-----------------|--|--|
| Joe LaRose | Planning & Zoning Commission | New Appointment | To serve for the unexpired term of the seat vacated by the previous board member | August 21, 2025 and ending July 31, 2026 |
|------------|------------------------------|-----------------|--|--|

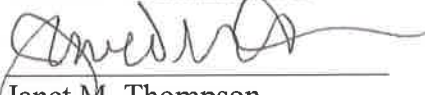
Done this 21st day of August 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4307 · FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning and Zoning Term: _____

Current Township: Rocky Forks Today's Date: 6/4/2025

Name: Joe LaRose

Home Address: 2850 E Hwy 124

City: Hallsville Zip Code: 65255

Business Address: Same as above

City: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Cell Phone: 5738191840 E-mail: jlaroseph@gmail.com

Qualifications: _____

I have some direct experience with planning and zoning as well as professional and academic experience that I believe would allow me to serve effectively on the Planning and Zoning Commission. I participated in meetings with the Planning and Zoning Commission while serving on the Energy and Environment Commission. Planning and Zoning were creating wind energy ordinances and the EEC was asked to provide input; I was one of the EEC delegates tasked with attending meetings and providing recommendations. Doing so required familiarizing myself with zoning regulations for Boone County as well as for other counties in Missouri and neighboring states with wind energy installations. That experience inspired me to take a course on Land Use at the University of Missouri, in which we met public employees involved in planning and local developers. Professionally, I worked for the Natural Resources section of a military installation; I planned the vegetation management and handled part of the environmental review process for all construction projects on the base.

Past Community Service: _____

I served on the Boone County Energy and Environment from 2016 to 2018 until its disbandment. I was one of the county representatives (it was a joint commission with the city of Columbia). I served on the Bonne Femme Watershed Initiative advisory committee in 2023-2024.

References:

Dr. Rob Myers- myersrob@missouri.edu 573-882-1547

Dr. Robin Rotman- rotmanr@missour.edu 573-882-5693

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Joe LaRose

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311