

# ADAIR COUNTY COMMISSION MINUTES MONDAY, FEBRUARY 1, 2016

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IN REF. ORDER NO 4 St. Patrick's DWI Enforcement Campaign Agreement

University of Central Missouri Subaward Agreement St. Patrick's DWI Enforcement Campaign	
<b>Pass-Through Entity (PTE):</b> University of Central Missouri - Missouri Safety Center	
<b>Subrecipient:</b> Adair County Sheriff's Dept.	
<b>PTE Principal Investigator:</b> Terry Baker - Director, Missouri Safety Center	
<b>Subrecipient Principal Investigator (PI):</b> Adair County Sheriff's Dept.	
<b>PTE DUNS Number:</b> 79-529-7124	
<b>Subrecipient DUNS Number:</b> 032473683	
<b>PTE FEIN:</b> 44-0007283	
<b>Subrecipient FEIN:</b> 43-6600912	
<b>Subaward Number:</b> SAP074-0001	<b>CFDA No:</b> 28.027
<b>State Awarding Agency:</b> MO Dept. of Transportation - Traffic & Highway Safety	
<b>Federal Awarding Agency:</b> US Department of Transportation	
<b>PTE State Award No:</b> 16-164-AL-141	
<b>Project Title:</b> St. Patrick's DWI Enforcement Campaign	
<b>Subaward Period of Performance:</b> Award Start: March 17, 2016 Award End: March 20, 2016	
<b>Subaward Type:</b> Reimbursable	
<b>Subaward Value:</b> \$1,500	

**Terms and Conditions:**

The parties to this contract do mutually agree to the following terms and conditions as outlined in this document and corresponding attachments.

**Reporting and Monitoring Requirements:**  
All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Agency.

The Agency shall permit monitoring by the State or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for three years following the end date of this contract. Record retention is required for purposes of Federal examination and audit. All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work and contract. By signing this form, Agency agrees to abide by the terms set forth in the statement of work.

**Non-Federal Funds Certification:**  
The agency affirms that the federal funds will not be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. Only eligible officer overtime will be reimbursable through this contract.

**Revisions and Amendments:**  
Matters concerning the technical performance of this agreement, not cost extensions, a request or negotiation of any changes in terms, conditions, or amounts should be directed to the UCM principal investigator, as noted in this contract. Any changes made to this agreement require the written approval of each party's Authorized Official.

**Indemnification:**  
Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the scope of work in this agreement. University of Central Missouri does not waive its sovereign immunity as provided by RSMo Section 237.090, nor any of the protections afforded it as a quasi-public body of the State of Missouri. The University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of RSMo Section 537.600.

**Project Description & Total Amount of Federal Pass-Through to PTE:**  
Provide targeted law enforcement agencies with the resources to fund full, part-time and reserve officer overtime pay for their DWI enforcement and special mobilization efforts. These resources will be in the form of sub-award grants to law enforcement agencies identified by the Traffic and Highway Safety Division of MoDOT. The total amount of the federal pass-through funding to PTE is \$405,616.94.

**Termination of Agreement for cause:**  
Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under OMB 2 CFR Parts 200 and 1201.

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

**Reimbursable Award:** The University of Central Missouri (UCM) hereby awards a cost-reimbursable contract of up to \$1,500 to the Adair County Sheriff's Dept. to support officer overtime on the St. Patrick's DWI Enforcement Campaign, in its performance of work under the terms of this agreement. Agency shall be an independent entity and not an employee or agent of UCM.

**Attachments:**

Attachment A: Statement of Work and Notice of Eligibility

<b>Signature of Authorized Official of PTE (UCM):</b> <i>K. E.</i>		<b>Signature of Authorized Official of Subrecipient (Agency):</b> <i>[Signature]</i>	
<b>Printed Name:</b> Kim Andrews	<b>Date:</b> 1/12/16	<b>Printed Name:</b> KARETT HADJIDAKIS	<b>Date:</b> 1-28-16
<b>Title:</b> Vice Provost, Academic Programs and Services		<b>Title:</b> Sheriff	
UCM Project Address: Missouri Safety Center Humphrey Building, Suite 200 Warrensburg, MO 64093		Approved by Enforcement Administrator of Subrecipient: <i>[Signature]</i>	
UCM Phone: 660-543-4392 UCM Fax: 660-543-4482		<b>Printed Name:</b> STAN PICKENS <b>Date:</b> 2-1-2016	
UCM Email: serjan@ucmo.edu		<b>Agency Address:</b> 215 N. FRANKLIN ST KIRKSVILLE, MO 63501	
<b>Subaward Number:</b> SAP074-0001		<b>Agency Phone:</b> (660) 665-4644	
		<b>Agency Email:</b> DHMET@ADAIRCOSO.COM	

ATTEST: *Andra Collop*  
County Clerk

*Stanley Pickens*  
Presiding Commissioner