

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, FEBRUARY 14, 2017
5TH DAY JANUARY ADJOURNED**

The Adair County Commission was unable to convene on February 14, 2017 in the Courthouse at Kirksville. Commissioner King was present but Commissioner Thompson was absent due to illness. Commissioner Thompson is also acting Presiding Commissioner during the absence of Presiding Commissioner Pickens.

The Adair County Commission will reconvene at 8:30 a.m. on February 15, 2017.

The Adair County Courthouse was closed on Monday, February 13, 2017 in observance of Abraham Lincoln's birthday.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, February 14:

Randy Eiler just to visit.

Larry Sprague in to ask about Laurel Lane being graded.

IN REF. ORDER NO 7 Adair County Sheriff Fees for January, 2017

IN REF. ORDER NO 8 Fully Executed St. Patrick's DWI Enforcement Campaign Grant

University of Central Missouri Subaward Agreement	
St. Patrick's DWI Enforcement Campaign	
Pass-Through Entity (PTE): University of Central Missouri - Missouri Safety Center	Subscription: Adair County Sheriff's Dept.
PTE Principal Investigator: Terry Hahn - Director, Missouri Safety Center	Subscription Principal Investigator (PI): Adair County Sheriff's Dept.
PTE DUNS Number: 78-353-7124	Subscription DUNS Number: 052471683
PTE FEIN: 44-0002231	Subscription FEIN: 43-6000912
Subaward Number: S47045-001	State Awarding Agency: Missouri Dept. of Transportation - Traffic & Highway Safety
PTE State Award No.: 17-54019E-02-022	Federal Awarding Agency: US Department of Transportation
Project Title: St. Patrick's DWI Enforcement Campaign	
Subaward Period of Performance: Award Start: March 16, 2017	Subaward Type: Reimbursable
	Subaward Value: \$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 contracted 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.

Note-Supplanting Certification
The agency affirms that the federal funds will not be used to supplant 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 statements, 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 137.600, 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 provision of RSMo Section 137.600.

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 \$419,239.12.

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 700 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
Attachment B: Contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center

Signature of Authorized Official of PTE (UCM): <i>Sarah Craig</i>	Signature of Authorized Official of Subscription (Agency): <i>Mark Thompson</i>
Printed Name: Sarah Craig	Printed Name: Mark Thompson
Date: 01/31/17	Date: 2-3-17
Title: Director, Sponsored Programs	Title: Sheriff
UCM Project Address: Missouri Safety Center Attn: Mandy Sergeant Hamphrey Building, Suite 200 Warrensburg, MO 64093 Phone: 660-543-4392 Fax: 660-543-4482 Email: sergeant@ucmo.edu Subaward Number: S47045-001	Signature of Enforcement Administrator of Subscription: <i>Mark Thompson</i>
	Printed Name: MARK THOMPSON
	Date: 2/1/17
	Agency Address: 106 Washington St Kirksville, Mo 63501
	Agency Phone: 660-665-2283
	Agency Email: m.thompson@adaircounty.com

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ATTEST: *Sandra Collop*
County Clerk

Mark Thompson
Presiding Commissioner