

ADAIR COUNTY COMMISSION MINUTES
TUESDAY, JANUARY 27, 2015
10TH DAY JANUARY REGULAR

The Adair County Commission convened at 8:30 a.m. on January 27, 2015 in the Courthouse at Kirksville. All Commissioners were present.

Commissioner Pickens signed the subaward/subcontract agreement for the St. Patrick's DWI Enforcement Campaign (March 14-17, 2015) with the Missouri Department of Transportation (MoDOT)'s Traffic and Highway Safety Division. The maximum reimbursement amount is \$1,000.00.

At approximately 2:00 p.m., the Commission was hand delivered a letter by David Rouner of the Rouner Law Office, LLC. The letter contained a draft payable to the Adair County Commission in the amount of Seven Thousand Five Hundred Sixty-Three and 67/100 dollars (\$7,563.67). He stated this represented the insurance proceeds from the total loss of a vehicle that was being used by the Second Circuit Juvenile Division. He said the car was stolen from the Knox County Juvenile Office and was declared a total loss. Mr. Rouner asked that the Commission endorse the check "Payable to the Second Circuit Juvenile Office" then return it so they could purchase a replacement vehicle. There was also a Power of Attorney attached to the letter that he wanted the Commission to sign appointing Trident Insurance Services as the lawful attorney for the County. This would give Trident the authority to execute all necessary written instruments in connection with the claim.

The Commission told Mr. Rouner that they had not been notified that the vehicle had been stolen. Mr. Rouner stated he had taken care of the situation and would return for the executed documents after the Commission was able to review them.

At 2:00 p.m., a public hearing was held to review the 2015 Adair County Budget. No one from the public attended the meeting. The hearing ended at 4:00 p.m.

The Adair County Commission adjourned at 4:00 p.m. on January 27, 2015.

IN REF. ORDER NO 8 St. Patrick's DWI Enforcement Campaign Agreement

University of Central Missouri Subaward/Subcontract Agreement	
Organization (UNIVERSITY) Name: University of Central Missouri Address: Missouri Safety Center Highways, Suite 200 Warrensburg, MO 64093	Collaborator (COLLABORATOR) Adair County Sheriff's Dept. Agency Federal Tax I.D. #: 43-600012 Agency Address: 215 N. Franklin Kirksville, MO 63501
Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division	CFDA No. (if applicable): 20.616
Period of Performance: March 14 - 17, 2015	Amount of Award: \$1,000
Project Title: St. Patrick's DWI Enforcement Campaign	
Terms and Conditions	
University hereby awards a cost reimbursable contract, as described above, to Collaborator. The statement of work and budget for this contract are shown on the solicitation (if applicable). In its performance of work under the terms of this agreement, Collaborator shall be an independent entity and not an employee or agent of University.	
<ol style="list-style-type: none"> 1) All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. By signing this form you agree to abide by the terms set forth in the statement of work and comply with all requirements thereon. 2) 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 advance audit finding against the Collaborator. 3) Matters concerning the technical performance of this agreement, no cost extensions, a request or negotiation of any changes in terms, conditions, or amounts, and any changes requiring prior approval, should be directed to University's project director as noted in the signature block of this form. Any such changes made to this agreement require the written approval of each party's authorized official. 4) Each party shall be responsible for damages resulting from the neglect or omission of each respective party's employees, agents, and/or representatives for facts, losses, and circumstances occurring during or arising out of the provision of services in the agreement. By so agreeing, the University is not waiving its sovereignty immunity as provided by RSA Section 637:600, nor is it waiving any of the protection afforded to a state-owned body of the State of Missouri. Further, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSA Section 637:600. 5) Either party may terminate this agreement with 30 days written notice to the appropriate party's Administrative Contact. If applicable, University shall pay Collaborator for termination costs as allowable under OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, of the Federal Acquisition Regulation, whichever applies. 6) This agreement is subject to the terms and conditions of the Prime Award, Project No. 15MS45VE-03-035, and other special terms and conditions indicated in pages 2-17 of the contract between the Missouri Highways and Transportation Commission and the University of Central Missouri, attached as Appendix A. 7) This agreement shall be governed and construed in accordance with the laws of the State of Missouri. <ol style="list-style-type: none"> a. By signing below, Collaborator certifies and agrees: <ol style="list-style-type: none"> i. to comply with 48 CFR Chapter 60 as defined by the U.S. Department of Labor; ii. to comply with OMB Circular A-122; iii. to comply with OMB Circular A-132 and all other applicable laws of the U.S. with respect to the acquisition of goods and services; and iv. to comply with the Federal Acquisition Regulation (FAR) and all other applicable laws of the U.S. with respect to the acquisition of goods and services. b. In the event of a conflict of law, the law of the State of Missouri shall govern. c. This agreement shall be governed and construed in accordance with the laws of the State of Missouri. 	
Authorized Organizational Representative of UNIVERSITY <i>Michael J. Grete</i>	Authorized Official of COLLABORATOR <i>Stanley Pickens</i>
Dr. Michael J. Grete, Vice Provost, Academic Programs & Services Phone: 660-445-4242 Email: mgrete@ucmo.edu	Date: 2/23/2015 Print name: <i>Stanley Pickens</i> Date: 1-26-15
Project Director of UNIVERSITY <i>Greg Seltzer</i>	Signature: <i>Stanley Pickens</i> Title: <i>Presiding</i>
Mr. Terry J. Seltzer, MSC, Project Director Phone Number: 800-401-2588	Date: 2/23/2015 Print name: <i>Stanley Pickens</i> Date: 1-22-15
Email: seltzer@ucmo.edu	Agency Phone Number: 660-445-7444
	Agency Email Address: <i>pickens@adair.org</i>
Missouri Safety Center - UCM Supported through MoDOT's Traffic and Highway Division	

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ATTEST: *Andra Collop* County Clerk *Stanley Pickens* Presiding Commissioner