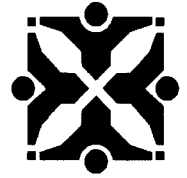


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 368-15

Department Source: Police

To: City Council

From: City Manager & Staff

Council Meeting Date: 12/7/2015

Re: Grant Renewal - DWI Enforcement Unit

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

Staff has prepared for Council consideration an ordinance authorizing acceptance of the Full Time DWI Unit Grant in the amount of \$117,361.60 from the Missouri Department of Transportation; appropriating the Training and Fleet replacement funds portion of the grant; and authorizing the City Manager to sign the contract.

Discussion

This grant renewal continues funding of the full time DWI Unit at 50% of two officer's salary/benefits and provides additional funding for training and fleet replacement.

This contract period is October 1, 2015 through September 30, 2016.

Fiscal Impact

Short-Term Impact: The DWI Enforcement Unit Grant will offset 50% of the cost budgeted for two existing officer positions in FY16 (\$73,361.60) and pays 100% of DWI Enforcement Training up to \$3,000.00 and DWI Fleet Replacement up to \$41,000.00.

Long-Term Impact: No anticipated cost for years beyond two.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Public Safety...Safe Wherever you Live, Work, Learn and Play

Comprehensive Plan Impact: Not Applicable

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Suggested Council Action

Should Council agree, staff recommends passage of the ordinance.

Legislative History

This is a yearly recurring Grant:

B 345-14 - Passed 11/17/2014

B 318-13 - Passed 11/4/2013

R 219-12 - Adopted 12/3/2012


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 368-15

AN ORDINANCE

authorizing a contract with the Missouri Department of Transportation – Traffic and Highway Safety Division for a DWI enforcement unit; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a contract with the Missouri Department of Transportation – Traffic and Highway Safety Division for a DWI enforcement unit for the period of October 1, 2015 through September 30, 2016. The form and content of the contract shall be substantially in the same form as set forth in "Exhibit A" attached hereto. Any actions taken by or on behalf of the City in connection with such program services contract prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. The sum of \$44,000.00 is hereby appropriated from the Federal Revenues Account No. 110-2154-461.10-28 GDWIUT to the following accounts:

\$33,000.00	Autos	Account No. 110-2151-510.65-20 GDWIUT
\$8,000.00	Vehicle Parts	Account No. 110-2151-510.14-10 GDWIUT
\$1,000.00	Travel	Account No. 110-2154-510.20-10 GDWIUT
\$2,000.00	Registration and Tuition	Account No. 110-2154-510.20-40 GDWIUT

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Federal Revenues Account No. 110-2154-461.10-28 GDWIUT to cover the above appropriation.

Director of Finance

CONTRACT

Form HS-1

Revision Reason: Budget Increase

Version: 3

06/22/2015

Missouri Department of Transportation Traffic and Highway Safety Division P.O. Box 270 830 MoDOT Drive Jefferson City, MO 65102 Phone: 573-751-4161 Fax: 573-634-5977		Project Title: Full Time DWI Enforcement Unit Project Number: 16-154-AL-041 Project Category: Transfer Program Area: 154/164 Alcohol				
Name of Grantee Columbia Police Dept.		Funding Source: 154 AL / 20.607				
Grantee County Boone		Type of Project: Initial Started: 10/01/2015				
Grantee Address 600 E Walnut St. Columbia, MO 65201-4461		Federal Funds Benefiting State: Local: _____ \$117,361.60 Total: _____ \$117,361.60				
<table border="1"> <tr> <td>Telephone</td> <td>Fax</td> </tr> <tr> <td>573-874-7404</td> <td>573-874-3142</td> </tr> </table>		Telephone	Fax	573-874-7404	573-874-3142	Source of Funds Federal: _____ \$117,361.60 State: Local: _____ \$73,361.60 Total: _____ \$190,723.20
Telephone	Fax					
573-874-7404	573-874-3142					
Contract Period Effective: 10/01/2015 Through: 09/30/2016		Prepared By Kliethermes, Mandy				

 Authorizing Official : *Mike Matthes, City Manager*

Date

 Project Director : *Ken Burton, Chief of Police*

Date

Highway Safety Director

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$117,361.60**; 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 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee 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 Grantee.

II. EQUIPMENT

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

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Grantee must have written approval from the MHTC prior to bid approval and purchase.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

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

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

III. FISCAL RESPONSIBILITY

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

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

C. ACCOUNTING: The Grantee 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 Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. 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.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 Grantee 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 Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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.

V. STATUTORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARs) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.

CONTRACT CONDITIONS - PAGE 3

B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

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

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions 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 Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

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

1. To obtain a no cost permit from the 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 Grantee 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 Grantee's performance of its obligations under this Agreement.

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

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

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XII. 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.

XIII. 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.

XIV. NONSEGREGATED FACILITIES

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

XV. FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

- XVI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** The State will comply with FFATA guidance, *OMB Guidance on FFATA Subward and Executive Compensation Reporting*, August 27, 2010, (https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRS.gov for each sub-grant awarded:
- A. Name of the entity receiving the award;
 - B. Amount of the award;
 - C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
 - D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - E. A unique identifier (DUNS);
 - F. The names and total compensation of the five most highly compensated officers of the entity if:
 - 1. The entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
 - G. Other relevant information specified by OMB guidance.

XVII. 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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-
 - 1. Abide by the terms of the statement.
 - 2. 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 (d)(2) 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 (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. 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.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements. Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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XX. 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.

XXI. 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:

1. 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 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. 2. 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. 3. 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 With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 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.

XXII. 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.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. 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.

CONTRACT CONDITIONS - PAGE 6

10. Except for transactions authorized under paragraph 6 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 this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) 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;
- (iii) 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
- (iv) 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.

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

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which 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.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "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. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. 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.
9. Except for transactions authorized under paragraph 5 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 and/or debarment.

XXIV. 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.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies offering the MHTC-funded courses must adhere to the following standard elements required for training contracts.

A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training
 - a. 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.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
2. Instructor evaluation of the students' comprehension and understanding of the material presented.

CONTRACT CONDITIONS - PAGE 7

C. The grantee must provide a sign-up sheet for every class-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. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency 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 agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Grantee at officer's standard rate of pay in accordance with Grantee policies and procedures regarding standard rate of pay and overtime rate of pay. The Grantee will not be reimbursed at the overtime rate for work that according to Grantee's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured. During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

The city of Columbia continues to have a large percentage of alcohol related crashes.

In the city of Columbia from 2012 to 2014, there were 4,448 reported crashes which included 3,419 injury crashes and 17 fatal crashes. Of these crashes, 314 were alcohol related including 21 resulting in a serious injury and 9 resulting in fatalities. Alcohol was involved in 53% of the fatal crashes. In 2014, there were four alcohol related fatal crashes out of a total of seven fatal crashes. In 2014, alcohol was involved in 57% of fatal crashes in Columbia.

From 2011 to 2014, the City of Columbia ranked 5th in the state in the number of alcohol related crashes. Boone County ranked 9th in the state in alcohol related crashes.

From 2012 to 2014, the Columbia Police Department made 1,169 driving while intoxicated arrests. The full time DWI Unit consisting of two officers made 609 DWI arrests accounting for 52% of the department's total.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

PROJECT DESCRIPTION

Request is for funding for 50% of salary and benefits for two DWI Full Time Unit Officers whose primary function is to arrest impaired drivers.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Has 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
6 Please explain any NO answer(s) to questions 1-4:	
In reference to Traffic crashes, Columbia Police Department generally does not take reports on crashes involving no injuries and no vehicles requiring to be towed.	
The data below only reflect crashes where reports were taken.	
Please use the most current 12-months of data available for answering questions 7-12.	
7 Total number of DWI violations written.	466
8 Total number of speeding violations written.	2645
9 Total number of HMT violations written.	4483
10 Total number of child safety/booster seat violations written.	24
11 Total number of safety belt violations written.	105
12 Total number of sobriety checkpoints hosted.	6
Use the most current three years crash data for questions 13-23.	
13 Total number of traffic crashes.	4448
14 Total number of traffic crashes resulting in a fatality.	19
15 Total number of traffic crashes resulting in a serious injury.	132
16 Total number of speed-related traffic crashes.	470
17 Total number of speed-related traffic crashes resulting in a fatality.	8
18 Total number of speed-related traffic crashes resulting in a serious injury.	30
19 Total number of alcohol-related traffic crashes.	314

20	Total number of alcohol-related traffic crashes resulting in a fatality.	9
21	Total number of alcohol-related traffic crashes resulting in a serious injury.	21
22	Total number of unbuckled fatalities.	8
23	Total number of unbuckled serious injuries.	21

Enter your agency's information below.

24	Total number of commissioned law enforcement officers.	160
25	Total number of commissioned patrol and traffic officers.	104
26	Total number of commissioned law enforcement officers available for overtime enforcement.	148
27	Total number of vehicles available for enforcement.	52
28	Total number of radars/lasers.	51
29	Total number of in-car video cameras.	51
30	Total number of PBT's.	20
31	Total number of Breathalyzers.	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.

32 Identify the primary enforcement locations.

Citywide enforcement

33 Enter the months in which enforcement will be conducted.

All

34 Enter the number of enforcement periods your agency will conduct each month. 20

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

Alternate between schedule of Tuesday through Friday and Wednesday through Saturday. Will work during holidays and special events such as MU Football Games, concerts, etc., when there is a high probability of impaired drivers on the roadway.

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

Schedule is usually from 7:00 P.M. to 5:00 A.M. each day (10 hour shift).

37 Enter the number of officers assigned during the enforcement period. 2

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

Vehicle for DWI Full Time Unit.. Vehicle being requested to be replaced is a 2010 Chevy Tahoe. At time of request vehicle has over 70,000 miles. It qualifies for replacement by city standards.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

Byrne Justice Assistant Grant, \$27,742 Dates: 10/01/2013-09/30/2017

Domestic Violence Enforcement Grant, \$78,359 Dates: 01/01/2014-12/31/2015

Youth Community Coalition Grant, \$30,000 Dates: 10/01/2014-09/30/2015

High Intensity Drug Trafficking Area Grant, \$32,575 Dates: 10/01/2014-09/30/2015

Dept of Justice ATF SLOT Grant, \$8,000 Dates: 10/01/2014-09/30/2015

Dept of Justice OCDEF Grant, \$10,000 Dates: 10/01/2014-09/30/2015

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	Replacement vehicle for DWI Full Time Unit. Chevy Tahoe, striping package, and equipment. Vehicle is \$33,000 plus cost to transfer equipment and striping for \$8,000	1.00	\$41,000.00	\$41,000.00	\$0.00	\$41,000.00
				110-2151-510.65-20 GOWIUT 110-2151-510.14-10 GOWIUT			33,000 ⁰⁰ 8,000 ⁰⁰
					\$41,000.00	\$0.00	\$41,000.00
Personnel							
	Salary and Fringe	1 Full Time Officer with Salary and Benefits Officer Nate Turner	2,080.00	\$36.55	\$76,024.00	\$38,012.00	\$38,012.00
	Salary and Fringe	1 Full Time Officer with Salary and Benefits Officer Spirit Stevens	2,080.00	\$33.99	\$70,699.20	\$35,349.60	\$35,349.60
				} DO NOT APPROPRIATE: Already in FY16 Expenses			
					\$146,723.20	\$73,361.60	\$73,361.60
Training							
	Professional Development	Attend Training Classes for Officers such as DWI/DRE Conference, LETSAC Conference, DRE Training, other DWI related training \$1,500 per officer X 2 officers	2.00	\$1,500.00	\$3,000.00	\$0.00	\$3,000.00
				110-2154-510.20-10 GOWIUT 110-2154-510.20-40 GOWIUT			1,000 ⁰⁰ 2,000 ⁰⁰
					\$3,000.00	\$0.00	\$3,000.00
Total Contract					\$190,723.20	\$73,361.60	\$117,361.60

ATTACHMENTS

Document Type

Description

Original File Name

Date Added