

BILL NO. 2086

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT WITH UNIVERSITY OF CENTRAL MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ACCEPT A GRANT FOR THE YOUTH SEATBELT ENFORCEMENT CAMPAIGN.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with the University of Central Missouri and Missouri Highways and Transportation Commission to accept a grant for the Youth Seatbelt Enforcement Campaign.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with the University of Central Missouri and Missouri Highways and Transportation Commission to accept a grant for the Youth Seatbelt Enforcement Campaign. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2023.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2023.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

| Alderman | Vote on First Reading On _____, 2023 | Vote on Second Reading On _____, 2023 |
|---------------|-----------------------------------------|------------------------------------------|
| Kevin Copling | | |
| Debbie Martin | | |
| Dave Honea | | |
| Warren Graddy | | |
| Curtis Holt | | |
| Jeff Bouse | | |

**University of Central Missouri
Subaward Agreement
Youth Seatbelt Enforcement Campaign**

| | | |
|----------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------|
| Pass-Through Entity (PTE): University of Central Missouri – Missouri Safety Center | | Subrecipient: Cuba Police Dept. |
| PTE Principal Investigator: Joanne Kurt-Hilditch Director, Missouri Safety Center | | Subrecipient Principal Investigator (PI): Cuba Police Dept. |
| PTE UEI Number: J5HWZ6H6UAK5 | | Subrecipient UEI Number: SCJGL446XNE7 |
| PTE FEIN: 44-6000293 | | Subrecipient FEIN: 43-6000939 |
| Subaward Number: SAF189-0089 | CFDA No.: 20.616 | State Awarding Agency: MO Dept. of Transportation – Highway Safety & Traffic |
| PTE State Award No: 23-M2HVE-05-031 | | Federal Awarding Agency: US Department of Transportation |
| Project Title: Enforcement – Youth Seatbelt Campaign | | |
| Subaward Period of Performance: Award Start: 04/01/2023 Award End: 04/15/2023 | | Subaward Type: Reimbursable |
| | | Subaward Value: \$500 |

Terms and Conditions:

The parties to this contract do mutually agree to the following terms and conditions as outlined in this documents 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-Supplanting 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 537.600, nor did any of the protections afford 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 537.600.

Project Description & Total Amount of Federal Pass-Through to PTE:

Through management of the Occupant Protection overtime enforcement campaigns, provide law enforcement agencies with the resources to fund full, part-time, and reserve officers overtime pay for enforcement in targeted locations to increase the awareness and compliance of seat belt usage by all Missouri drivers and passengers during the national and state campaigns. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD. The total amount of the Federal pass-through funding to PTE is \$199,206.79.

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 **\$500** to the **Cuba Police Dept.** to support officer overtime on the **Youth Seatbelt 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

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| Signature of Authorized Official of PTE (UCM):  | Signature of Authorized Official of Subrecipient (Agency): |
| Printed Name: Sarah Craig Date: 10/01/2022 | Printed Name: Date: |
| Title: Director, Sponsored Programs & Research Integrity | Title: |
| UCM Project Address: Missouri Safety Center Attn: Enforcement Coordinator Humphreys Building, Suite 200 Warrensburg, MO 64093 | Signature of Enforcement Administrator of Subrecipient:  |
| Phone: 660-543-4392 Fax: 660-543-4482 | Printed Name: Michael Centurzi Date: 3-1-22 |
| Email: mscenforcements@ucmo.edu | Agency Address: 602 S. Franklin St |
| Subaward Number: SAF189-0089 | Cuba mo 65453 |
| | Agency Phone: 573-885-7979 |
| | Agency Email: mcenturzi@cc.cuba.mo.us |

