AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE CERTAIN CONTRACTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, FOR THE PLACEMENT OF A BREATH ALCOHOL INSTRUMENT PURCHASED THROUGH THE ALCOHOL IMPAIRED DRIVING COUNTERMEASURE GRANT PROGRAM WITH THE MISSOURI SAFETY CENTER

WHEREAS, drivers impaired by alcohol and other drugs contribute substantially to traffic crashes on Missouri’s roads, especially so in those crashes which result in death or disabling injury; and

WHEREAS, to assist in addressing this issue in St. Charles County, the Missouri Department of Transportation (“MoDOT”), Highway Safety and Traffic Division has provided grant funding through the Alcohol Impaired Driving Countermeasure grant program for the purchase and placement of breath alcohol instruments within the State of Missouri; and

WHEREAS, the breath alcohol instrument will be one of the instruments listed in the Missouri Department of Health and Senior Services Breath Alcohol Program requirement found in 19 CSR 25-30.050; and
WHEREAS, the St. Charles County Police Department will oversee the placement of the alcohol breath instrument, which will assist in identifying impaired drivers and thereby increasing public safety for the residents of St. Charles County; and

WHEREAS, in order for all parties to comply with 2 CFR 200.313 the inventory and disposition of such breath alcohol instruments must be tracked; and

WHEREAS, Chapter 70, Revised Statutes of Missouri, authorizes intergovernmental agreements between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive, or his designee, is hereby authorized to execute the Memorandum of Agreement with the Missouri Highways and Transportation Commission for the placement of a breath alcohol instrument with the St. Charles County Police Department.

Section 2. The County Executive, or his designee, is further authorized to execute agreement renewals under this program.

Section 3. The agreements shall be substantially the same in form and content as the Agreement attached hereto as EXHIBIT A and incorporated herein by reference, any modifications shall be approved by the County Counselor.
Section 4. Compliance with all the terms of the contracts shall be the responsibility of the Police Department.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and such contracts authorized herein shall be valid upon their lawful execution by each governmental entity entering into such agreements as required by Chapter 70 of the Revised Statutes of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR
MEMORANDUM OF AGREEMENT BETWEEN
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AND COUNTY OF ST. CHARLES

THIS MEMORANDUM OF AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and County of St. Charles (hereinafter, "County").

WHEREAS, the Commission has set aside funding for the purchase of breath alcohol instruments in the state of Missouri. These breath alcohol instruments will be purchased through the Alcohol Impaired Driving Countermeasure grant program with the Missouri Safety Center with grant funding provided by the Missouri Department of Transportation, Highway Safety and Traffic Division. The breath alcohol instruments will be one of the instruments listed in the Missouri Department of Health and Senior Services Breath Alcohol Program requirements found in 19 CSR 25-30.050; and

WHEREAS, in order for all parties to comply with 2 CRF 200.313 the inventory and disposition of such breath alcohol instruments must be tracked.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Memorandum of Agreement (hereinafter, "Agreement"), the parties agree as follows:

(1) INSTRUMENT: The Missouri Safety Center will purchase and provide to the County breath alcohol instrument(s) to be used to obtain breath alcohol samples in Driving While Intoxicated ("DWI") cases.

(2) INVENTORY SYSTEM: Federal and State requirements, including but not limited to 2 CRF 200.313 mandate that the breath alcohol instrument(s) being purchased be placed in an inventory system. Periodic inventory checks will be made by the Commission and/or the Missouri Safety Center to determine that the instrument is still being used and is in good condition.

(3) DISPOSAL: Before a breath alcohol instrument may be disposed of the Missouri Safety Center and the County must notify the Commission in writing of the intent to dispose of the instrument. The Commission will then notify the National Highway Traffic Safety Administration ("NHTSA"). After NHTSA has approved the disposal of the instrument, the Commission will notify the Missouri Safety Center and County in writing of that decision.
(4) COMPLIANCE: The County shall remain compliant with all Missouri Department of Health and Senior Services Breath Alcohol Program requirements found in 19 CSR 25-30.011 through 19 CSR 25-30.080.

(5) QUALITY CONTROL: The County agrees to periodic quality control evaluations by the manufacturer of the instrument and/or the Missouri Safety Center. Such evaluations will occur at least once every two years.

(6) AVAILABILITY: Breath alcohol instruments will be made available for use by other law enforcement agencies in neighboring jurisdictions. Breath tests and observation periods shall be conducted by Type II or Type III qualified officers from the arresting (or neighboring) agency unless otherwise agreed upon by the County.

(7) COURT AVAILABILITY: The County agrees to make Type II permit holders available for court support to assist in DWI adjudication when needed.

(8) TYPE II: Prior to receipt of the new breath alcohol instrument and peripheral components, the appropriate officers within the County’s department will complete the necessary Type II training. The County is responsible for developing and implementing a schedule for training its own Type III certified officers.

(9) RETURN INSTRUMENTS: The County shall return all breath alcohol instruments previously purchased under Highway Safety funding to the Missouri Safety Center within six months of receipt of the new breath alcohol instrument.

(10) DAMAGE: The County shall be responsible for the loss of, damage to, or destruction of the breath alcohol instruments purchased pursuant to this Agreement.

(11) REPAIRS: The County is responsible for maintaining the breath alcohol instrument keeping it in good working order and is responsible for any associated repair costs.

(12) RECALL: The Commission and the Missouri Safety Center, reserves the right to recall the breath alcohol instruments if the terms and conditions of this Agreement are not followed.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(14) COMMISSION REPRESENTATIVE: The Commission's Director of Highway Safety is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
(15) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) **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.

(17) **PRODUCT AND CONTACT INFORMATION:** Please indicate the breath instrument of choice:

- [ ] Intoximeter DMT
- [ ] Intoxilyzer 8000
- [X] Intoximeter EC/IR II

Please indicate your point of contact for Type II Instrument Replacement:

Office Scott Ronald &
Name: Officer Michael Johnson                   Phone: 618-670-7020 / 217-556-3834

Email:mjohnson@sccmo.org / sronald@sccmo.org

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by County of St. Charles on ______________________ (Date).

Executed by Commission on ______________________ (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

__________________________________________
(Signature)

Title ________________________________

ATTEST:

__________________________________________
(Commission's Secretary)

COUNTY OF ST. CHARLES

By ______________________________________
(Signature of authorizing official)

Title ________________________________

ATTEST:

By ______________________________________
(Signature of authorizing official)

Title ________________________________

APPROVED AS TO FORM:

__________________________________________
(Commission Counsel)

APPROVED AS TO FORM:

By ______________________________________
(Signature of agency legal counsel, if needed)

Title ________________________________

Ordinance # __________________________

SEAL