

CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

07/25/2013

**Missouri Department of Transportation
Traffic and Highway Safety Division**
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161

Project Title: DWI Unit Equipment
Project Number: 14-154-AL-050
Program Area: 154 Alcohol Project
Funding Source: 154 AL / 20.607

Fax: 573-634-5977

Type of Project: Initial
Started: 10/01/2013

Name of Grantee
Jackson County Sheriff's Office

Grantee County
Jackson

Federal Funds Benefiting

State: _____
Local: _____ \$70,000.00
Total: _____ \$70,000.00

Grantee Address
3310 N.E. Rennau Rd.
Lee's Summit, MO 64064-2129

Source of Funds

Federal: \$70,000.00
State: _____
Local: _____ \$0.00
Total: _____ \$70,000.00

Telephone 816-524-4302
Fax 816-524-4340

Contract Period
Effective: 10/01/2013
Through: 09/30/2014

Prepared By
Luebbert, Chris

M.S. Sanders

9/18/13

Authorizing Official - Michael Sanders

Date

Hugh Mills

9-25-13

Project Director - Col. Hugh Mills

Date

James Depue

10-07-13

Highway Safety Director

Date

FILED
 OCT 14 2013
 MARY JO SPINO
 COUNTY CLERK

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the total obligated amount of \$70,000.00 ; 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.

ATTEST:

ATTEST:

APPROVED AS TO FORM

Mary Jo Spino
Clerk of the County Legislature

James Depue
Clerk of the County Legislature

James Depue
County Counselor

Initials *MS*

CONTRACT CONDITIONS - PAGE 3

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 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 insureds 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:

To the extent allowed or imposed by law, 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 wrongful or negligent 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 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. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

The Grantee hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the MoDOT, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, NHTSA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2009-2011 period, 447,397 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.2% involved someone being seriously injured. During the same time period, there were 21,947 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, 755 people were killed and another 3,051 were seriously injured. According to the STARS reporting for Jan 1, 2010 to June 30, 2012 Jackson County has been rated 2nd in Traffic Crashes where drinking was involved with 1780. 2nd also where those crashes resulted in 29 lives lost. Four of our major cities (Kansas City, Independence, Lee's Summit and Blue Springs) are ranked in the top 9 for Drinking Involved Traffic Crashes accounting for 21% of the Crashes in the entire state of Missouri. That is 1/5th of the Crashes taking place in 1 of the 115 counties (inc. St. Louis City) in Missouri. Jackson County pulls ahead of St. Louis County making us 1st in the listing for Major Disabling Drinking - Involved Crashes. There are 10 agencies involved in the Jackson County Traffic Safety Task Force that when combined show 176 major disabling crashes where drinking was involved.

With the closeness of such a variety of activities throughout Jackson County, there will continue to be a need for the increased presence of law enforcement to alter driving behavior and to apprehend those who make the bad choice to get in their vehicle and drive impaired.

Within a brief period of time this past year the DWI/Traffic Safety Unit had (3) three vehicles involved in crashes. The Fleet Manager believes the Tahoe is repairable (although nothing has been done as yet.) But the (2) two Crown Vics are beyond repair. The (2) two Crown Vics were involved in a DWI stop where the Deputies had just finished processing the arrestee, when another driver operating his motor vehicle impaired, crashed into the patrol units. Had there only been the one vehicle at this stop, all of the force would have been taken by the vehicle the one deputy and the arrestee were occupying, leading to the possibility of serious injury or a fatality. Fortunately there were no serious injuries. We are waiting for the insurance to respond for replacement of the vehicles and the LPR equipment that was also destroyed, but given the age of the vehicles and the mileage, the value of the vehicles is decreased. There are currently (2) two of the original vehicles (purchased by MoDOT at the conception of the Traffic Unit) still in use. The remainder of the vehicles used by the Unit are the higher mileage older vehicles from the Sheriff's Fleet. With the DWI Traffic Safety Unit not being limited to an assigned District, as the Patrol Units are, they travel the entire county.

With the inclement weather this winter and the high volume of snow, the Unit along with the Patrol Deputies have had to resort to doubling up and driving the Sheriff's Office service and maintenance trucks.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

- 21 Total number of unbuckled fatalities. 81
- 22 Total number of unbuckled serious injuries. 299

Enter your agency's information below:

- 23 Total number of commissioned law enforcement officers. 112
- 24 Total number of commissioned patrol and traffic officers. 37
- 25 Total number of commissioned law enforcement officers available for overtime enforcement. 81
- 26 Total number of vehicles available for enforcement. 64
- 27 Total number of radars/lasers. 30
- 28 Total number of in-car video cameras. 20
- 29 Total number of PBT's. 5
- 30 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.

- 31 Identify the primary enforcement locations.

DWI Traffic Safety Unit is not assigned to any specific District (like the Patrol Units are). They can be used throughout the county as crash data supports and the Sheriff requires. Crash data supports that the emphasis should be on the city streets in Kansas City in areas of Westport, Power and Light, Wornall/77th, and along the major roadways: I 70, 470, US 40, 71 and Mo 291, 7.

- 32 Enter the months in which enforcement will be conducted.

All months as this is a full time unit.

- 33 Enter the number of enforcement periods your agency will conduct each month. 16

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

Currently the Unit works enforcement Monday - Thursday on regular 10 hr shift. with the option of working Friday and Saturday night as DWI Grant Overtime.

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

Currently the Unit works 1 Sgt and 1 Deputy on the 6 am to 4 pm, 3 Deputies on the 6pm to 4 am with the option of Friday and Saturday night 11 pm to 3 am on DWI Grant Overtime

- 36 Enter the number of officers assigned during the enforcement period. 5

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

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.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	1 Chevy Tahoe 4 wheel drive equipped \$40,000.00	1.00	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00
	Vehicle	1 Dodge Charger \$30,000.00	1.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
					\$70,000.00	\$0.00	\$70,000.00
Total Contract					\$70,000.00	\$0.00	\$70,000.00

Initials oly



Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161


COUNTY AUTHORIZATION

On March 13, 2013 the County Administration of Jackson
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Michael D. Sanders
Authorizing Official


Signature of Authorizing Official

County Executive
Title of Authorizing Official

