

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
Fax: 573-634-5977

Project Title: Seat Belt Enforcement
Project Number: 14-OP-05-018
Program Area: Occupant Protection
Funding Source: 402 / 20.600

Name of Grantee
Jackson County Sheriff's Office

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

Grantee County
Jackson

Federal Funds Benefiting
State:
Local: _____ \$16,552.00
Total: \$16,552.00

Grantee Address
3310 N.E. Rennau Rd.

Lee's Summit, MO 64064-2129

Source of Funds
Federal: \$16,552.00
State:
Local: _____ \$0.00
Total: \$16,552.00

Telephone
816-524-4302

Fax
816-524-4340

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

Prepared By
Luebbert, Chris

Michael Sanders _____ **9/18/13**
Authorizing Official - Michael Sanders **Date**

Col. Hugh Mills _____ **9-25-13**
Project Director - Col. Hugh Mills **Date**

Janice Rapp _____ **10-07-13**
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 \$16,552.00 ; 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.

FILED
OCT 16 2013
MARY JO SPINO
COUNTY CLERK

APPROVED AS TO FORM
Jan D. Hadenton
County Counselor

ATTEST:
Marie Spino
Clerk of the County Legislature

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 O.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 will 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.

Initials *du*

PROBLEM IDENTIFICATION

A substantial number of vehicle occupants killed in 2009-2011 Missouri traffic crashes were not wearing safety restraints compared to those injured and not injured. In fatal crashes, 67.8% of vehicle occupants who died were not buckled up (crashes where usage was known). Of those seriously injured, 35.8% were not buckled up. Conversely, of those not injured, 722,486 were wearing a safety restraint.

Seat belt use dramatically reduces a person's chance of being killed or seriously injured in a traffic crash. Of the drivers involved in 2009-2011 crashes, 1 in 2 was injured when they failed to wear their seat belt. But when they were wearing a seat belt, their chances of being injured in the crash were 1 in 8. When examining driver deaths, the differences are much more significant. Drivers had a 1 in 30.4 chance of being killed if they were not wearing a seat belt; but that chance dropped dramatically to only 1 in 1,418 if the driver was wearing a seat belt. Data from Safe Kids USA reported that in 2009, 1,314 children ages 14 and under died in a motor vehicle-related incident as occupants, pedestrians and cyclist. Also during that year 179,000 were nonfatal injuries in motor vehicle-related incidents. 309 children under age 5 were saved due to restraint use. In 2008, motor vehicle crashes were the leading cause of injury-related death to children ages 1-14 and the second leading cause of injury-related death for children under 1 yr of age. Yet there are still adults that do not take the time to properly secure the child into an age/size appropriate safety restraint device.

Even with a Primary Child Restraint Law, children are observed standing or moving about the vehicle while a distracted driver operates the motor vehicle. The driver of the vehicle is responsible for making sure all occupants under the age of 16 are buckled in. The driver having a Intermediate License - usually 16-18 yrs of age is required to have all passengers in safety restraints - seat belt or child restraints. Research on the effectiveness of child safety seats has found them to reduce death by 71% for infants (under 1 year old) and by 54% for toddlers (1-4 years old). I have heard from staff at a Kansas City YMCA that provides child care, they have seen first-hand parents that pick up their children and just have them get into the vehicle w/o the parent taking the time to buckle the child into child restraint equipment.

With the increase in the necessity for both parents to work, there is an increase in children attending day care or participating in before and after school care. This also increases the need for parents to provide extra transportation of the children, putting them on the roadway at busier times of the day during the week.

STARS data for 2010-2012 shows Jackson County leads the state in crashes where seat belts were not used with 2217. and leads the state in crashes where a fatality has occurred with 63. And unfortunately we continue in the lead for major disabling crashes with 283.

There are parents that buckle their child up and then get into the driver's seat and not buckle themselves in, setting a poor example for that child.

There is no one certified as a Child Passenger Safety Technician within the Sheriff's Office.

Part of the Graduated Driver's License Law in Missouri requires that seat belts must be worn by the driver and all passengers. This is part of the Intermediate License for 16-18 year olds. The Battle of the Belt had some participation concerns last year and with the MoDOT staffing changes there appears to be no one to direct this program currently in our area.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section. Perform the Seat Belt Checkpoints prior to the driver entering the public roadways. Hand out related materials and incentives for those compliant. Keep a count for compliance and return to locations for comparing effectiveness evaluation.

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.

primary location will be unincorporated schools. Day Care locations may vary and include city locations with secured permission.

32 Enter the months in which enforcement will be conducted.

August - June - School year, however Day Cares may provide year round enrollment.

33 Enter the number of enforcement periods your agency will conduct each month. 3

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

Primary day will be Friday, as that is the day of the week most associated with traffic crashes.

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

1-4 pm for schools and 4-7 pm for Day Care/After School Programs.

36 Enter the number of officers assigned during the enforcement period. 4

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.

Supplies will include the cost to help defray printing literature as necessary, but the hope for MoDOT/Safety, and DOR pamphlets to be provided as needed.
Reward type incentives to be handed out for compliance.

ADDITIONAL FUNDING SOURCES

STIP Work Zone Enforcement -CWZEA34Z - MoDOT \$20,000.00 07/01/2012-12/31/2013
DWI/Traffic Unit Salary - 13-154-AL-012 - MoDOT \$185,345.00 10/01/2012-09/30/2013
Sobriety Checkpoint/Saturation Patrol - 13-154-AL-013 \$44,000.00 (\$4,000.00 for Training/LETSAC)
10/01/2012-09/30/2013
HMV Enforcement - 13-PT-02-012 \$35,000.00 10/01/2012-09/30/2013
HIDTA - \$124,295.00 01/01/2012-12/31/2013
JAG - \$172,841.00 10/01/2009-09/30/2013
JAG - \$100,000.00 10/01/2010-09/30/2014
JAG 08-12 \$871,070.50 10/01/2008-09/30/2013

JAG 09-13 - Recovery Act - \$546,899.00 03/01/2009-06/30/2013

HIDTA - \$46,777.50 01/01/2012-12/31/2013

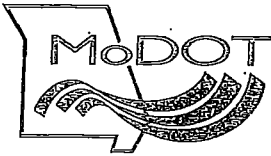
ATTACHMENTS

Document Type

Description

Original File Name

Date Added



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

COUNTY AUTHORIZATION

On February 27, 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

