

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$11,970.00 from the fund balance of the 2010 Grant Fund in acceptance of the Sheriff's Office "Youth Alcohol Enforcement" grant, awarded by the Missouri Department of Transportation, Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of the grant funds.

**ORDINANCE #4241**, September 13, 2010

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has awarded the Sheriff's Office a "Youth Alcohol Enforcement" grant in the amount of \$11,970.00 for the period October 1, 2010, through September 30, 2011; and,

WHEREAS, according to data from 2007 to 2009, Jackson County remains second in the number of youths under 21 years of age involved in alcohol-related crashes, fatalities, and personal injuries; and,

WHEREAS, the Jackson County Sheriff's Office will conduct compliance checks county-wide on liquor stores and bars suspected of selling alcohol to minors; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for the "Youth Alcohol Enforcement" program; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate

spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2010 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Youth Alcohol Enforcement 010-4226	45732 - Increase Revenues	\$11,970	
010-2810 010-2810	Unappropriated Surplus Unappropriated Surplus	\$11,970	\$11,970
Grant Fund Youth Alcohol Enforcement 010-4226	55030 - Overtime		\$9,335
010-4226	55040 - FICA		\$ 715
010-4226	56140 - Travel		\$1,920

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Contract with the Missouri Department of Transportation, Highway Safety Division.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Jan D. Hadin  
Chief Deputy County Counselor

[Signature]  
Acting County Counselor

I hereby certify that the attached Ordinance, Ordinance #4241, introduced on September 13, 2010, was duly passed on September 13, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

This Ordinance is hereby transmitted to the County Executive for his signature.

9.14.10  
Date

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4241.

9/14/2010  
Date

[Signature]  
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810

ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance

NOT TO EXCEED: \$11,970.00

September 7 2010  
Date

[Signature]  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4241

Sponsor(s): James D. Tindall

Date: September 13, 2010

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office –Youth Alcohol Grant Enforcement . An Ordinance to appropriate \$11,970.00 from the undesignated fund balance and to authorize the County Executive to execute an agreement with the Missouri Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation, to the Sheriff's Office.</p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="321 625 1193 940"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$11,970.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$11,970.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010 Undesignated Fund Balance 2810 TO: Grant Fund 010 - Youth Alcohol - 4226</td> <td>FROM ACCT  \$11,970.00 TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):\$11,970.00  Prior Year Actual Amount Spent (if applicable):\$1,224.00 (as of May 31, 2010)</p>	Amount authorized by this legislation this fiscal year:	\$11,970.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$11,970.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010 Undesignated Fund Balance 2810 TO: Grant Fund 010 - Youth Alcohol - 4226	FROM ACCT  \$11,970.00 TO ACCT
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): 4150 September 14, 2009</p> <p>Prior resolutions and (date):</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst 524-4302</p>										
<b>REQUEST SUMMARY</b>	<p>Accept and appropriate \$11,970.00 from the undesignated fund balance for the Jackson County Sheriff's Office Youth Alcohol Enforcement Grant project #11-K8-03-3 and to authorize the County Executive to execute an agreement with the Highway Safety Division of Missouri Department of Transportation.</p> <p>The grant is awarded in the amount of \$11,970.00 and requires no local matching funds. The term of the grant is October 1, 2010 to September 30, 2011.</p> <p>The Sheriff's Office requested these funds intended for the reimbursement of overtime used for conducting "Party Patrols" at areas known for underage drinking. Provide high visibility throughout Jackson County during concerts and other activities where availability of alcohol may be present to youth. The Sheriff's office will conduct Compliance Checks (Sting Operations) on area Liquor Stores, other locations suspected of selling to</p>										

	<p>minors. A portion of this grant is set aside for such Compliance Check expenses. The Sheriff's Office continues to promote education of the community and our deputies to make our roadway throughout Jackson County safer for everyone.</p> <p>Please appropriate \$11,970.00 as follows:</p> <table border="0"> <tr> <td>55030</td> <td>Overtime</td> <td>\$ 9,335.00</td> </tr> <tr> <td>55040</td> <td>FICA</td> <td>715.00</td> </tr> <tr> <td>56790</td> <td>Other Contractual</td> <td>1,920.00</td> </tr> <tr> <td colspan="2">Total</td> <td>\$ 11,970.00</td> </tr> </table>		55030	Overtime	\$ 9,335.00	55040	FICA	715.00	56790	Other Contractual	1,920.00	Total		\$ 11,970.00
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56790	Other Contractual	1,920.00												
Total		\$ 11,970.00												
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
ATTACHMENTS	Three (3) copies of the Youth Alcohol Enforcement Grant Contract													
REVIEW	Department Director: <i>Mild C Sep</i>	Date: 8-31-10												
	Finance (Budget Approval): <i>Bual Mae</i> <i>If applicable</i>	Date: 9/2/10												
	Division Manager: <i>[Signature]</i>	Date: 9/2/10												
	County Counselor's Office:	Date:												

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010 - 2810	Grant Fund Undesignated Fund Balance	\$11,970.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



**CONTRACT**

Form HS-1      Version: 2      Revision Reason: Wording      Creation Date: 06/23/2010

**Missouri Department of Transportation  
Highway Safety Division**  
P.O. Box 270  
2211 St. Mary's Blvd.  
Jefferson City, MO 65102  
Phone: 573-751-4161  
Fax: 573-634-5977

**Project Title:** Youth Alcohol  
**Project Number:** 11-K8-03-3  
**Program Area:** Alcohol  
**Funding Source:** 410 / 20.601

**Name of Grantee**  
Jackson County Sheriff's Dept.

**Type of Project:** Initial  
**Started:** 10/01/2010

**Grantee County**  
Jackson

**Federal Funds Benefiting**  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ \$11,970.00  
**Total:** \_\_\_\_\_ \$11,970.00


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

**Source of Funds**  
**Federal:** \$11,970.00  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \_\_\_\_\_ \$11,970.00

**Telephone**  
816-524-4302

**Fax**  
816-524-4340

**Contract Period**  
**Effective:** 10/01/2010  
**Through:** 09/30/2011

**Posted to Obligation Control**  
  
**HS USE ONLY**

**Prepared By**  
Silvey, Randy

**Michael D. Sanders  
JACKSON COUNTY EXECUTIVE**

**Authorizing Official** \_\_\_\_\_ **Date** \_\_\_\_\_

**Project Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**Highway Safety Director** \_\_\_\_\_ **Effective 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 \$11,970.00** ; 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.

**APPROVED AS TO FORM**  
\_\_\_\_\_  
**COUNTY COUNSELOR**

**ATTEST:**  
\_\_\_\_\_  
**CLERK OF COUNTY LEGISLATURE**

*MCS*

## CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/  
CONTRACTOR 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/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.

### II. EQUIPMENT

A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000.00 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 the purchase of other than the low bid.
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.

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/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, 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/Contractor 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/Contractor 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/Contractor, 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 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 received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.

C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by 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/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor 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/Contractor 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/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor 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/Contractor agency must comply with the following Statutes or Rules:

1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180-DPS certification of peace officers
2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250—Law enforcement agency to file accident report with MSHF
3. *Nondiscrimination*-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
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
6. *Hatch Act-5* United States Code Sections 1501-1508—Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office

B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:

1. *Model Traffic Ordinance*-RSMo 300.00-Rules governing traffic administration and regulation
2. *Child Restraints*-RSMo 307.179-Passenger restraint system required for children under four (Primary Offense)
3. *Seat Belts*-RSMo 307.178-Seat belts required for passenger cars (modifications to state statute in 1997)
4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.

C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

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 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 deemed appropriate.



### CONTRACT CONDITIONS - PAGE 3

- VII. **INDEMNIFICATION:** The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and department 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:** 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 representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Missouri Department of Transportation Highway Safety Division 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.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- 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. 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. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.
- 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, National Highway Traffic Safety Administration 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.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### DBE REQUIREMENTS

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

#### NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

#### TRAINING CONTRACTS

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

- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The scheduled 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.
- 2) 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.

The Missouri Highways and Transportation Commission (contractor) 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 are employed, and that 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 Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.

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**CONTRACT CONDITIONS - PAGE 4**

- ii) Instructor evaluation of the students' comprehension and understanding of the material presented.
- 3) 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:
  - Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) 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 30 days after the training has been conducted.

**FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

**PROJECT ACTIVITIES**

- 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.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 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 contacts per hour when conducting an enforcement project.
- Agency will report monthly enforcement activities to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Operation Safe Teen, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

**PARTNERSHIPS**

Agency is 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 must participate in Operation Impact.

**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. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Highway Safety Division.

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

**DRUNK DRIVING ENFORCEMENT PROJECTS**

Any DWI case involving a person with a prior intoxication related traffic offense must be filed in state court for enhancement purposes. All officers working alcohol enforcement details funded by this grant program must have 24 hours of SFST training.

**SOBRIETY CHECKPOINTS**

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings

**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 Prevention Programs
154	20.607	Alcohol Open Container Requirements
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

## PROBLEM IDENTIFICATION

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Youth make up a significant proportion of impaired drivers of motorized vehicles causing traffic crashes on Missouri roadways. Of the 24,790 impaired drivers who caused traffic crashes during 2006-2008, 14.5% were under the age of 21 (in known cases). This is especially significant considering it is illegal for persons under 21 to possess or consume alcohol in Missouri.

In 2006-2008, a total of 712 impaired drivers were involved in crashes where one or more persons were killed. In known cases, 14.5% of these drivers were under the age of 21. A total of 113 persons were killed in traffic crashes involving these young impaired drivers. Of those persons killed, 39.8% were the underage impaired driver and 60.2% were some other party in the crash.

According to the recent crash data provided by MSHP, for 2007 - 2009, Jackson County remains second in the number of traffic crashes in Missouri where the driver involved was under 21 and second in the number of traffic crashes where a drinking driver was under 21 years of age. Three area cities (Kansas City - 1, Independence - 2, and Lee's Summit - 5) are ranked in the top five cities in Missouri where the crashes involved the underage drinking driver.

## GOALS/OBJECTIVES

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Goal:

2% decrease in fatalities and disabling injuries resulting from crashes involving underage impaired drivers compared to the previous 3-year period (2006-2008=741)

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 focused on drivers ages 15 through 20 years old

## PROJECT DESCRIPTION

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Deputies will conduct "Party Patrols" at various locations within the county as determined by crash data provided by MoDOT District 4 Engineer's Office and by other data sources.

Joint enforcement efforts will be conducted with local law enforcement officers during Jackson County Traffic Safety Task Force efforts.

Deputies will provide student, parent, and community education on the problems of underage drinking throughout Jackson County. Jackson County promotes Zero Tolerance in regard to any youth alcohol related offenses.

Compliance Checks (Sting Operations) will be conducted on area Liquor Stores and bars countywide, suspected of selling to minors.

*MCS*

## 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 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 6-10.	
6 Total number of DWI violations written.	336
7 Total number of speeding violations written.	6,411
8 Total number of HMV violations written.	2,721
9 Total number of child safety/booster seat violations written.	54
10 Total number of safety belt violations written.	389
Use the most current three years crash data for questions 11-19.	
11 Total number of traffic crashes.	66,823
12 Total number of traffic crashes resulting in a fatality.	213
13 Total number of traffic crashes resulting in an injury.	1,607
14 Total number of speed-related traffic crashes.	11,427
15 Total number of speed-related traffic crashes resulting in a fatality.	111
16 Total number of speed-related traffic crashes resulting in an injury.	436
17 Total number of alcohol-related traffic crashes.	2,563
18 Total number of alcohol-related traffic crashes resulting in a fatality.	68
19 Total number of alcohol-related traffic crashes resulting in an injury.	218
Enter your agency's information below.	
20 Total number of commissioned law enforcement officers.	133

21	Total number of commissioned patrol and traffic officers.	44
22	Total number of commissioned law enforcement officers available for overtime enforcement.	91
23	Total number of vehicles available for enforcement.	85
24	Total number of radars/lasers.	32
25	Total number of in-car video cameras.	39
26	Total number of PBT's.	5
27	Total number of Breathalyzers.	2

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.

- 28 Identify the primary enforcement locations.  
 All Jackson County roadways, county parks and lakes, high school events, and known party places.
- 29 Enter the months in which enforcement will be conducted.  
 all months
- 30 Enter the number of enforcement periods your agency will conduct each month. 4
- 31 Enter the days of the week in which enforcement will be conducted.  
 Friday, Saturday, Sunday and special events, and holidays.
- 32 Enter the time of day in which enforcement will be conducted.  
 Late evening to early morning
- 33 Enter the number of officers assigned during the enforcement period. 4
- 34 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant.  
 Funds for this project may also be used during any national, state or special enforcement effort (e.g. Click It or Ticket, You Drink and Drive, You Lose).

- 35 Do you wish the option to use 5% funds for administrative costs? Yes

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## PROJECT EVALUATION

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The Missouri Highways and Transportation Commission (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. 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)
  - Other (any other information or material that supports the Objectives)
5. The project will be evaluated by the 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

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Program	Amount	Contract Dates
MoDOT Highway Safety Division DWI Enforcement	\$12,000.00	10/01/2009-09/30/2010
MoDOT Highway Safety Division Hazardous Moving Violations Enforcement	\$15,000.00	10/01/2009-09/30/2010
MoDOT Highway Safety Division Sobriety Checkpoint	\$16,950.00	10/01/2009-09/30/2010
MoDOT Highway Safety Division JCSO Traffic Unit Salary	\$210,352.91	10/01/2009-09/30/2010
MoDOT Highway Safety Division DWI (YD&DYL) Enforcement Wave	\$ 6,800.00	12/07/2009-09/06/2010
Missouri Highways & Transportation Commission- Blueprint Destination Safe	\$ 9,040.00	11/02/2009-05/28/2010
Missouri Highways & Transportation Commission - Safe Routes to School	\$25,000.00	03/01/2009-08/31/2010
MoDOT Highway Safety Division Occupant Protection Enforcement	\$ 4,000.00	10/01/2009-09/30/2010
Missouri Highways & Transportation Comm STIP On Call Work Zone Enforcement	\$40,000.00	10/01/2009-09/30/2010
MoDOT Highway Safety Division Jackson County Traffic. Safety Task Force Equipment	\$23,725.00	10/01/2009-09/30/2010

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**BUDGET PROPOSAL**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	overtime and fringe for Officers & Supervisor for enforcement including " Party Patrol"	335.00	\$30.00	\$10,050.00	\$0.00	\$10,050.00
	Salary and Fringe	Compliance Assistants	160.00	\$12.00	\$1,920.00	\$0.00	\$1,920.00
					\$11,970.00	\$0.00	\$11,970.00
<b>Total Contract</b>					<b>\$11,970.00</b>	<b>\$0.00</b>	<b>\$11,970.00</b>

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## ATTACHMENTS

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Document Type

Description

Original File Name

Date Added

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