

**CONTRACT**

Form HS-1      Revision Reason: Wording      Version: 5      03/23/2011

**Missouri Department of Transportation  
Highway Safety Division**  
P.O. Box 270  
1320 Creek Trail Drive  
Jefferson City, MO 65102  
Phone: 573-751-4161  
Fax: 573-634-5977

**Project Title:** Sobriety Checkpoint  
**Project Number:** 11-K8-03-4  
**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:** \_\_\_\_\_ \$23,000.00  
**Total:** \_\_\_\_\_ \$23,000.00

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

**Source of Funds**  
**Federal:** \$23,000.00  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \_\_\_\_\_ \$23,000.00

**Telephone**  
816-524-4302

**Fax**  
816-524-4340

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

**Prepared By**  
Silvey, Randy

*Michael D. Sanders*

9/26/11

**Authorizing Official** Michael D. Sanders  
JACKSON COUNTY EXECUTIVE

**Date**

*James Dupre*

10-04-2011

**Project Director**

**Date**

**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 \$23,000.00**; 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.

**APPROVED AS TO FORM:**  
*[Signature]*  
**COUNTY COUNSELOR**

**ATTEST:**  
*Mary Jo Spino*  
**FILED**  
CLERK OF COUNTY LEGISLATURE

OCT 12 2011  
MARY JO SPINO  
COUNTY CLERK

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 or Commission) 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 Missouri Department of Transportation (MoDOT) Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) 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 should be received by the MHTC within five (5) working days from the date of the authorizing official/project director's signature. 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. **OMB AUDIT:** If the Grantee expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expend(s) less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities. 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 (P.O.S.T.)* Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. *Statewide Traffic Accident Records System (STARS)* 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
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*-Chapter 300.00 RSMo-Rules governing traffic administration and regulation
2. *Child Restraints*-307.179 RSMo-Passenger restraint system required for children under four (Primary Offense)
3. *Seat Belts*-307.178 RSMo-Seat belts required for passenger cars.
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.

### 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 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.
- VII. INDEMNIFICATION:**
- A. To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, 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 Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission'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 Commission, 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.
- 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. COMMISSION (MHTC) REPRESENTATIVE:** The MoDOT Highway Safety Division Director 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 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.
- XV. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** The (City/County/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 MHTC (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 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.
  - 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 MoDOT, 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.

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### DISADVANTAGED BUSINESS ENTERPRISE (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:
  - i) 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.
  - 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 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, Youth Seat Belt Enforcement Campaign, 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

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also 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.

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- 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:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
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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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2006-2008 period, 489,219 traffic crashes occurred in the State. Of those, 0.6% resulted in a fatality and 3.6% involved someone being seriously injured. During the same time period, there were 24,995 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, 824 people were killed and another 3,889 were seriously injured. According to the recent crash data provided by MSHP, Jackson County remains second in the number of Drinking Involved Crashes throughout Missouri and first for alcohol-related fatalities.

## GOALS/OBJECTIVES

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**Goal:**

2% decrease in alcohol and other drug related fatalities and disabling injuries in comparison to the previous 3-year total (2006-2008 = 4,713)

**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 involving saturation patrols and/or sobriety checkpoints.

## PROJECT DESCRIPTION

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The Jackson County Sheriff's Office will conduct sobriety checkpoints at various locations within the county as determined by crash data provided by the MoDOT District 4 Engineer's Office and by other available data. These Sobriety Checkpoints will be scheduled according to the time of day and day of week as directed by the data collected.

Jackson County Sheriff's Office will assist other agencies with this increased enforcement during special events upon their request.

Overtime to conduct sobriety checkpoints will be provided through this grant project. Enforcement overtime is allowed for deputies while overtime will also be allowed for non-law enforcement personnel who will provided support operations for the sobriety checkpoints.



## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
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:	
<b>Please use the most current 12-months of data available for answering questions 6-10.</b>	
6 Total number of DWI violations written.	336
7 Total number of speeding violations written.	6,411
8 Total number of HVM violations written.	2,721
9 Total number of child safety/booster seat violations written.	54
10 Total number of safety belt violations written.	389
<b>Use the most current three years crash data for questions 11-19.</b>	
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
<b>Enter your agency's information below.</b>	
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 - Interstates, US and State Highways, County Roads, Municipal Streets, based on complaints, past violations issued and arrests, reported accidents and request from outside agencies to assist in enforcement operations.

29 Enter the months in which enforcement will be conducted.

All months of fiscal year

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

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

Sunday - Saturday

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

2100 to 0500

33 Enter the number of officers assigned during the enforcement period. 7

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.

Portable bathroom facility is needed to accommodate the detainees as well as the staff working the checkpoints. 3 Portable Propane Forced Air Heaters - to provide a comfortable environment for passengers, including children, arrestees, police officers and administrative personnel.

Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant. This is direct administrative costs only as defined in CFR, Title 2, Part 225, Appendix A.E (Direct Costs)

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 want to use the 5% option for direct administrative costs? Yes

## 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 JCSD 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

**BUDGET**

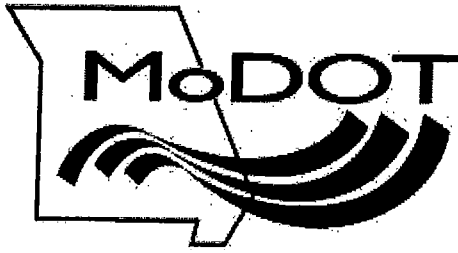
Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Other	3 Portable Propane Forced Air Heaters (\$1200.00) 12 rentals (delivery and removal) Portable Potty (\$1800.00)	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$3,000.00	\$0.00	\$3,000.00
Personnel							
	Overtime and Fringe	Overtime and fringe - Deputy	1.00	\$17,150.00	\$17,150.00	\$0.00	\$17,150.00
	Overtime and Fringe	Overtime and Fringe - non-law enforcement support	1.00	\$2,850.00	\$2,850.00	\$0.00	\$2,850.00
					\$20,000.00	\$0.00	\$20,000.00
<b>Total Contract</b>					<b>\$23,000.00</b>	<b>\$0.00</b>	<b>\$23,000.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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Missouri  
Department  
of Transportation



Highway Safety Division  
P.O. Box 270  
1320 Creek Trail Drive  
Jefferson City, MO 65102  
573-751-4161 or  
1-800-800-2358  
573-634-5977

Kevin Keith, P.E., Director

March 24, 2011

Sheriff Mike Sharp  
Jackson County Sheriff's Dept.  
3310 N.E. Rennau Rd.  
Lee's Summit, MO 64064

Dear Sheriff Sharp:

Enclosed is a **revised contract** between the Highway Safety Division and the Jackson County Sheriff's Dept. for the Sobriety Checkpoint contract.

The project obligates \$23,000.00 in federal funds for the period October 01, 2010 through September 30, 2011. All expenditures should be claimed against the project #11-K8-03-4.

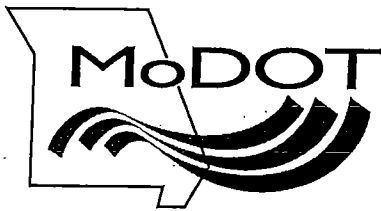
Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page. The Authorizing Official and Project Direct signatures on the contract must be signed by two separate individuals. After signing, please return **all pages** of the contract to the Highway Safety Division. Once the Highway Safety Division Director approves and signs the revised contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Randy Silvey, Intermediate System Management Specialist, at 573-751-4161. We look forward to working with you and your staff.

Sincerely,

Leanna Depue, Ph.D.  
Director

Enclosure



10/11/10 Sabometry Checkpoint # 231002

## MEMORANDUM

### Missouri Department of Transportation Highway Safety Division

1320 Creek Trail Drive, P. O. Box 270  
Jefferson City, MO 65102  
(573) 751-4161 or (800) 800-BELT  
Fax (573) 634-5977

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**TO:** Grantee

**FROM:** Highway Safety Division

**DATE:** March 2011

**SUBJECT:** Revision to Supplemental Question 35

Upon review by the National Highway Safety Administration we were advised to add the following language to supplemental question 35 in your current contract: *Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant. This is direct administrative costs only as defined in CFR, Title 2, Part 225, Appendix A.E (Direct Costs).* This language was added to better clarify the meaning and intent of the 5% budget allocation for administrative costs.

As a result of this required change, it is necessary for us to issue revised contracts which must be fully executed by the contract parties.

We are sorry for any inconvenience this may cause you or your agency.