

**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:** Hazardous Moving Violation  
**Project Number:** 14-PT-02-047  
**Program Area:** Police Traffic Services  
**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:** \_\_\_\_\_ \$20,000.00  
**Total:** \_\_\_\_\_ \$20,000.00

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

**Source of Funds**  
**Federal:** \_\_\_\_\_ \$20,000.00  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \_\_\_\_\_ \$20,000.00

**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**

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

*Sandra Depue*                      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 \$20,000.00** ; 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.

**FILED**  
OCT 16 2013  
MARY JO SPINO  
COUNTY CLERK

APPROVED AS TO FORM  
*Jim D. Halbert*  
**County Counselor**

ATTEST:  
*Mary Jo 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 C.F.R. Part 170.

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the MoDOT, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- D. The contractor will comply 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.

## PROBLEM IDENTIFICATION

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Hazardous driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Many of these crashes are caused by aggressive drivers of motorized vehicles who have committed one or more of the following violations: speeding; driving too fast for conditions; and/or following too close. Other hazardous driving may include improper lane change, red-light running, or impaired driving.

From 2009-2011, there were 1,021 fatalities resulting from aggressive drivers. Of those fatalities, 41.1% resulted from exceeding the speed limit, 56.5% resulted from driving too fast for conditions, and 5.2% from following too close. Also, during the same time frame there were 755 people killed and 3,051 seriously injured in crashes where drivers or pedestrians were impaired by alcohol and/or other drugs. According to the STARS reporting for Jan 1, 2010 to June 30, 2012 Jackson County has been rated 2nd in Traffic Crashes where speeding was involved with 7992. 1st with 72 of those crashes resulting in the loss of life. Four of our major cities (Kansas City, Independence, Lee's Summit and Blue Springs) are ranked in the top 15 for Speeding Involved Traffic Crashes accounting for 24.7% of the Crashes in the entire state of Missouri. Our county accounts for 1/4th of the Crashes taking place in our 115 counties (inc.St..Louis City) in Missouri. Jackson County is 1st for Major Disabling Speed - Involved Crashes with 355. There are 10 agencies involved in the Jackson County Traffic Safety Task Force that when combined show 382 major disabling crashes where speed was involved.

With the hectic demands and time constraints people place on themselves, they appear to be leaving their homes seven minutes prior to the time they should be arriving at their destination. There are more miles being travelled each year and that is also an attributing cause in the wear and tear on the roadways leading to Road Construction which will slow down the already late commuter. Some drivers appear to believe if they go fast enough they can make up for the lost time. Inattentive and distracted drivers combined with the road rage drivers make poor choices in their driving habits and there continues to be a need for the increased presence of law enforcement to alter this bad driving behavior and to cite those who make the unsafe choice to ignore the Traffic Control Devices and environmental conditions when they get behind the wheel. There were 1,605 Hazardous Moving Violations cited last year during the 12 month period. These included Careless and Imprudent Driving, Following Too Close, Fail to Yield, and Failing to Obey Traffic Signs and other Devices.

The Hazardous Moving Violation Grant for 2013 included \$20,000.00 for the purchase of new radar units, of which we were able to purchase 11 to be assigned to Traffic Unit and Patrol Units. Included in the 30 total radar units we currently have 5 are in need of repair and 10 are approximately 8-10 years old and we have 2 stalkers that are 19 years old. I am unaware of when they were last calibrated for accuracy. Some Deputies have resorted to Pace as their method of Detection, but that is not an option when Deputy is stationary doing observation. The new units have only recently been received and put into use, but during the last year Jan 1 - Dec 31, 2012, there were 3,475 stops made by the Sheriff's Office for speeding violations. Nearly 200 of those were documented as Pace for Detection.

To avoid heavy volumes of traffic on the Interstates, there is an increase in people looking for alternative routes - US 24 and US 40 Highways for their daily commutes, increasing traffic flow on the County and City roadways.

## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

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

Enter your agency's information below

- 23 Total number of commissioned law enforcement officers. 112
- 24 Total number of commissioned patrol and traffic officers. 36
- 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.

STARS Crash Data for 2012 shows concentrated amounts of Speed related violations, which would be included in the Hazardous Moving Violation related crashes occurring in Kansas City and Independence and along major roadways of I 70, I 435, US 24 and 40, Mo 50 and 291. In the Grandview area on Blue Ridge, there is an increased use of Woods Chapel Rd and the open road quality of Todd-George Rd leading commuters from Blue Springs through Lee's Summit and 50 Hwy.

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

According to STARS data the order of frequency for Speed related crashes: January, February, March, December, May, April. The remaining months will also see enforcement. Summer months we have tended to provide a greater volume of visibility, which may have resulted in the lower number of crashes over the past 3 yrs. So we do not want to eliminate that visibility.

- 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.

Frequency of Crashes shows Friday, Saturday, Thursday, Wednesday, Monday, Sunday and Tuesday. The decrease from each day to the next becomes less noticeable. Therefore concentrating on Friday, Saturday, and Thursday would hold a slight priority for enforcement. Also take into consideration the additional need during special area activities and events.

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

STARS Crash Data shows a noticeable increase in crashes due to Speed during the hours of people commuting to and from their places of employment. 7 am - 9 am and 2 pm - 7 pm and during a lunch hour of noon - 1 pm.

- 36 Enter the number of officers assigned during the enforcement period. 6

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

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Overtime and Fringe	Overtime of Law Enforcement and Non Law Enforcement personnel for HMV Enforcement and Aggressive Driving Campaigns	1.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
					\$20,000.00	\$0.00	\$20,000.00
<b>Total Contract</b>					\$20,000.00	\$0.00	\$20,000.00



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

## COUNTY AUTHORIZATION

On February 25, 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

MDS  
Signature of Authorizing Official

County Executive  
Title of Authorizing Official