

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4558

Sponsor(s): James D. Tindall

Date: September 9, 2013

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office – Sobriety Checkpoint Enforcement Project Grant. An ordinance to appropriate \$35,780.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation, to the Sheriff's Office.</p>																								
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$35,780.00</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>\$35,780.00</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</td> <td>FROM ACCT \$35,780.00</td> </tr> <tr> <td>TO: Grant Fund – 010; Sobriety Ckpt - 4253 ; Overtime – 55030</td> <td>TO ACCT \$23,920.00</td> </tr> <tr> <td>FICA – 55040</td> <td>1,830.00</td> </tr> <tr> <td>Education – 56750</td> <td>900.00</td> </tr> <tr> <td>Travel – 56140</td> <td>3,350.00</td> </tr> <tr> <td>Lab Fee – 56847</td> <td>5,000.00</td> </tr> <tr> <td>Gas – 57110</td> <td>280.00</td> </tr> <tr> <td>Heating Fuel - 57120</td> <td>500.00</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): \$44,000.00  Prior Year Actual Amount Spent (if applicable): \$23,150.58</p>	Amount authorized by this legislation this fiscal year:	\$35,780.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$35,780.00	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	FROM ACCT \$35,780.00	TO: Grant Fund – 010; Sobriety Ckpt - 4253 ; Overtime – 55030	TO ACCT \$23,920.00	FICA – 55040	1,830.00	Education – 56750	900.00	Travel – 56140	3,350.00	Lab Fee – 56847	5,000.00	Gas – 57110	280.00	Heating Fuel - 57120	500.00
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): 4448 Sept. 17, 2013</p> <p>Prior resolutions and (date):</p>																								
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816)524-4302</p>																								
<p><b>REQUEST SUMMARY</b></p>	<p>Accept and appropriate \$35,780.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety division of the Missouri Department of Transportation for the Sobriety Checkpoint/ Saturation Patrol Enforcement (Overtime, Operating expenses, funding for lab expenses) /LETSAC attendance Grant #14-154-AL-047.  The Grant is awarded in the amount of \$35,780.00 and requires no local matching funds. The term of the Grant is October 1, 2013 to September 30, 2014.</p>																								

The Sheriff's Office requested these funds intended for the reimbursement of Overtime DWI Enforcements to effectively setup, operate and assist at Sobriety checkpoints and alcohol enforcements including Multijurisdictional projects throughout Jackson County under the Jackson County Traffic Safety Task Force. This year we have also requested funds to help supplement blood draw that become necessary for Drug Impairment analysis and funds for fuel expenses incurred at checkpoints (operation of generators for lights and kerosene for heaters) Through this assistance in funding, activities can be carried out to target the Impaired Drivers with the high visibility, which also provides general public education. Funding to attend LETSAC Conference Training is included in this grant contract.

Please appropriate \$35,780.00 as follows:

55030	Overtime	\$23,920.00
55040	FICA	1,830.00
56750	Education	900.00
56140	Travel	3,350.00
56847	Lab Fee	5,000.00
57110	Gas	280.00
57120	Heating Fuel	500.00
Total		\$35,780.00

**CLEARANCE**

- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department)
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

Four (4) copies of Sobriety Checkpoint Contract – 1 copy accompanying announcement letter.

**REVIEW**

Department Director: <i>[Signature]</i>	Date: 8-27-13
Finance (Budget Approval): If applicable <i>[Signature]</i>	Date: 9/3/13
Division Manager: <i>[Signature]</i>	Date: 9/2/13
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	\$35,780.00

- 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

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:** DWI Sobriety Checkpoint/LETSAC  
**Project Number:** 14-154-AL-047  
**Program Area:** 154 Alcohol Project  
**Funding Source:** 154 AL / 20.607

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

**Name of Grantee**  
Jackson County Sheriff's Office

**Grantee County**  
Jackson

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

**Telephone**  
816-524-4302

**Fax**  
816-524-4340

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

**Prepared By**  
Luebbert, Chris

**Federal Funds Benefiting**

<b>State:</b>	
<b>Local:</b>	\$35,780.00
<b>Total:</b>	\$35,780.00

**Source of Funds**

<b>Federal:</b>	\$35,780.00
<b>State:</b>	
<b>Local:</b>	\$0.00
<b>Total:</b>	\$35,780.00

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**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 \$35,780.00** ; 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.

## CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE 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 to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Grantee.

### 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 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 bid approval and purchase.
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 agrees that Missouri Department of Transportation (MoDOT) Traffic and 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 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 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, 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 ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. **OMB AUDIT:** If the Grantee expends 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 expends 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 to MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of 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 shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 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 or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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 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

### 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.

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.

**NONSEGREGATED FACILITIES**

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

**FUNDING ORIGIN 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
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
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

**CONTRACT REQUIREMENTS**

**THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:**

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

- A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule 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.
- B. 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.
  - 2. Instructor evaluation of the students' comprehension and understanding of the material presented.
- C. 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:
  - 1. Title of the class
  - 2. Date(s) and location of class
  - 3. Name of attendees
  - 4. Signature of attendees
  - 5. Business address, telephone number and/or email address of each attendee
- D. Every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. 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 thirty (30) days after the training has been conducted.

**THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

- A. **PROBLEM IDENTIFICATION**  
Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.
- B. **PROJECT ACTIVITIES**
  - 1. 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.
  - 2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
  - 3. 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 (3) contacts per hour when conducting an enforcement project.
  - 4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
  - 5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, 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).
- C. **PARTNERSHIPS**  
Law Enforcement agencies are 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 should participate in Operation Impact (traffic safety task force).
- D. **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. MHTC will reimburse Grantee at officer's standard rate of pay in accordance with Grantee policies and procedures regarding standard rate of pay and overtime rate of pay. The Grantee will not be reimbursed at the overtime rate for work that according to Grantee's own policies and procedures does not constitute overtime.  
  
Exceptions to allowable costs may be made with prior written permission of the MHTC.
- E. **DRUNK DRIVING ENFORCEMENT PROJECTS**
  - 1. Those officers conducting standardized field sobriety testing must have 24 hours of SFST training to participate in grant funded enforcement efforts.
  - 2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.
- F. **SOBRIETY CHECKPOINTS**
  - 1. The MHTC will fund enforcement agencies, on an overtime basis, to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
  - 2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
  - 3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement

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

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

With a concentrated entertainment districts such as Power and Light and Westport in Kansas City our presence by participation at their Checkpoints is helpful to process and transport the arrestees and with maintaining traffic flow where there is a large volume of traffic. Some areas of the city a language barrier is also a concern. During the Winter months there can be uncomfortably cold temperatures, making for an unpleasant environment for those staffing the Checkpoints and well as those detained.

With the increase in availability and the diversity of controlled substances comes an increase in those driving under the influence of drugs that can not be detected through BACs done on the Alco sensors to evaluate the impairment. There are two ways to detect impairment - through DRE evaluation and lab testing by Urine or Blood Draws. The expense of obtaining those lab tests results can be a deterring factor.



## GOALS/OBJECTIVES

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Goal:

To decrease fatalities involving drivers with .08 BAC or greater by 2% annually to:

- 253 by 2011
- 248 by 2012
- 243 by 2013
- 238 by 2014

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
4. Targeted population - Impaired drivers.
5. Enforcement locations - Target roadways which Missouri STARS data indicates as crash sites corridors and areas where multiple impaired driving violations occur. Including but not limited to US 24 and 40 Hwy in and around Independence, major streets in Kansas City (77th/Wornall, Independence Ave/Monroe) and I 435 and 70.
6. Number of Officers assigned to each enforcement period - 10-12 personnel (including non law enforcement) operating at a Checkpoint with/without a Command Center.
7. Time of Enforcement - Currently STARS crash data supports the hours of enforcement as 6:00pm to 4:00am.
8. Duration of each enforcement - 6-8 hours.
9. Days of the week selected for enforcement periods - Currently STARS crash data supports Thursday through Sunday. With possibly using additional days to accommodate special events/activities.
10. Months - Current STARS crash data shows during the last 3 years April, January, May, March, October, February as leading months for crashes in Jackson County, but to remain effective, checkpoints should be held every month.
11. Equipment, promotional or supplies items requested - Heating and operating fuels to be used in the MoDOT funded Traffic Safety Task Force equipment - such as the Heaters. The use of the generator is necessary for balloon lighting as well as other equipment needing the electrical power to operate.
12. Additional projects description narrative:
  - a. DWI Patrols -using resources of and participating with the Jackson County Traffic Safety Task Force, as well as overtime monitoring of Impaired Drivers.
  - b. Sobriety Checkpoints - participating with other Jackson County agencies in their communities/cities through mutual agreement through the Jackson County Traffic Safety Task Force. Provide a DRE to assist in evaluating those believed to be under the influence of drugs as frequently as possible.
  - c. Sobriety Checkpoints - participating with Kansas City both at the Checkpoint and to monitor outlying areas as a Saturation Patrol during the Checkpoint. Provide a Spanish speaking officer to aid in language concerns as frequently as possible.
  - d. Educational Projects - Deputies are available to make presentations to the Junior Deputy Program, at area schools, Citizen Police Academies, Neighborhood Watch, private corporations, Public Service, etc. The Deputy will be responsible for the organization and preparation.
  - e. Use of non law enforcement personnel with the law enforcement during the enforcement periods.
  - f. The use of Sobriety Checkpoints and the concentration of law enforcement vehicles as a highly visible means of educating the general public of our goal to remove Impaired Drivers from our roadways.
  - g. Training - to assist with the expense of sending Law Enforcement and non Law Enforcement personnel to the yearly

L.E.T.S.A.C. conference, to receive update training and information.

h. Funding to assist in the payment of Lab Fees for drug testing on Driving Under the Influence of Controlled Substances.

## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

**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 6-11.</b>	
6 Total number of DWI violations written.	173
7 Total number of speeding violations written.	3475
8 Total number of HMV violations written.	1605
9 Total number of child safety/booster seat violations written.	54
10 Total number of safety belt violations written.	171
11 Total number of sobriety checkpoints hosted.	0
<b>Use the most current three years crash data for questions 12-22.</b>	
12 Total number of traffic crashes.	50679
13 Total number of traffic crashes resulting in a fatality.	173
14 Total number of traffic crashes resulting in a serious injury.	1347
15 Total number of speed-related traffic crashes.	7992
16 Total number of speed-related traffic crashes resulting in a fatality.	72
17 Total number of speed-related traffic crashes resulting in a serious injury.	355
18 Total number of alcohol-related traffic crashes.	1780
19 Total number of alcohol-related traffic crashes resulting in a fatality.	29
20 Total number of alcohol-related traffic crashes resulting in a serious injury.	166

- 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.

The most recent data shows the emphasis should remain on the major roadways: I 70, I 435, US 24 and 40, Mo State Hwy 291, as well as the Kansas City Streets: 77th/Wornall, Independence Ave/Monroe, Pennsylvania, Prospect, Paseo exit.

32 Enter the months in which enforcement will be conducted.

Kansas City conducts DWI Checkpoints January - December, hosting one a month during colder/cooler weather and in the summer months may host up to 4 a month. Our goal is to participate with KCPD at one each month and possibly two in June and August, as well as participate in the Checkpoints hosted by Task Force agencies -

33 Enter the number of enforcement periods your agency will conduct each month. 2

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

Following with the crash data information Thursday - Sunday

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

As early as 7 pm for the St. Patrick's Day Enforcement - ending at 4 am, with the possibility of ending earlier as traffic dictates.

36 Enter the number of officers assigned during the enforcement period. 10

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.

Propane for the operation of the 2-Patio Heaters used in the Interview and Booking area. \$90.00  
 Kerosene for the operation of the 3-Forced Air Heaters used on the Traffic Line and waiting area. \$450.00  
 Gasoline for the operation of the Generator used to power the Balloon lights, power for laptop, and electric necessary for the blowers on the Forced Air Heaters. \$240.00  
 Funding for Lab Testing. \$5,000.00

## 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.

## ADDITIONAL FUNDING SOURCES

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STIP Work Zone Enforcement -CWZEA34Z - MoDOT \$20,000.00 07/01/2012-12/31/2013  
DWI/Traffic Unit Salary - 13-154-AL-012 - MoDOT \$185,345.00 10/01/2012-09/30/2013  
Sobriety Checkpoint/Saturation Patrol - 13-154-AL-013 \$44,000.00 (\$4,000.00 for Training/LETSAC)  
10/01/2012-09/30/2013  
HMV Enforcement - 13-PT-02-012 \$35,000.00 10/01/2012-09/30/2013  
HIDTA - \$124,295.00 01/01/2012-12/31/2013  
JAG - \$172,841.00 10/01/2009-09/30/2013  
JAG - \$100,000.00 10/01/2010-09/30/2014  
JAG 08-12 \$871,070.50 10/01/2008-09/30/2013  
  
JAG 09-13 - Recovery Act - \$546,899.00 03/01/2009-06/30/2013  
  
HIDTA - \$46,777.50 01/01/2012-12/31/2013

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>	<b>Local</b>	<b>Total Requested</b>
<b>Equipment</b>							
	Other	Funding for lab testing to evaluate presence of controlled substances involving DUI suspects.	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
					\$5,000.00	\$0.00	\$5,000.00
<b>Operational Expenses and Supplies</b>							
	Fuel	Propane, Kerosene and Gasoline	1.00	\$780.00	\$780.00	\$0.00	\$780.00
					\$780.00	\$0.00	\$780.00
<b>Personnel</b>							
	Overtime and Fringe	Overtime for law enforcement and non law enforcement for DWI ckpt.	1.00	\$25,750.00	\$25,750.00	\$0.00	\$25,750.00
					\$25,750.00	\$0.00	\$25,750.00
<b>Training</b>							
	Professional Development	L.E.T.S.A.C. Conference	1.00	\$4,250.00	\$4,250.00	\$0.00	\$4,250.00
					\$4,250.00	\$0.00	\$4,250.00
<b>Total Contract</b>					<b>\$35,780.00</b>	<b>\$0.00</b>	<b>\$35,780.00</b>



ATTACHMENTS

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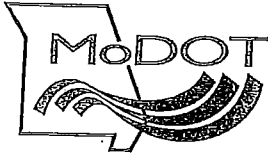
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Document Type

Description

Original File Name

Date Added



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

## COUNTY AUTHORIZATION

On February 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