

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

**AN ORDINANCE** appropriating \$8,000.00 from the fund balance of the 2011 Grant Fund in acceptance of the Sheriff's Office "Hazardous Moving Violation Enforcement" grant awarded by the Missouri Department of Transportation, Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

**ORDINANCE #4348**, September 19, 2011

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

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has awarded the Sheriff's Office a "Hazardous Moving Violation Enforcement" grant in the amount of \$8,000.00 for the grant period of October 1, 2011, through September 30, 2012; and,

WHEREAS, through this grant funding, the Sheriff's Office is more able to effectively monitor neighborhoods where aggressive driving complaints are called in by the community, as well as roadways in areas of known crash sites; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for conducting hazardous moving violations enforcement at various locations throughout the County, including watching for violations of speeding, following too closely, improper lane change, stop light and other sign violations, and continued awareness of impaired drivers; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2011 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Hazardous Moving Violations 010-4247	45812 - Increase Revenues	\$8,000	
010-2810	Undesignated Fund Balance		\$8,000
010-2810	Undesignated Fund Balance	\$8,000	
Grant Fund Hazardous Moving Violation 010-4247	55030 - Overtime		\$7,432
010-4247	55040 - FICA		\$ 568

and,

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

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

APPROVED AS TO FORM:

Jay D. Haller  
Chief Deputy County Counselor

W. Stephen Kelly  
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4348 introduced on September 19, 2011, was duly passed on September 19, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

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

9-19-11  
Date

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4348.

9/20/2011  
Date

Michael D. Sanders  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810

ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance

NOT TO EXCEED: \$8,000.00

September 14, 2011  
Date

D. [Signature]  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4348

Sponsor(s): James Tindall

Date: Sept. 19, 2011

<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 – Hazardous Moving Violation Enforcement Grant. An Ordinance to appropriate \$8,000.00 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>\$8,000.00</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>\$8,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM Grant Fund – 010: Undesignated Fund Balance – 2810 TO Grant Fund – 010 HMV Fund – 4247 Overtime – 55030 FICA - 55040</td> <td>FROM ACCT \$8,000.00  TO ACCT \$7,431.50 568.50</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): \$20,000.00  Prior Year Actual Amount Spent (if applicable): \$6,827.58 as of June 30, 2011-still currently being worked/used.</p>	Amount authorized by this legislation this fiscal year:	\$8,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$8,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM Grant Fund – 010: Undesignated Fund Balance – 2810 TO Grant Fund – 010 HMV Fund – 4247 Overtime – 55030 FICA - 55040	FROM ACCT \$8,000.00  TO ACCT \$7,431.50 568.50
Amount authorized by this legislation this fiscal year:	\$8,000.00										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$8,000.00										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM Grant Fund – 010: Undesignated Fund Balance – 2810 TO Grant Fund – 010 HMV Fund – 4247 Overtime – 55030 FICA - 55040	FROM ACCT \$8,000.00  TO ACCT \$7,431.50 568.50										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): Ordinance #4239 September 15, 2010</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 524-4302</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>Accept and appropriate \$8,000.00 from the Undesignated Fund Balance for the Jackson County Sheriff's Officer Hazardous Moving Violations Overtime Enforcement Grant # 12-PT-02-024 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation.</p> <p>The grant is awarded in the amount of \$8,000.00 and requires no local matching funds. The term of the grant is October 1, 2011 to September 30, 2012.</p> <p>The Sheriff's Office requested these funds intended for the reimbursement of overtime to effectively monitor neighborhoods where aggressive driving complaints are called in by the community, as well as roadways throughout Jackson County that are known crash locations. Deputies targeting Aggressive or Hazardous Moving</p>										

	Violations are looking for, but not limited to: speeding, following too close, inattentive driving, traffic control device violations and the impaired driver.	
	Please appropriate \$8,000.00 as follows:	
	55030	Overtime \$7,431.50
	55040	FICA 568.50
	Total	\$8,000.00
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Three (3) copies - MoDOT Hazardous Moving Violation project Contract	
REVIEW	Department Director:	Date: 9-6-11
	Finance (Budget Approval): If applicable	Date: 8/28/11
	Division Manager:	Date: 8/19/11
	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	\$8,000.00

- 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.

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 8, 2011 ~~Res~~ Ord No. 4348

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
<u>4247 - Hazardous Moving Violation Enforce</u>	<u>45812 - Increase Revenues</u>	<u>8,000</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>8,000</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>8,000</u>	
<u>4247 - Hazardous Moving Violation Enforce</u>	<u>55030 - Overtime</u>		<u>7,432</u>
<u>4247 - Hazardous Moving Violation Enforce</u>	<u>55040 - FICA</u>		<u>568</u>
		<b>Total</b>	<b><u>8,000</u>      <u>8,000</u></b>

 9/8/11  
Budgeting

Missouri Department of Transportation

1320 Creek Trail Drive  
P.O. Box 270  
Jefferson City, MO 65102  
573-751-4161  
1-800-800-2358  
Fax: 573-634-5977

August 17, 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 contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Dept. for a Hazardous Moving Violation project.

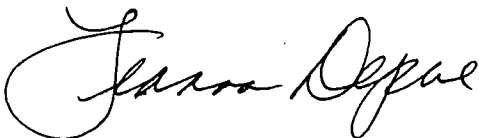
The project obligates \$8,000.00 in federal funds for the period October 01, 2011 through September 30, 2012. All expenditures should be claimed against project #12-PT-02-024.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the 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 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Leanna Depue, Ph.D.  
Highway Safety Director

Enclosure



# CONTRACT

Form HS-1

Revision Reason: Other

Version: 3

08/03/2011

**Missouri Department of Transportation**  
**Traffic and 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:** Hazardous Moving Violation  
**Project Number:** 12-PT-02-024  
**Program Area:** Police Traffic Services  
**Funding Source:** 402 / 20.600

**Type of Project:** Initial  
**Started:** 10/01/2011

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

**Grantee County**  
Jackson

**Grantee Address**  
3310 N.E. Rennau Rd.

Lee's Summit, MO 64064

**Telephone**  
816-524-4302

**Fax**  
816-524-4340

**Contract Period**  
**Effective:** 10/01/2011  
**Through:** 09/30/2012

### Federal Funds Benefiting

**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ **\$8,000.00**  
**Total:** **\$8,000.00**

**Source of Funds**

**Federal:** **\$8,000.00**  
**State:** \_\_\_\_\_  
**Local:** \_\_\_\_\_ **\$0.00**  
**Total:** **\$8,000.00**

**Prepared By**  
Silvey, Randy

\_\_\_\_\_  
**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 \$8,000.00** ; 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.



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) Traffic and Highway Safety Division (THSD), 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 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 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 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.

## CONTRACT CONDITIONS - PAGE 4

### 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 Traffic and 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 Traffic and 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.

- 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

---

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 2007-2009, there were 1,236 fatalities resulting from aggressive drivers. Of those fatalities, 40.1% resulted from exceeding the speed limit, 56.5% resulted from driving too fast for conditions, and 3.9% from following too close. Also, during the same time frame there were 817 people killed and 3,670 were seriously injured from impaired driving.

According to data provided by MSHP during 2008 - 2010 Jackson County was listed as the 2nd highest county in Missouri for crashes where speed was involved. Nearly 1/6th of the crashes in Jackson County were speed related during that time period. More alarming is that during 2008 - 2010 Jackson County was number 1 in Fatal Crashes Involving Speed and three cities in Jackson County were among the six (6) highest in Fatal Speed related Crashes: 1-Kansas City, 4-Independence, 6-Lee's Summit (in Speed Involved Traffic Crashes Lee's Summit was rated at 5th with Kansas City and Independence remaining at the same rank as Fatal Speed).

With the increased traffic congestion due to ongoing necessary work zones (people complain about potholes and deteriorated roadways, then are inconvenienced by the road construction) there seems to be a tendency for speeding to make up for the delays in the motorist commute. With the year round sports in the Jackson County area the Impaired Drivers are appearing earlier in the day as baseball games end in mid afternoon and motor racing events are held in afternoons as well. Aggressive Driving and Inattentive Driving have become more of a factor in driving habits on the roadways, due in part to the increased access and use of cell phones and people trying to multitask while on their commute and travels. Other areas of concern for the Hazardous Moving Violation Enforcement include Failure to Obey Traffic Control Devices (stop signs, signal lights, improper turning, etc) Following too Close, Cutting In on Another Vehicle, Careless and Imprudent Driving, and Failure to Yield, etc.

The Failure to Yield to Emergency Vehicles that are stopped on the roadway becomes an issue for officer safety. But when the deputy is busy with the stop it is difficult for him to attempt to make the necessary contact with the violator who chose not to "Move Over". If there were more deputies working the enforcement they could work together to provide assistance and high visibility for the enforcement.

## GOALS/OBJECTIVES

---

Goal:

To decrease aggressive driving-related fatalities by 2 percent annually to:

- 419 by 2010
- 410 by 2011
- 402 by 2012
- 394 by 2013

Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

## PROJECT DESCRIPTION

---

Project Description information will be captured in the supplemental section.

## SUPPLEMENTAL INFORMATION

### Question

### Answer

You must answer the following questions.

- |   |   |     |
|---|---|-----|
| 1 | Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2 | Does your agency report racial profiling data annually?                 | Yes |
| 3 | Does your agency report to STARS?                                       | Yes |
| 4 | Does your agency report UCR information annually?                       | Yes |
| 5 | Please explain any NO answer(s) to questions 1-4:                       |     |

Please use the most current 12-months of data available for answering questions 6-10.

- |    |   |      |
|----|---|------|
| 6  | Total number of DWI violations written.                       | 341  |
| 7  | Total number of speeding violations written.                  | 4051 |
| 8  | Total number of HVM violations written.                       | 1878 |
| 9  | Total number of child safety/booster seat violations written. | 72   |
| 10 | Total number of safety belt violations written.               | 387  |

Use the most current three years crash data for questions 11-19.

- |    |  |        |
|----|--|--------|
| 11 | Total number of traffic crashes.   | 65,554 |
| 12 | Total number of traffic crashes resulting in a fatality.                 | 217    |
| 13 | Total number of traffic crashes resulting in an injury.                  | 1,547  |
| 14 | Total number of speed-related traffic crashes.                           | 10,757 |
| 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.    | 398    |
| 17 | Total number of alcohol-related traffic crashes.                         | 2,594  |
| 18 | Total number of alcohol-related traffic crashes resulting in a fatality. | 57     |
| 19 | Total number of alcohol-related traffic crashes resulting in an injury.  | 200    |

Enter your agency's information below.

- |    |  |     |
|----|--|-----|
| 20 | Total number of commissioned law enforcement officers. | 126 |
|----|--|-----|



21	Total number of commissioned patrol and traffic officers.	27
22	Total number of commissioned law enforcement officers available for overtime enforcement.	95
23	Total number of vehicles available for enforcement.	85
24	Total number of radars/lasers.	31
25	Total number of in-car video cameras.	31
26	Total number of PBT's.	5
27	Total number of Breathalyzers.	3

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.

I 70, I 435, U.S. 24, U.S.40, 50 Hwy, 150 Hwy, Pink Hill Rd, Mo 291, Mo 7,  
Additional roadways that need enforcement due to neighborhood complaints and/or crash data.

29 Enter the months in which enforcement will be conducted.

October - November, March - September.  
Winter months only as crash data and MoDOT reports a need for enforcement

30 Enter the number of enforcement periods your agency will conduct each month. 12

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

Monday - Saturday

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

6:00 am to 9:00 am and 2:00 pm to 6:00 pm (Additional times for special events or mobilizations)

33 Enter the number of officers assigned during the enforcement period. 6

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

N/A

## PROJECT EVALUATION

---

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

---

Program  
Amount  
Contract Dates  
MoDOT Highway Safety Division  
DWI Enforcement/LETSAC  
\$20,000.00  
10/01/2010-09/30/2011

MoDOT Highway Safety Division  
Hazardous Moving Violations Enforcement  
\$20,000.00  
10/01/2010-09/30/2011

MoDOT Highway Safety Division  
Sobriety Checkpoint  
\$23,000.00  
10/01/2010-09/30/2011

MoDOT Highway Safety Division  
Multiple Offender Enforcement  
\$14,000.00  
10/01/2010-09/30/2011

MoDOT Highway Safety Division  
JCSO Traffic Unit Salary  
\$181,563.33  
10/01/2010-09/30/2011

Missouri Highways & Transportation Commission - Safe Routes to School  
Indian Creek Elementary- Center School District  
\$25,000.00  
3/28/2011-3/27/2013

Missouri Highways & Transportation Commission - Safe Routes to School  
Three (3) Elementary School - Hickman Mills School District  
\$25,000.00  
3/28/2011-3/27/2013

Missouri Highways & Transportation Commission - STIP On Call Work Zone  
Enforcement  
\$30,000.00  
3/1/2011-9/1/2012

Missouri Safety Center  
Youth Seatbelt & Click It or Ticket  
\$3,300.00  
3/15-31/2011 & 5/23-6/5/2011

Missouri Safety Center  
Youth Alcohol  
\$500.00  
5/4/2011-5/13/2011

MoDOT Highway Safety Division  
Youth Alcohol/Compliance Checks  
\$11,970.00  
10/01/2010-09/30/2011

**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>Personnel</b>							
	Overtime and Fringe	Overtime and Fringe (FICA .0765)	1.00	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
					<b>\$8,000.00</b>	<b>\$0.00</b>	<b>\$8,000.00</b>
<b>Total Contract</b>					<b>\$8,000.00</b>	<b>\$0.00</b>	<b>\$8,000.00</b>

## ATTACHMENTS

---

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	Grant app. co. auth.pdf	05/02/2011