

CONTRACT

Ord. 4668

Form HS-1

Revision Reason: Wording

Version: 3

07/02/2014

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 Enforcement  
Project Number: 15-154-AL-052  
Project Category: Transfer  
Program Area: 154/164 Alcohol

Name of Grantee  
Jackson County Sheriff's Office

Funding Source: 154 AL / 20.607

Grantee County  
Jackson

Type of Project: Initial

Started: 10/01/2014

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

Federal Funds Benefiting  
State:  
Local: \$7,800.00  
Total: \$7,800.00

Telephone  
816-524-4302

Fax  
816-524-4340

Source of Funds  
Federal: \$7,800.00  
State:  
Local: \$0.00  
Total: \$7,800.00

Contract Period  
Effective: 10/01/2014  
Through: 09/30/2015

Prepared By  
Holmes, Marcus

Authorizing Official: Michael D. Sanders, County Executive Date: 10/1/2014  
Project Director: [Signature] Date: 10-28-2014  
Highway Safety Director: [Signature] 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 \$7,800.00 ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

FILED  
OCT 28 2014  
MARY JO SPINO  
COUNTY CLERK

APPROVED AS TO FORM:  
By: [Signature] W. Stephen Nixon, County Counselor

ATTEST BY:  
[Signature] Mary Jo Spino, Clerk of the County Legislature

OCT 16 2014  
TRAFFIC & HIGHWAY SAFETY

**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 the 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 insured's 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:**

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 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 the 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. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Grantee and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XV. 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 Countermeasures Incentive Grants I
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 Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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**XX. POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXI. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXII. RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.



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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, and 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).
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

#### 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. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

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 Standardized Field Sobriety Test 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 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 vouchers.

## 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

### Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints.
  1. Targeted population - Impaired drivers
  2. Enforcement locations - When working with KCPD, the locations are selected by the command staff of KCPD and have included Wornall, 77th, 75th, Main, Independence Ave. and Prospect. The Task Force sites have included 291, 470, 3rd St., 150, 350, and multiple areas for Saturation Patrols within and outside their city limits.
  3. Number of Officers assigned to each enforcement period - 10 law enforcement and non law enforcement personnel.
  4. Time of Enforcement - approximately 2100 - 0400
  5. Duration of each Enforcement - 6/8 hour
  6. Days of the week selected for Enforcement periods - Thursday - Sunday primarily
  7. Months - October - September
  8. Additional projects description:
    - a. DWI Checkpoint - continue participating with KCPD at their Sobriety Checkpoints with a goal of twelve as Overtime Enforcement for monitoring Impaired Drivers..
    - b. Task Force Enforcements - continue participating in Sobriety Checkpoints and Saturation Patrols with Jackson County Traffic Safety Task Force Agencies in their communities/cities through Mutual Agreement
    - c. DWI Patrols - The concentration of law enforcement vehicles is a highly visible means of educating the general public to our goal of removing Impaired Drivers from our roadways.
    - d. Saturation Patrols - participating in operating additional enforcement in area surrounding Kansas City or other cities during a Sobriety Checkpoint throughout Jackson County when agency has requested our presence to supplement their enforcement.
  9. Equipment requested
    - a. Fuels - Gas for the operation of the generator which provides the electricity for the lighting systems, propane for the patio heaters, kerosene for the turbo heaters. The heating and lighting systems are used for the line, booking area, passenger waiting area.
    - b. BAC, PBT testing equipment - Alco Sensor mouthpieces (disposable), Simulator Solution, disposable gloves.
    - c. Body Cameras - to be used by DWI Traffic Safety deputies in the performance of their daily duties/shift, during overtime funded checkpoints and saturation patrol enforcements, and any project authorized by the department. The access to view the video provided by the cameras can act as a training tool for other deputies. Six units are requested including any software needed to make the product compatible with our system. Currently we utilize the Watch Guard In-Car Camera system.

## SUPPLEMENTAL INFORMATION

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### 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 6-11.

- |   |      |
|---|------|
| 6 Total number of DWI violations written.                       | 134  |
| 7 Total number of speeding violations written.                  | 4538 |
| 8 Total number of HVM violations written.                       | 1450 |
| 9 Total number of child safety/booster seat violations written. | 42   |
| 10 Total number of safety belt violations written.              | 278  |
| 11 Total number of sobriety checkpoints hosted.                 | 0    |

Use the most current three years crash data for questions 12-22.

- |   |       |
|---|-------|
| 12 Total number of traffic crashes.   | 61402 |
| 13 Total number of traffic crashes resulting in a fatality.                       | 210   |
| 14 Total number of traffic crashes resulting in a serious injury.                 | 1600  |
| 15 Total number of speed-related traffic crashes.                                 | 9221  |
| 16 Total number of speed-related traffic crashes resulting in a fatality.         | 87    |
| 17 Total number of speed-related traffic crashes resulting in a serious injury.   | 422   |
| 18 Total number of alcohol-related traffic crashes.                               | 2162  |
| 19 Total number of alcohol-related traffic crashes resulting in a fatality.       | 40    |
| 20 Total number of alcohol-related traffic crashes resulting in a serious injury. | 190   |

a. Fuels - Gas for the operation of the generator which provides the electricity for the lighting systems, propane for the patio heaters, kerosene for the turbo heaters. The heating and lighting systems are used for the line, booking area, passenger waiting area.

b. BAC, PBT testing equipment - Alco Sensor mouthpieces (disposable) will be used for DWI testing at checkpoints, Saturation Patrol/Wolf Pack Enforcements and during DWI traffic stops, Simulator Solution will be used for the monthly Maintenance done on the four AS IVs. Disposable gloves for use at checkpoints, Saturation Patrol/Wolf Packs and during traffic stops for searches. Surface prepwipes to disinfect and sanitize equipment and surfaces

c. Body Cameras - to be used by Deputies in the performance of their daily/shift duties, during overtime funded checkpoints and saturation patrol enforcement, and any project authorized by the department. for use in the testing and interview area as well. We currently utilize the Watch Guard In-Car Camera system with great success.

A handwritten signature in black ink, appearing to be 'B. K.', located at the bottom left of the page.

## ADDITIONAL FUNDING SOURCES

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Aggressive Driving - Destination Safe	\$5,000.00	7/1/2013-5/1/2014
Deputy Sheriff Salary Supplement Fund		7/1/2013-6/30/2014
HIDTA - Hager	G13MW0003A	1/1/2013-12/31/2014
HIDTA - Kelley	G13MWE0003A	1/1/2013-12/31/2014
Safe Routes to School Hickman Mills	\$15,436.94	8/18/2010-6/6/2014
Safe Routes to School Indian Creek	\$16,707.50	8/18/2010-6/6/2014
Work Zone	\$17,700.00	7/1/2013-12/31/2014
JAG 2011-DJ-BX-3182		10/01/2010-09/30/2014
JAG 2010-DJ-BX-0399		10/01/2009-9/30/2014
Seatbelt Enforc. MoDOT	\$16,552.00	10/01/2013-09/30/2014
Wolf Pack Enforc MoDOT	\$20,000.00	10/01/2013-09/30/2014
Sobriety Ckpt Enforc MoDOT	\$35,780.00	10/01/2013-09/30/2014
Hazardous Moving Enforc MoDOT	\$20,000.00	10/01/2013-09/30/2014
DWI Unit Equipment MoDOT	\$70,000.00	10/01/2013-09/30/2014
DWI Salary and Cameras MoDOT	\$182,176.07	10/01/2013-09/30/2014

*BAC*



ATTACHMENTS

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Document Type

Description

Original File Name

Date Added

