

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

Name of Grantee
 Jackson County Sheriff's Office

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

Grantee County
 Jackson

Federal Funds Benefiting
State: _____
Local: _____ \$35,780.00
Total: _____ \$35,780.00

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


Source of Funds
Federal: _____ \$35,780.00
State: _____
Local: _____ \$0.00
Total: _____ \$35,780.00

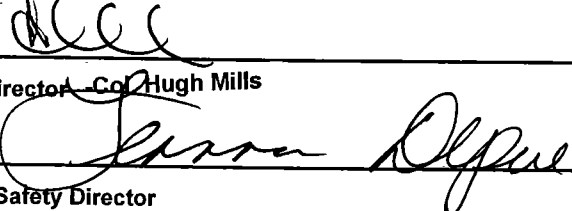
Telephone
 816-524-4302

Fax
 816-524-4340

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

Prepared By
 Luebbert, Chris

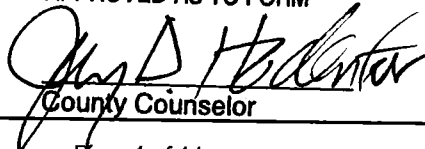

 Authorizing Official - Michael Sanders Date 9/18/13

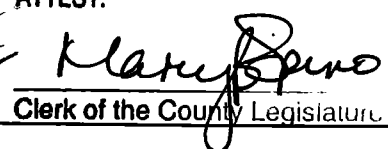

 Project Director - Col Hugh Mills Date 9-25-13
 Highway Safety Director Date 10-07-13

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.

APPROVED AS TO FORM

ATTEST:


 County Counselor


 Clerk of the County Legislature

FILED
 OCT 16 2013
 MARY JO SPINO
 COUNTY CLERK

Initials 

CONTRACT CONDITIONS - PAGE 3

VI. PRODUCTION & DEVELOPMENT COSTS: Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as MHTC deems appropriate.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).
OPTION 1:

- A. To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.
- B. The Grantee will require any contractor procured by the Grantee to work under this Agreement:
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
 - 2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

VIII. AMENDMENTS: The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Grantee shall submit a written request to MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XI. LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XII. VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XIII. SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XIV. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the MoDOT, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- D. The contractor will comply will all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, NHTSA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

PROBLEM IDENTIFICATION

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.

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.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
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.	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
Use the most current three years crash data for questions 12-22.	
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

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:

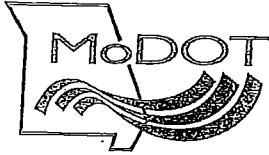
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

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

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	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
Operational Expenses and Supplies							
	Fuel	Propane, Kerosene and Gasoline	1.00	\$780.00	\$780.00	\$0.00	\$780.00
					\$780.00	\$0.00	\$780.00
Personnel							
	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
Training							
	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
Total Contract					\$35,780.00	\$0.00	\$35,780.00

Initials *sl*



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