

CONTRACT

Ord. 4784

Form HS-1

Revision Reason: Wording

Version: 2

05/15/2015

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: Seat Belt Enforcement and Education
Project Number: 16-M2OP-05-012
Project Category: 405b Low OP Information System
Program Area: Occupant Protection

Name of Grantee
 Jackson County Sheriff's Office

Funding Source: 405b / 20.616

Grantee County
 Jackson

Type of Project: Initial

Started: 10/01/2015

Grantee Address
 4001 NE Lakewood Court
 Lee's Summit, MO 64064-1703

Federal Funds Benefiting
State:
Local: \$15,000.00
Total: \$15,000.00

Telephone
 816-524-4302

Fax
 816-795-1969

Source of Funds
Federal: \$15,000.00
State:
Local: \$0.00
Total: \$15,000.00

Contract Period
Effective: 10/01/2015
Through: 09/30/2016

Prepared By
 Holmes, Marcus

MDS
 Authorizing Official **Michael D. Sanders, County Executive** Date 1 Oct 2015
Ben Kenney
 Project Director **Ben Kenney, Sheriff's Office** Date 1 Oct 2015
Bill Whipple
 Highway Safety Director Date 10/27/15

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$15,000.00**; 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.

APPROVED AS TO FORM
W. Stephen Nixen
 County Counselor

ATTEST:
Mary Jo Spino
 Clerk of the County Legislature

FILED
 NOV 04 2015
 MARY JO SPINO
 COUNTY CLERK

[Handwritten signature]

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

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

II. EQUIPMENT

A. PROCUREMENT: Grantee may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Grantee must have written approval from the MHTC prior to bid approval and purchase.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Grantee must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for 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 shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. STATUTORY REQUIREMENTS

A. COMPLIANCE: The Grantee 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).
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.

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B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

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 must submit 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 ORIGATION 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

XVI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - 1. The entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

XVII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

XVIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

- a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. 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 meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier 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 with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
- 7. 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.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

XXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

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

A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

- 1. Student Evaluation of the training
 - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
- 2. Instructor evaluation of the students' comprehension and understanding of the material presented.

CONTRACT CONDITIONS - PAGE 7

C. The grantee must provide a sign-up sheet for every class—a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
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.

PROBLEM IDENTIFICATION

Traffic crashes are the leading cause of death in the United States. It is well recognized that one of the best means of defense in a crash is to be protected by a safety belt or a child safety seat. Increasing safety belt use has tremendous potential for saving lives, preventing injuries, and reducing the economic costs associated with traffic crashes.

For many years, motor vehicle manufacturers have been required to install safety belts in their vehicles, so the vast majority of vehicles on the roads today have these types of safety devices installed. The overwhelming percentage of people killed on Missouri roads or seriously injured in 2011-2013, in all probability, had a safety belt available for use (except for pedestrians, bicyclist, and motorcyclist):

- 2,369 killed - 76.5% had a safety belt available;
- 16,088 seriously injured - 79.1% had a safety belt available.

A substantial number of occupants killed in 2011-2013 Missouri traffic crashes were not wearing safety belts compared to those injured and not injured. In fatal crashes where safety belt usage was known, 68.3% of the people who died were not buckled up. Of those seriously injured, 37.2% were not belted. Conversely, of those not injured, 690,250 were wearing a safety belt.

Safety belt use dramatically reduces a person's chance of being killed or seriously injured in a traffic crash. Of the drivers involved in 2011-2013 crashes, 1 in 2 was injured when they failed to wear their safety belt, however, when they were wearing a safety belt, their chances of being injured in the crash were 1 in 8. When examining driver deaths, the differences are much more significant. Drivers had a 1 in 29.5 chance of being killed if they were not wearing a safety belt; but that chance dropped dramatically to only 1 in 1,391 if the driver was wearing a safety belt.

The possibility of death and serious injury dramatically increases in cases where the person is ejected from the vehicle at the time of the crash. One of the benefits of being belted is it increases the probability of the person staying in the vehicle and being protected by the vehicle passenger compartment. In known cases of those occupants killed who were totally ejected from the vehicle, 96.3% were not wearing safety belts and of those partially ejected, 92.2% were not belted. Of the occupants killed who were not ejected from their vehicles, 53.6% failed to wear their safety belts. During FY2011-2013 there were 60,297 crashes reported by law enforcement agencies in Jackson County. Of the 60,297 crashes 86 fatalities involved individuals that were unbuckled and 330 with disabling injuries that were unbuckled at the time of the crash.

Jackson County consistently has a high percentage of unbuckled fatalities and disabling injury crashes. As of 2013 Kansas City, Grandview, Independence and Sugar Creek have primary seat belt ordinances.

The following shows comparative analysis of where Jackson County, Kansas City, Independence, Lee's Summit and Grandview rank as compared to other counties and cities in Missouri for unbuckled fatalities and disabling injuries.

Unbuckled crashes:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 4th in the state
Lee's Summit - 12th in the state
Grandview - 28th in the state

Unbuckled Fatalities:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 5th in the state
Lee's Summit - 8th in the state
Grandview - 10th in the state

Unbuckled Disabling Injuries:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 2nd in the state
Lee's Summit - 7th in the state
Grandview - 16th in the state
Independence - 4th in the state

The top five crash locations in Jackson County are US 40 Hwy and Mo 291 Hwy, US 50 and Todd George, Noland and 35th St., AA Hwy and Buckner Tarsney, 71 Hwy and Gregory. The high crash days of the week and time of day are Thursday through Monday 11:30 am to 7 pm.

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GOALS/OBJECTIVES

Goal #1: To increase statewide safety belt usage by 1 percent annually to:

- 81% by 2014
- 82% by 2015
- 83% by 2016

Performance Measure:

Statewide percent observed belt use for passenger vehicles (front seat outboard occupants)

Benchmark:

2013 statewide safety belt usage rate = 80%

Goal #2:

To reduce unrestrained passenger vehicle occupant fatalities to:

- 379 by 2013
- 361 by 2014
- 344 by 2015
- 326 by 2016

Performance Measure:

Number of unrestrained passenger vehicle occupant fatalities

Benchmark:

2013 unrestrained passenger vehicle occupant fatalities = 334

Goal #3:

To increase teen safety belt usage by 1 percent usage annually to:

- 68% by 2014
- 69% by 2015
- 70% by 2016

Performance Measure:

Percent observed belt use for teen front seat outboard occupants

Benchmark:

2013 teen safety belt usage rate = 67%

Objectives:

1. Participate in the National "Click It or Ticket" campaign
2. Participate in the quarterly occupant protection enforcement campaigns
3. Develop and implement an enforcement plan that will focus on non use of occupant protection devices as required by State statute or local ordinance.

Objectives:

1. Targeted population - all drivers.
2. Targeted Enforcement locations - Including but not limited to Interstate - 70, 470, and 71; US Highways 24, 40, 50; State Highways 7, 291 78, 50, 350, AA, BB; and city streets: 39th St, Lee Summit Rd. in Independence area, 47th, 75th St., Troost, Main St. in Kansas City; Blue Ridge Blvd, Blue Pkwy, Adams Dairy, Little Blue Pkwy., The county has jurisdiction throughout the cities and unincorporated areas and can enforce county ordinances and state laws on all roadways within the boundary of the county.
3. Number of Officers assigned to each enforcement period - 6
4. Days of the week selected - Thursday, Friday, Saturday, Sunday and Monday, with the discretion of activity planned by the DWI / Traffic Safety Unit Supervisor.
5. Duration of Enforcement - 8 hours depending on the enforcement activity planned by the DWI / TSU Supervisor.
6. Months selected for enforcement periods. January - December.
7. Equipment, promotional or supply items requested - none.
8. Number of non-law enforcement personnel per enforcement activity - 3 dedicated civilians
9. Additional projects description narrative:
 - a. Educational projects - deputies and non law enforcement personnel are made available to make presentations to the

Junior Deputy Program, at area schools, Citizen Police Academies, Neighborhood Watch, private corporations, Public Service, etc

b. Setup educational presentations at local school activities by law enforcement and non law enforcement personnel, to promote seat belt use, including available handouts and incentive items.

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PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

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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 Has any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
6 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 7-12.	
7 Total number of DWI violations written.	160
8 Total number of speeding violations written.	3867
9 Total number of HVM violations written.	1892
10 Total number of child safety/booster seat violations written.	59
11 Total number of safety belt violations written.	347
12 Total number of sobriety checkpoints hosted.	0
Use the most current three years crash data for questions 13-23.	
13 Total number of traffic crashes.	60,297
14 Total number of traffic crashes resulting in a fatality.	206
15 Total number of traffic crashes resulting in a serious injury.	1608
16 Total number of speed-related traffic crashes.	8,428
17 Total number of speed-related traffic crashes resulting in a fatality.	83
18 Total number of speed-related traffic crashes resulting in a serious injury.	428
19 Total number of alcohol-related traffic crashes.	2,148
20 Total number of alcohol-related traffic crashes resulting in a fatality.	48

21	Total number of alcohol-related traffic crashes resulting in a serious injury.	190
22	Total number of unbuckled fatalities.	86
23	Total number of unbuckled serious injuries.	330

Enter your agency's information below.

24	Total number of commissioned law enforcement officers.	99
25	Total number of commissioned patrol and traffic officers.	31
26	Total number of commissioned law enforcement officers available for overtime enforcement.	90
27	Total number of vehicles available for enforcement.	56
28	Total number of radars/lasers.	20
29	Total number of in-car video cameras.	30
30	Total number of PBT's.	15
31	Total number of Breathalyzers.	4

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

- 32 Identify the primary enforcement locations.
I-70, I-470, I-49; US-24, US-40; MO-AA, MO-BB, MO-7, MO-50, MO-150. 39th st, Lee's Summit Rd, Noland, Little Blue Pkwy
- 33 Enter the months in which enforcement will be conducted.
January - December
- 34 Enter the number of enforcement periods your agency will conduct each month. 3
- 35 Enter the days of the week in which enforcement will be conducted.
Thursday - Monday
- 36 Enter the time of day in which enforcement will be conducted.
1100 am - 0300 am
- 37 Enter the number of officers assigned during the enforcement period. 6
- 38 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.

RLC

ADDITIONAL FUNDING SOURCES

HMV Enforcement \$25,000.01 #15-PT-02-039 Oct. 1, 2014-Sept 30, 2015
DWI Wolf Pack \$40,000.45 #15-154-AL-042 Oct. 1, 2014-Sept 30, 2015
DWI/Traffic Safety Unit Salary \$160,255.22 #15-154-AL-041 Oct. 1, 2014-Sept 30, 2015
Sobriety Ckpt \$50,000.21 #15-154-AL-040 Oct. 1, 2014-Sept 30, 2015
Deputy Sheriff Salary Supplementation Fund #2015-DSSSF-042 July 1, 2014 - June 30, 2015
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
MoDOT Work Zone \$15,000.00 #CWZEA51Z July 1, 2014 - Dec. 31, 2015
KC Gang Task Force MOU (no amount given) ongoing
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
DWI Traffic Equip. and Supplies 15-154-AL-052 Oct. 1, 2014-Sept 30, 2015
National Bioterrorism Hospital Preparedness Program ASPR FY 2013M 77110
Homeland Security Grant Program (no other information available)



BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	3 enforcements per month with 6 officers at 8 hours = 1728 Average overtime salary for law enforcement personnel \$35.00 + FICA = \$37.67	1.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
	Overtime and Fringe	1 activity per month for 3 civilians for 8 hrs = 288 Average non law enforcement personnel overtime \$26.00 + FICA = \$27.98	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$15,000.00	\$0.00	\$15,000.00
Total Contract					\$15,000.00	\$0.00	\$15,000.00

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
4191_001.pdf

Date Added
03/02/2015

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

COUNTY AUTHORIZATION

On Mar 2, 2015 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

Signature of Authorizing Official

County Executive

Title of Authorizing Official

APPROVED AS TO FORM

Jan P. Holden for
County Counselor