

# CONTRACT

O. 5893

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation  
Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
Phone: 573-751-4161  
Fax: 573-634-5977

Project Title: Dedicated Impaired Driving Enforcement  
Project Number: 25-ENF-03-040  
Project Category: Impairment Enforcement  
Program Area: Impaired Driving Countermeasures

Name of Grantee  
Jackson County Sheriff's Office

Funding Source: 154 AL / 20.607

Grantee County  
Jackson

Type of Project: Initial

Started: 10/01/2024

Grantee Address  
4001 NE Lakewood Court

## Federal Funds Benefiting

State:

Local: \$283,841.10

Total: \$283,841.10

Lee's Summit, MO 64064-1703

## Source of Funds

Federal: \$283,841.10

State:

Local: \$282,341.10

Total: \$566,182.20

Telephone  
816-541-8017

Fax  
816-795-1969

Contract Period  
Effective: 10/01/2024  
Through: 09/30/2025

Prepared By  
Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

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 \$283,841.10; 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

FILED

ATTEST:

County Counselor

FEB 14 2025

Clerk of the County Legislature

MARY JO SPINO  
COUNTY CLERK

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

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient 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 Subrecipient.

**II. GENERAL REQUIREMENTS**

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT AND SOFTWARE**

**A. PROCUREMENT:** Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
  1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
  2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
  3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

**B. DISPOSITION:** The Subrecipient 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. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

### CONTRACT CONDITIONS - PAGE 3

tracked and may be disposed of. Subrecipient 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 Subrecipient's previous twelve months authorized strength.

#### **V. FISCAL RESPONSIBILITY**

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (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 Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient 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 Subrecipient, 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 person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient 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 Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee'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:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). 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.

#### **VI. 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.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.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 (or "Assistance Listings") 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. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - A. 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
  - B. 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.

## VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient 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 Subrecipient 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 Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient 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, and in the case of partial termination the portion of the award to be terminated.

## VIII. 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 ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

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- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

### IX. STATUTORY AND REGULATORY REQUIREMENTS

- A. **COMPLIANCE:** The Subrecipient 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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
  - 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
  - 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
  - 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

- X. **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 Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; 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.

- XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations 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 Subrecipient 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient 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

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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 Subrecipient 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 Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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 Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic 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.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **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.
- XVII. **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.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u>                        |
|----------------|-----------------------------|---------------------------------------------|
| 402            | 20.600                      | State and Community Highway Safety Programs |
| 154            | 20.607                      | Alcohol Open Container Requirements         |
| 405b           | 20.616                      | National Priority Safety Programs           |
| 405c           | 20.616                      | National Priority Safety Programs           |
| 405d           | 20.616                      | National Priority Safety Programs           |
| 405e           | 20.616                      | National Priority Safety Programs           |
| 405f           | 20.616                      | National Priority Safety Programs           |
| 405g           | 20.616                      | National Priority Safety Programs           |
| 405h           | 20.616                      | National Priority Safety Programs           |
| 405i           | 20.616                      | National Priority Safety Programs           |

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)  
(Applies to subrecipients as well as States)**

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 Subrecipient'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 Subrecipient'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:
  - a. Abide by the terms of the statement.
  - b. 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 (C)(b) 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 (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. 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.

**XXI. 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.

**XXII. 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:

- A. 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.
- B. 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.
- C. 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 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.

**XXIII. 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.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

**Instructions for Primary Tier Participant Certification (States)**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. 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.
- C. 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 or may pursue suspension or debarment.

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- D. The prospective primary tier 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.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. 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.
- J. Except for transactions authorized under paragraph F 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 the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. 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;
  - c. 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
  - d. 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.
- 2. 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 Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

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- B. 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.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom 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.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. 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.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. 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.
- I. Except for transactions authorized under paragraph E 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 or debarment.

**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.

**XXV. BUY AMERICA ACT**  
**(Applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items 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

## CONTRACT CONDITIONS - PAGE 12

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

### **XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE** (Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS**

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

**XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE**

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; Items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST**

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

**General Requirements**

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - 1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - 2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**Disclosure Requirements**

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

## **CONTRACT REQUIREMENTS**

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

Subrecipients 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 prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. 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.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (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. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

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

#### **A. PROBLEM IDENTIFICATION**

Subrecipient 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 Subrecipient 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 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. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
6. The Subrecipient 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 Subrecipient 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 annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

**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 Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient'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 crackdowns held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

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.

**G. PURSUIT POLICIES**

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Jackson County impaired driving crashes: (As reported by Missouri State Highway Patrol crash data):

2017 - 859  
2018 - 814  
2019 - 894  
2020 - 986  
2021 - 1,048  
2022 - 862  
2023 - 902

Jackson County impaired driving fatal crashes: (As reported by Missouri State Highway Patrol crash data):

2017 - 16  
2018 - 8  
2019 - 8  
2020 - 20  
2021 - 17  
2022 - 16  
2023 - 35

Viewing the last 7 years of data for Jackson County, 2020 and 2021 produced a very high number of impaired driver crashes, as well as impaired driving fatalities. While in 2022 one less crash fatality was reported, in 2023 there were 35 impaired driver fatality crashes, the highest number in the past seven 7 years. 15 of those were as a result of drug impaired driving, which is 10 more than the reported 5 drug impaired fatalities reported in 2021, and 9 more than reported in 2022. This is likely the result of the legalization of marijuana for recreational use in Missouri in December of 2022.

As long as the number of impaired driver crashes is higher than zero, there will always be a need for dedicated impaired driving enforcement. When considering the efficiency of DWI enforcement conducted by patrol deputies versus full-time dedicated DWI enforcement deputies, keep the following in mind:

A patrol deputy receives initial DWI investigation training at the academy, and possibly refreshers once or twice in his or her career. That deputy performs Standardized Field Sobriety Testing (SFST) only a few times a year, or not at all, and is thus not comfortable with them. A patrol deputy is subject to the pressures of call volume as well as other serious crimes, and may not invest the time in DWI investigations. Patrol deputies are typically viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders. Additionally, the patrol deputy may not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

A dedicated DWI enforcement deputy receives regular continuing education in DWI enforcement, including legal updates and training. A dedicated DWI enforcement deputy conducts SFSTs on a regular basis, and is very proficient in his or her impaired driving investigations, and subsequently testifying in court. A dedicated DWI deputy is not subject to call volume, and can therefore be proactive in identifying impaired drivers, and making the arrest, rather than simply responding to a crash caused by an impaired driver, when property damage, injury, or a fatality may have already occurred.

Lack of training, know how, or desire of a large amount of the law enforcement community has led to drugged drivers not being properly identified when contacted and removed from the roadways. Failure to recognize this impairment, or discretionary

decisions by officers to not investigate the impairment due to the nature of the contact are believed to contribute to the increase in drugged driving crashes. When agencies such as the Sheriff's Office have dedicated DWI enforcement units working, the units frequently responds to calls from patrol regarding drugged drivers, as the average patrol deputy doesn't feel comfortable investigating these situations. In incidences when the Traffic Safety Unit (TSU) was contacted to handle these types of contacts, even by outside agencies, many drugged driving investigations have resulted in arrests that otherwise would not have been made. During fiscal year 2023, the TSU arrested 394 subjects for driving while intoxicated. During that same period, deputies assigned to patrol, and other divisions of the Sheriff's Office arrested 54.

Jackson County drug impaired driving crashes: (as reported by Missouri State Highway Patrol crash data):

2017 - 102  
2018 - 160  
2019 - 173  
2020 - 230  
2021 - 222  
2022 - 136  
2023 - 169

Due to the legalization of recreational marijuana use in the state of Missouri, it is anticipated that drug impaired crashes would increase as a result. A study published in the Journal of Studies on Alcohol and Drugs, states that legalized recreational marijuana had an increase in traffic crashes and deaths. According to Charles M. Farmer, Ph.D., of the Insurance Institute for Highway Safety in Ruckersville, VA., after legalization and the launch of retail sales, there was a 5.8% rise in the incidence of traffic collision injuries and a 4.1% increase in the rate of fatal crashes in five states that permit people age 21 and older to consume marijuana recreationally. In a comparative group of states without marijuana legalization, the researchers did not see any rise during the same period.

## GOALS/OBJECTIVES

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### Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

### Core Performance Measure Goals:

In fiscal year 2022 members of the Sheriff's Office Traffic Safety Unit (TSU) identified and arrested over 500 impaired drivers. Unfortunately in fiscal year 2023, the unit made over 100 less arrests. While some may consider this a step in the wrong direction, the decrease in arrests can be attributed to extended leave by the TSU members, personnel changes, and less impaired driving investigation experience by the unit's newest members.

The TSU proposes the following progressive 5 year goal, to be pursued by the TSU and our partners going forward in 2024:

- Reduce the number of impaired driving crashes by 8%
- Reduce the number of impaired driving fatality crashes by 15.5%

With the goal of maintaining these percentages every year over the next 5 years, the number of impaired driving crashes and impaired driving crash fatalities will be reduced to the lowest numbers in 6 years.

In addition to reducing the number of impaired driving crashes and fatalities, the Traffic Safety Unit has the following objectives:

1. Field a dedicated DWI Enforcement Unit, the Traffic Safety Unit, of 5 deputies and 1 sergeant.
2. Perform as a full-time saturation patrol. The National Highway Traffic Safety Administration (NHTSA) publication "Countermeasures that Work," 9th Edition (2017), identified saturation patrols as the second most effective enforcement method that can be used to address impaired driving. The TSU works as a unit, every shift. The supervisor and all deputies work the same hours whenever possible, and work in small geographical areas (which change based on day of week, time, and most recent crash data). We are, therefore, a saturation patrol in and of ourselves during each shift that we work.
3. Continue to develop as leaders in DWI enforcement among the law enforcement community in the Kansas City metro area. The TSU has assisted outside agencies on a regular basis during past fiscal years by assisting with crash investigations, impaired driving investigations, Drug Recognition Expert (DRE) evaluations, and more. The TSU will continue to develop this leadership role.
4. Engage any other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, Mother's Against Drunk Driving, (MADD) the Highway Safety & Traffic Division, and others. We will provide updates on progress made. This will involve maintaining an active awareness of traffic crashes in Jackson County as they occur.
5. Utilize the Type II operators within the TSU to educate the newer members of the Sheriff's Office, and any outside agencies on basic identification and interdiction of impaired drivers. This training will be made a priority by the Sheriff's Office and will be taught during in service training. This action will substantially increase the number of eyes on the streets working to identify and interdict impaired drivers on Jackson County roadways.
6. Identify, interdict, and apprehend 400 or more impaired drivers and forward all cases to successful prosecution.

## PROJECT DESCRIPTION

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The Jackson County Sheriff's Office Traffic Safety Unit functions like an organized saturation patrol on all deployment periods and is currently staffed with 1 sergeant and 5 deputies. The amount of arrests made for impaired drivers by the unit has continued to increase since 2014, While 2023 impaired driving arrests decreased from 2022, this can be contributed to extended leave from TSU members, personnel changes, and less experience in impaired driving investigation by the unit's newest members.

2020 - 293

2021 - 439

2022 - 539

2023 - 394

The DWI arrests made over the last 4 years was accomplished without the assistance of sobriety checkpoints, but rather targeted enforcement. The TSU saturates areas which historically have the highest percentage of alcohol related traffic crashes which coincide with larger associated entertainment districts.

The TSU will continue to develop the Sheriff's Office's newest Deputies as well as current TSU members. In addition to traditional driving while impaired investigation training, we will strive for every TSU to be Type II operators, as well as provide the tools necessary for certain members to achieve their DRE certification. Currently, every TSU member must attend an Advanced Roadside Impaired Driving (ARIDE) class, and we intend to maintain that requirement.

Personnel changes over the last few years has brought in deputies with little to no experience in impaired driving investigation. In the time spent on the TSU, these deputies have acquired the skills necessary to conduct thorough drug and/ or alcohol driving investigations, and have utilized those skills after leaving the unit. This in and of itself is a tremendous asset for the Sheriff's Office because that skill set is now passed on to other units/divisions within the Sheriff's Office. Over time, this puts more and more deputies on the roadways with the ability to successfully identify and investigate impaired drivers.

## SUPPLEMENTAL INFORMATION

| Question                                                                                                                                                                                                                                                                                                                                                            | Answer |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| You must answer the following questions.                                                                                                                                                                                                                                                                                                                            |        |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?                                                                                                                                                                                                                                                                               | Yes    |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                              | Yes    |
| 3 Does your agency report racial profiling data annually?                                                                                                                                                                                                                                                                                                           | Yes    |
| 4 Does your agency report to MOCARS?                                                                                                                                                                                                                                                                                                                                | Yes    |
| 5 Does your agency report MIBRS information annually?                                                                                                                                                                                                                                                                                                               | Yes    |
| 6 Please explain any NO answer(s) to questions 1-5:                                                                                                                                                                                                                                                                                                                 |        |
| 7 Have 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     |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application?                                                                                                                                                                                                                                                                  | Yes    |
| 9 If NO, please explain.                                                                                                                                                                                                                                                                                                                                            |        |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                                                | Yes    |
| 11 If YES, please explain.                                                                                                                                                                                                                                                                                                                                          |        |
| The TSU has had several personnel changes within the last year. The TSU's newest members sometimes have little or no experience in impaired driving investigation. While their performance level may not be at the level of a more experienced deputy, it is only temporary, and through experience and training, all the TSU members perform at a very high level. |        |
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                                                      | No     |
| 13 If YES, please explain.                                                                                                                                                                                                                                                                                                                                          |        |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.                                                                                                                                                                                                                  |        |

Over the last 3 fiscal years the Jackson County Sheriff's Office has applied, and been approved for three separate projects. The first being a general unit salary contract which funds a Sergeant and five (5) dedicated Deputies to utilized for a full time traffic safety/impaired driving enforcement team. All funds been utilized the last three years for this project.

The second project awarded is for dedicated impaired driving enforcement (Saturation Patrols). All funding was utilized for fiscal years 2021 and 2022. A total balance of \$3,888.51 remained for 2023. Impaired driving enforcement continues to become a specialized skill set, and most deputies consider this type of enforcement to be somewhat intimidating. There has been very little interest in working this type of enforcement outside the Traffic Safety Unit.

Finally, the Sheriff's Office last awarded project was for hazardous moving violation enforcement (HMVE). The Sheriff's Office has struggled the last 3 years to utilize the funds awarded for this project. This is primarily due to the lack of interest in deputies to work the enforcement. This is in large part due to the lack of radar/lidar units available to deputies outside the Traffic Safety Unit. It should be noted in fiscal year 2023, funding was granted for the purchase of four (4) hand-held radar units to be utilized by non-TSU deputies working the enforcement. The Sheriff's Office has also recently purchased ten (10) vehicle mounted units, and has been approved to purchase an additional ten (10) more.

The approval to compensate deputies working the enforcement at a double time rate of pay has also been extended. That, along with the now available equipment to conduct this type of enforcement should gain interest from both TSU members, as well as from outside units/divisions in utilizing the awarded funding.

- 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? No
- 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No
- 17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

- 18 Total number of DWI violations written by your agency. 448
- 19 Total number of speeding citations written by your agency. 653
- 20 Total number of HMV citations written by your agency. 1219
- 21 Total number of child safety/booster seat citations written by your agency. 7
- 22 Total number of safety belt citations written by your agency. 13
- 23 Total number of warnings issued. 2114

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

- 24 Total number of traffic crashes. 61883
- 25 Total number of traffic crashes resulting in a fatality. 331
- 26 Total number of traffic crashes resulting in a serious injury. 17939

|    |                                                                                |      |
|----|--------------------------------------------------------------------------------|------|
| 27 | Total number of speed-related traffic crashes.                                 | 6908 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality.         | 157  |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury.   | 2594 |
| 30 | Total number of alcohol-related traffic crashes.                               | 2289 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality.       | 42   |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 919  |
| 33 | Total number of unbuckled fatalities.                                          | 148  |
| 34 | Total number of unbuckled serious injuries.                                    | 367  |

**Enter your agency's information below.**

|    |                                                                                                                                                                                        |    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 35 | Total number of commissioned law enforcement officers.                                                                                                                                 | 86 |
| 36 | Total number of commissioned patrol and traffic officers.                                                                                                                              | 30 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement.                                                                                              | 76 |
| 38 | Total number of vehicles available for enforcement.                                                                                                                                    | 96 |
| 39 | Total number of radars/lasers.                                                                                                                                                         | 16 |
| 40 | Total number of in-car video cameras.                                                                                                                                                  | 55 |
| 41 | Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.<br>Preliminary Breath Test instrument= 6<br>Oral Fluid Testing Device=1 |    |
| 42 | Total number of Breath Instruments.                                                                                                                                                    | 8  |

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.

43 Identify primary enforcement locations.

The Traffic Safety Unit regularly reviews the Missouri State Highway Patrol Traffic Crash Mapping Utility and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes. Currently those locations include:

I-70  
US-24 Highway  
US-71 Highway  
US-350 Highway  
US-40 Highway

Within the city limits of Kansas City:

Main street, Broadway Boulevard, I-35 and I-670/I-70, Southwest Boulevard, Southwest Traffic way, West 39th St., Pennsylvania Avenue, J.C. Nichols Park way, and Pennway Park way, and in the Mid-town Kansas City area.

The Traffic Safety Unit will conduct enforcement operations throughout the entire Jackson County area , with targeted enforcement at specific locations based on up to date crash data, entertainment and bar districts within municipalities, as well as any areas with a high propensity for impaired drivers such as sporting events, concerts, etc.

44 Enter the number of enforcement periods your agency will conduct each month. 16

45 Enter the months in which enforcement will be conducted.

October through September, all months of the fiscal year.

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

Primarily Tuesday through Friday, with select Saturdays dedicated to overtime saturation patrol enforcement.

It should be noted at times the Traffic Safety Unit will alter its schedule to adjust enforcement during sporting events, concerts, various holidays, etc. or any time or area there may be an increase in impaired driving.

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

Tuesday through Friday 6:00pm to 4:00am is the primary schedule for the TSU, with Saturdays being reserved for special enforcement/saturation patrols. It must be clarified that from time to time, adjustments to schedules and assignment must be made when staffing is low, however such adjustments will only be made when they are necessary and unavoidable. This would include times when a patrol squad has experienced a critical staffing shortage, or during special assignments involving traffic control.

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

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

The Traffic Safety Unit utilizes supplies needed to conduct driving while intoxicated investigations . This is including, but not limited to:

Dry gas canisters for instrument calibration, PBTs and breath instrument mouthpieces, printer paper for breath instrument printers, and ink ribbons for breath instruments.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS 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) 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, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic 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

The Project Director will routinely monitor enforcement statistics throughout the fiscal year, evaluate each TSU members productivity, document areas of success and achievement, and identify any areas where improvement is needed. The TSU will continue to share data and statistics with regional agencies.

## **ADDITIONAL FUNDING SOURCES**

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# BUDGET

| Category       | Item                            | Description                                                                                                                                                                                                                                                                                                                                                                                        | Quantity | Cost         | Total        | Local        | Total Requested |
|----------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|--------------|--------------|-----------------|
| Equipment      |                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |          |              |              |              |                 |
|                | Breath Instruments and Supplies | Dry gas for instrument calibration, PBT and breath instrument mouthpieces, printer paper for breath instrument printers, ink ribbons for breath instrument printers etc.                                                                                                                                                                                                                           | 1.00     | \$1,500.00   | \$1,500.00   | \$0.00       | \$1,500.00      |
|                |                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |          |              | \$1,500.00   | \$0.00       | \$1,500.00      |
| Personnel      |                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |          |              |              |              |                 |
|                | Salary and/or Fringe            | 2,080 hours of dedicated Impaired driving enforcement for one Sergeant level 2, one Deputy level 2, four deputy level 3. As follows:<br><br>Salary:<br>\$380,287.00<br>FICA:<br>\$29,092.00<br>Pension:<br>\$54,761.32<br>Workman's Comp<br>\$47,634.75<br>Holiday overtime pay: \$20,707.20<br>Additional \$25,000 salary overage<br>Uniform allowance:<br>\$7,200.00<br>Totaling<br>\$564,682.30 | 1.00     | \$564,682.20 | \$564,682.20 | \$282,341.10 | \$282,341.10    |
|                |                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |          |              | \$564,682.20 | \$282,341.10 | \$282,341.10    |
| Total Contract |                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |          |              | \$566,182.20 | \$282,341.10 | \$283,841.10    |

## ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF                  | PDF Document       | 2288_001.pdf              | 03/19/2024        |
| PDF                  | PDF Document       | JCSO TSU Signed App.p     | 03/26/2024        |