

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$4,500.00 from the undesignated fund balance of the 2017 Grant Fund in acceptance of the Sheriff's Office's DWI Unit Training grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5024, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office the DWI Unit Training grant in the amount of \$4,500.00, for the period October 1, 2017, through September 30, 2018; and,

WHEREAS, the Sheriff recommends the use of the grant funds to allow traffic unit officers to attend the annual Law Enforcement Traffic Safety Advisory Council (LETSAC) conference; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2017 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund LETSAC Training			
010-4274	45898 - Increase Revenues	\$4,500	
010-2810	Undesignated Fund Balance		\$4,500
010-2810	Undesignated Fund Balance	\$4,500	
010-4274	56140 – Travel		\$3,625
010-4274	56750 – Education Benefits		\$ 875

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5024 introduced on September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5024.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$4,500.00



Date



Chief Financial Officer

CONTRACT

Ord. 5024

Form HS-1

Revision Reason: Wording

Version: 2

05/22/2017

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

Project Title: Training for DWI Unit
Project Number: 18-PT-02-088
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Name of Grantee
 Jackson County Sheriff's Office

Funding Source: 402 / 20.600

Grantee County
 Jackson

Type of Project: Initial
Started: 10/01/2017

Grantee Address
 4001 NE Lakewood Court

 Lee's Summit, MO 64064-1703

Federal Funds Benefiting
State:
Local: _____ \$4,500.00
Total: \$4,500.00

Telephone
 816-524-4302

Fax
 816-795-1969

Source of Funds
Federal: \$4,500.00
State:
Local: _____ \$0.00
Total: \$4,500.00

Contract Period
Effective: 10/01/2017
Through: 09/30/2018

Prepared By
 Wilson, Scott

Authorizing Official **Date**
[Signature] *10/1/2017*

Project Director **Date**

Highway Safety Director **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$4,500.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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 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. 4011, Pub. L. 114-94
- 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

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

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

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. 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) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

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 officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

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

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. 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.

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) and 49 CFR part 21;
- **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); and
- **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).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

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. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- 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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- 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
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 . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

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

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

XV. LAW 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>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the 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 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 1300.
- 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.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous ~~when submitted or has become erroneous by reason of changed circumstances.~~
- 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. 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 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 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 1300.
- 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 list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- 1. The prospective primary 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;

CONTRACT CONDITIONS - PAGE 9

- 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 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 1300.
- 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*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. 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 NHTSA.
- 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 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 must be manufactured or assembled in the United States of America regardless of cost.
- www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

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 on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

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.

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.
- 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 and encouraged to issue multiple citations and /or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. 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 general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse 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 crackdown 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.

PROBLEM IDENTIFICATION

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved. Jackson County impaired driving crashes:

2007 - 991
2008 - 933
2009 - 987
2010 - 833
2011 - 832
2012 - 752
2013 - 815
2014 - 688
2015 - 662
2016 - 433

Jackson County Impaired Driving Fatal Crashes:

2007 - 20
2008 - 26
2009 - 27
2010 - 10
2011 - 18
2012 - 10
2013 - 13
2014 - 13
2015 - 10
2016 - 10

Viewing the average number of impaired driving related fatalities over the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been more than cut in half since 2007, when funds were first granted by HSD for the formation of the Traffic Safety Unit. It's also obvious that over the past four years, the number of impaired driving traffic crashes appear to have "flatlined," with little to no movement up, or down. This may lead some to the flawed perception that "We're doing all we can do".

The TSU refuses to accept that "There just aren't that many drunks out there anymore". As long as impaired driving fatalities remain higher than zero, there remain more impaired drivers to be detected, and arrested.

The investigation of impaired driving offenses is an integral part of all law enforcement officers' skillsets. Agencies such as the Austin, TX Police Department have evaluated the success of Full-Time DWI Enforcement Units compared to patrol. It is estimated that there is only one arrest for every 88 incidents of a person driving with a blood alcohol concentration over the legal limit (Zador, 2001.) Two reasons that are often cited for why there are not more arrests are the complexity of the DWI arrest process, and the length of time the officer must devote to processing the offender and completing the paperwork (Jones, Lacey, and Wiliszowski, 1998).

When considering the efficacy of DWI Enforcement conducted by patrol deputies/officers, versus by full-time DWI Enforcement deputies/officers, keep the following in mind:

Patrol Deputy/Officer:

- Receives initial DWI investigation training at the academy, and possibly refreshers once or twice in career.
- Performs SFSTs sometimes only a few times a year, or not at all, and is thus not comfortable with them.
- Subject to pressures of call volume and other serious crimes, may not invest the time in DWI investigations.
- Viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders.

-May not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

Full-Time DWI Enforcement Deputy/Officer:

- Receives regular continuing education in DWI enforcement, legal updates, ARIDE, DRE.
- Performs SFSTs on a regular basis, is comfortable conducting, and testifying about the tests.
- Is assigned full-time to DWI enforcement, not subject to pressures of call volume or other serious crimes.
- Operate marked "DWI ENFORCEMENT" vehicles, perceived by the public as always seeking DWI arrests.
- Specialized training such as ARIDE and DRE lead to greater recognition of impaired driving caused by substances other than alcohol.

The Highway Safety Division identified the problem of underreporting of impaired driving traffic crashes . Failure to recognize the impairment, or discretionary decisions by officers to not investigate the impairment due to the nature of the crash (single car, driver-only injury or fatality), are believed to contribute to the under-reporting. When agencies such as the Sheriff's Office have full-time DWI Enforcement Units working, the units frequently respond to crashes to determine if impairment is involved. In crashes handled by the Sheriff's Office, many impaired driving investigations have resulted in arrests that otherwise would not have been made.

During fiscal year 2016, the Sheriff's Traffic Safety Unit arrested 324 subjects for driving while intoxicated. During that same period, deputies assigned to patrol, and other divisions of the Sheriff's Office arrested 64. Of the 64 DWI arrests made by deputies outside the Traffic Safety Unit, over 90% were made by a single deputy who worked a significant amount of grant overtime enforcement. This is a clear indicator of the performance of full-time DWI enforcement deputies compared to ~~deputies working DWI enforcement during regular shift hours, or during overtime enforcement hours.~~

GOALS/OBJECTIVES

In 2012-2014, there were 414,173 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

Goal #1:

To decrease HMV/aggressive driving related fatalities to:

- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

Performance Measure:

Number of HMV/aggressive driving-related fatalities

Benchmark:

2012 aggressive driving-related fatalities = 326
(308 in 2013, 287 in 2014)

Goal #2:

To decrease speed-related fatalities to:

- 312 by 2013
- 297 by 2014
- 283 by 2015
- 268 by 2016

Performance Measure:

Number of speed-related fatalities

Benchmark:

2012 speed-related fatalities = 326
(302 in 2013, 276 in 2014)

Objective:

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

Jackson County impaired driving traffic crash fatalities have not yet fallen below 10 in any single year. We can do better. 2016 crash statistics are not yet complete, and 2017 is in progress.

The Traffic Safety Unit Proposes the following goals going forward:

- 2017 (in progress) - 8 or fewer impaired driving fatalities
- 2018 - 7 or fewer impaired driving fatalities
- 2019 - 6 or fewer impaired driving fatalities
- 2020 - 5 or fewer impaired driving fatalities
- 2021 - 4 or fewer impaired driving fatalities

The cooperative efforts of interested parties have succeeded in the effective reduction of impaired driving traffic crash fatalities, effectively cutting in half the average number of fatalities over the past eight years. If we can cut the number of fatalities in half once, we can certainly make it our goal to do it again.

In pursuit of this goal, the Traffic Safety Unit has the following objective in mind, in addition to those other objectives identified by TSU in the full-time unit funding grant:

1. To maintain a high level of awareness of current trends and tactics used in the traffic safety field.
2. To receive regular updated training in the area of traffic safety, traffic enforcement, and DWI enforcement.
3. To maintain a high degree of inter-agency and inter-field cooperation, through regular contact and exchange of information.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
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 STARS?	Yes
5 Does your agency report UCR 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?	No
11 If YES, please explain.	
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.	
<p>Unexpended balances in the Traffic Safety Unit grant are due to differences in the budgeted salaries of the sergeant and deputies, and the actual salaries of the sergeant and deputies. This can be caused by personnel transfers, the non-occurrence of project possible pay increases, or the lower actual cost of county-paid health insurance versus the budgeted cost.</p> <p>Unexpended balances in the overtime enforcement grants are due to a lack of interest in participation amongst the sworn personnel eligible to work the grant enforcement.</p>	
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 DUNS 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.	425
19 Total number of speeding violations written by your agency.	1256
20 Total number of HMV violations written by your agency.	2472
21 Total number of child safety/booster seat violations written by your agency.	34
22 Total number of safety belt violations written by your agency.	25
23 Total number of sobriety checkpoints hosted.	8

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.	74139
25 Total number of traffic crashes resulting in a fatality.	369
26 Total number of traffic crashes resulting in a serious injury.	20540
27 Total number of speed-related traffic crashes.	7494
28 Total number of speed-related traffic crashes resulting in a fatality.	53
29 Total number of speed-related traffic crashes resulting in a serious injury.	2104
30 Total number of alcohol-related traffic crashes.	1715
31 Total number of alcohol-related traffic crashes resulting in a fatality.	44
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	699
33 Total number of unbuckled fatalities.	85
34 Total number of unbuckled serious injuries.	1349

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	97
36 Total number of commissioned patrol and traffic officers.	35
37 Total number of commissioned law enforcement officers available for overtime enforcement.	92

38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	20
40	Total number of in-car video cameras.	35
41	Total number of PBTs.	15
42	Total number of Breath Instruments.	5

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 MSHP's 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 and US-40 HWY between Blue Ridge Cutoff and Lee's Summit Road, US-71 HWY, US-350 HWY, and 63rd Street in the Kansas City/Raytown area. It also includes Main Street, Broadway Blvd, I-35, and I-760/I-70 in the midtown Kansas City district.

44 Enter the number of enforcement periods your agency will conduct each month. 20

45 Enter the months in which enforcement will be conducted.

Full-time unit, all months.

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

Tuesday through Fridays, with Saturdays at least twice per month.

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

6:00 p.m. to 4:00 a.m. with infrequent hours outside that time frame due to special assignment, training, etc.

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.

PROJECT EVALUATION

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

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
- ~~Other (any other information or material that supports the Objectives)~~
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

MIDWEST HIDTA, Initiative - Kansas Investigative Support Center

2016 Funding Year (11/1/16 to 12/31/17)

Allocated - \$45,8431.00. Expended as of 10/16 - \$18,426.75. Balance Available - \$40,004.25

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Training							
	Professional Development	LETSAC annual conference, lodging, meals, registration costs. LETSAC annual conference attendance for all TSU members.	1.00	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00
					\$4,500.00	\$0.00	\$4,500.00
Total Contract					\$4,500.00	\$0.00	\$4,500.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	feb21grantauthorization.p	02/23/2017

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5024

Sponsor(s): Alfred Jordan

Date: September 25, 2017

<p>SUBJECT</p>	<p>Action Requested: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Training for DWI Unit. An ordinance to appropriate \$4,500.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (hereinafter referred to as MoDOT) to the Sheriff's Office. #: 18-PT-02-088</p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$4,500.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$4,500.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>FROM ACCT \$ \$4,500.00</td> </tr> <tr> <td>TO: Grant Fund 010; DWI Unit Salary Fund – 4274</td> <td>TO ACCT</td> </tr> <tr> <td>56750 – Education</td> <td>\$875.00</td> </tr> <tr> <td>56140 – Travel</td> <td>\$3625.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$ Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$4,500.00	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$4,500.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$4,500.00	TO: Grant Fund 010; DWI Unit Salary Fund – 4274	TO ACCT	56750 – Education	\$875.00	56140 – Travel	\$3625.00
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56750 – Education	\$875.00																
56140 – Travel	\$3625.00																
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sgt. Doug Blodgett TSU Sergeant: 816-524-4302 x 72240</p>																
<p>REQUEST SUMMARY</p>	<p>Accept and Appropriate \$4,500.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$4,500.00 and does not require matching funds.</p> <p>The term of this Grant is October 1, 2017 through September 30, 2018.</p> <p>This grant is to fund the Jackson County Sheriff's Office to send members of the TSU to the annual Law Enforcement Traffic Safety Advisory Council (LETSAC) conference.</p>																
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)</p>																

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	MoDOT contract #18-PT-02-088 MoDOT award Letter	
REVIEW	Department Director:	Date: 10/8/2017
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/14/17
	Division Manager:	Date: 9/18/17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

-
- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund Undesignated Fund Balance	\$4,500.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 14, 2017

ORD # 5024

<u>Department / Division</u>	<u>Character/Description</u>	From	To
Grant Fund - 010			
<u>4274 - LETSAC Training</u>	<u>45898 - Increase Revenues</u>	<u>4,500</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>4,500</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>4,500</u>	
<u>4274 - LETSAC Training</u>	<u>56140 - Travel</u>		<u>3,625</u>
<u>4274 - LETSAC Training</u>	<u>56750 - Education Benefits</u>		<u>875</u>

 9/14/17
Budgeting

Missouri Department of Transportation

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

August 11, 2017

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a Training for DWI Unit project.

The project obligates \$4,500.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-PT-02-088.

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

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$20,628.00 from the undesignated fund balance of the 2017 Grant Fund in acceptance of the Sheriff's Office's Impaired Driving Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5025, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office the Impaired Driving Enforcement grant in the amount of \$20,628.00, for the period October 1, 2017, through September 30, 2018; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for enforcement programs to decrease injuries and fatality crashes due to impaired driving; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2017 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Impaired Driving Enforcement			
010-4276	45896 - Increase Revenues	\$20,628	
010-2810	Undesignated Fund Balance		\$20,628
010-2810	Undesignated Fund Balance	\$20,628	
010-4276	55030 – Overtime Salaries		\$ 19,160
010-4276 and,	55040 - FICA		\$ 1,468

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5025 introduced on September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5025.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$20,628.00



Date



Chief Financial Officer

CONTRACT

Ord. 5025

Form HS-1

Revision Reason: Wording

Version: 4

06/19/2017

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

Project Title: Impaired Driving Enforcement
Project Number: 18-154-AL-164
Project Category: Transfer
Program Area: 154/164 Alcohol
Funding Source: 154 AL / 20.607

Name of Grantee
 Jackson County Sheriff's Office

Type of Project: Initial

Grantee County
 Jackson

Started: 10/01/2017

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

Federal Funds Benefiting

State:	
Local:	\$20,628.00
Total:	\$20,628.00

Telephone
 816-524-4302

Fax
 816-795-1969

Source of Funds

Federal:	\$20,628.00
State:	
Local:	\$0.00
Total:	\$20,628.00

Contract Period

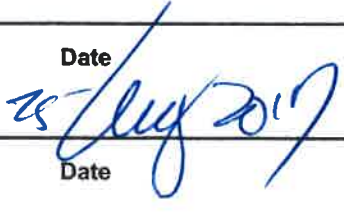
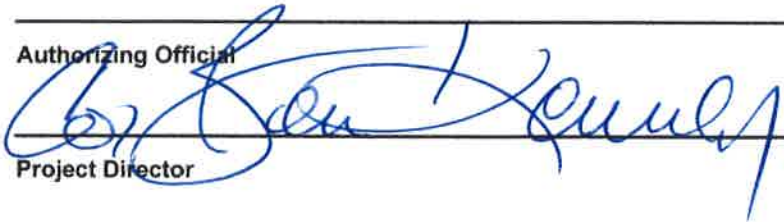
Effective: 10/01/2017

Through: 09/30/2018

Prepared By
 Wilson, Scott

Authorizing Official

Date



Project Director

Date

Highway Safety Director

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$20,628.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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 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. 4011, Pub. L. 114-94
- 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

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

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

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. 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) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

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 officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: 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 Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fdrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FDRS.gov for each sub-grant awarded:

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

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. 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.

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) and 49 CFR part 21;
- **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); and
- **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).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

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. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

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
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 . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

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

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

XV. LAW 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>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the 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 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 1300.
- 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.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 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. 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 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 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 1300.
- 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 list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- 1. The prospective primary 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;

CONTRACT CONDITIONS - PAGE 9

- 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 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 1300.
- 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*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. 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 NHTSA.
- 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 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 must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

**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 on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

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.

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.
- 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 and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. 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 general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse 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 crackdown 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.

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

Jackson County impaired driving crashes:

2007 - 991
2008 - 933
2009 - 987
2010 - 833
2011 - 832
2012 - 752
2013 - 815
2014 - 688
2015 - 662
2016 - 433

Jackson County impaired driving fatal crashes:

2007 - 20
2008 - 26
2009 - 27
2010 - 10
2011 - 18
2012 - 10
2013 - 13
2014 - 13
2015 - 10
2016 - 10

Viewing the average number of impaired driving related fatalities during the first three years in the charts above to the average of the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crashes has been more than cut in half since 2007. It's also obvious that over the past four years, the number of impaired driving traffic crashes appear to have "flatlined," with little to no movement up, or down. This may lead some to the flawed perception that "We're doing all we can do". The TSU refuses to accept that "There just aren't that many drunks out there anymore". As long as impaired driving fatalities remain higher than zero, impaired drivers are to be detected and arrested.

Enforcement efforts which not only result in the apprehension of impaired drivers, but also the increased public belief that driving while impaired will likely result in arrest, are important to assist in further reduction of impaired driving crashes and fatalities.

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols

Illustrated by the data in the Problem Identification section, Jackson County impaired driving traffic crash fatalities have not yet fallen below 10 in any single year. We can do better. 2016 crash statistics are not yet complete, and 2017 is in progress.

The Traffic Safety Unit proposes the following goals, to be pursued by TSU and our partners going forward:

2017 (in progress) - 8 or fewer impaired driving fatalities

2018 - 7 or fewer impaired driving fatalities

2019 - 6 or fewer impaired driving fatalities

2020 - 5 or fewer impaired driving fatalities

2021 - 4 or fewer impaired driving fatalities

The cooperative efforts of interested parties have succeeded in the effective reduction of impaired driving traffic crash fatalities, effectively cutting in half the average number of fatalities over the past eight years. If we can cut the number of fatalities in half once, we can certainly make it our goal to do it again.

In pursuit of this goal, the TSU proposes to conduct regular DWI saturations at a reduced overtime cost, and with increasing efficiency.

PROJECT DESCRIPTION

Conduct regular DWI saturations at a reduced overtime cost, and with increasing efficiency. TSU will host and conduct at least nine saturations during the fiscal year, and will assist outside agencies as needed.

Each DWI saturation operation will be preceded by press releases, and efforts will be made to encourage local media outlets to provide coverage of the saturations. This could include radio, television, and newspaper coverage, and is contingent upon the willingness of local media outlets' participation.

The Sheriff's Office social media pages will highlight the DWI saturation operations, and other local law enforcement and interested parties will be encouraged to share information regarding the saturations.

<u>Question</u>	<u>Answer</u>
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 STARS?	Yes
5 Does your agency report UCR 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?	No
11 If YES, please explain.	
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.	
<p>Unexpended balances in the Traffic Unit salary grant are due to differences in the budgeted salaries of the sergeant and deputies, and the actual salaries of the sergeant and deputies. This can be caused by personnel transfers, the non-occurrence of project possible pay increases, or the lower actual cost of county-paid health insurance versus the budgeted cost.</p> <p>Unexpended balances in the overtime enforcement grants are due to a lack of interest in participation amongst the sworn personnel eligible to work the grant enforcement.</p>	
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 DUNS 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.	425
19 Total number of speeding violations written by your agency.	1256
20 Total number of HMV violations written by your agency.	2472
21 Total number of child safety/booster seat violations written by your agency.	34
22 Total number of safety belt violations written by your agency.	25
23 Total number of sobriety checkpoints hosted.	8

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.	74139
25 Total number of traffic crashes resulting in a fatality.	369
26 Total number of traffic crashes resulting in a serious injury.	20540
27 Total number of speed-related traffic crashes.	7494
28 Total number of speed-related traffic crashes resulting in a fatality.	53
29 Total number of speed-related traffic crashes resulting in a serious injury.	2104
30 Total number of alcohol-related traffic crashes.	1715
31 Total number of alcohol-related traffic crashes resulting in a fatality.	44
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	699
33 Total number of unbuckled fatalities.	85
34 Total number of unbuckled serious injuries.	1349

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	97
36 Total number of commissioned patrol and traffic officers.	35
37 Total number of commissioned law enforcement officers available for overtime enforcement.	92

38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	20
40	Total number of in-car video cameras.	35
41	Total number of PBTs.	15
42	Total number of Breath Instruments.	5

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 reviews crash data from the MSHP's Traffic Crash Mapping utility to determine DWI saturation locations, selecting locations with historically high concentrations of impaired driving crashes.

Past locations used for impaired driving enforcement by the TSU include the following locations : US 40 HWY (Unincorporated, Blue Springs, and Lee's Summit), Noland Road (Kansas City), Main Street (Kansas City), 13th Street (Kansas City), Woods Chapel Road (Unincorporated).

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

DWI saturations will be hosted in months March-October, with possible additional saturations in November-February, weather dependent. TSU will typically host one saturation during March-October, and provide supplemental manpower assistance to outside agency DWI saturations at least once per month during March-October.

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

TSU will host and assist with DWI saturations on Friday and Saturday nights. Occasionally, TSU will provide supplemental manpower assistance to outside agency DWI saturations hosted on other days of the week (due to holiday enforcement, etc.).

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

TSU hosted DWI saturations are typically operated between 11:00 p.m. and 4:00 a.m. with an occasional start time of 10:00 p.m.. End times are occasionally moved up to 3:00 a.m., depending on traffic volume.

48 Enter the number of officers assigned during the enforcement period. 10

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

PROJECT EVALUATION

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

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

MIDWEST HIDTA, Initiative - Kansas Investigative Support Center

2016 Funding Year (11/1/16 to 12/31/17)

Allocated - \$58,431.00. Expended as of 10/16 - \$18,426.75. Balance Available - \$40,004.25

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Deputy Overtime	540.00	\$33.00	\$17,820.00	\$0.00	\$17,820.00
	Overtime and Fringe	Non-sworn personnel (dispatcher, and tow coordinator etc.)	108.00	\$26.00	\$2,808.00	\$0.00	\$2,808.00
					\$20,628.00	\$0.00	\$20,628.00
Total Contract					\$20,628.00	\$0.00	\$20,628.00

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
feb21grantauthorization.p

Date Added
02/23/2017

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: September 25, 2017

Sponsor(s): Alfred Jordan

Date: September 25, 2017

<p>SUBJECT</p>	<p>Action Requested: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Impaired Driving Enforcement. An ordinance to appropriate \$20,628.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (hereinafter referred to as MoDOT) to the Sheriff's Office. #: 18-154-AL-164</p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 617 1203 1115"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$20,628.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$20,628.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>FROM ACCT \$ \$20,628.00</td> </tr> <tr> <td>TO: Grant Fund 010 DWI Saturation Enforcement 4276</td> <td>TO ACCT</td> </tr> <tr> <td>Overtime – 55030</td> <td>\$19,160.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$1,468.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$ Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$20,628.00	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$20,628.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$20,628.00	TO: Grant Fund 010 DWI Saturation Enforcement 4276	TO ACCT	Overtime – 55030	\$19,160.00	FICA – 55040	\$1,468.00
Amount authorized by this legislation this fiscal year:	\$20,628.00																
Amount previously authorized this fiscal year:	\$N/A																
Total amount authorized after this legislative action:	\$20,628.00																
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Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$20,628.00																
TO: Grant Fund 010 DWI Saturation Enforcement 4276	TO ACCT																
Overtime – 55030	\$19,160.00																
FICA – 55040	\$1,468.00																
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sgt. Doug Blodgett TSU Sergeant: 816-524-4302 x 72240</p>																
<p>REQUEST SUMMARY</p>	<p>Accept and Appropriate \$20,628.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$20,628.00 and does not require matching funds.</p> <p>The term of this Grant is October 1, 2017 through September 30, 2018.</p> <p>This goal of this grant is to fund the Jackson County Sheriff's Office and the subsequent enforcement action, in an effort to decrease the number of injuries and fatality crashes due to impaired driving.</p>																

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	MoDOT contract #18-154-AL-164 MoDOT award letter	
REVIEW	Department Director:	Date: 10/8/17
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/14/17
	Division Manager:	Date: 9/18/17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____.
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$20,628.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 14, 2017

ORD # 5025

Department / Division	Character/Description	From	To
<u>Grant Fund - 010</u>			
<u>4276 - Impaired Driving Enforcement</u>	<u>45896 - Increase Revenues</u>	<u>20,628</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>20,628</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>20,628</u>	
<u>4276 - Impaired Driving Enforcement</u>	<u>55030 - Overtime</u>		<u>19,160</u>
<u>4276 - Impaired Driving Enforcement</u>	<u>55040 - FICA</u>		<u>1,468</u>

 9/14/17
Budgeting

Missouri Department of Transportation

Traffic and Highway Safety

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

August 11, 2017

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a Impaired Driving Enforcement project.

The project obligates \$20,628.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-154-AL-164.

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

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$10,314.00 from the undesignated fund balance of the 2017 Grant Fund in acceptance of the Sheriff's Office's DWI Saturation Patrol Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5026, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office the DWI Saturation Patrol Enforcement grant in the amount of \$10,314.00, for the period October 1, 2017, through September 30, 2018; and,

WHEREAS, the Sheriff's Office is targeting impaired drivers through DWI sobriety checkpoints including multijurisdictional projects throughout Jackson County; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for establishing sobriety checkpoints and other alcohol-enforcement activities; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the

following appropriation from the undesignated fund balance of the 2017 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund DWI Saturation Enforcement			
010-4273	45897 - Increase Revenues	\$10,314	
010-2810	Undesignated Fund Balance		\$10,314
010-2810	Undesignated Fund Balance	\$10,314	
010-4273	55030 – Overtime Salaries		\$ 9,581
010-4273	55040 - FICA		\$ 733

and,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5026 introduced on September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5026.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$10,314.00


Date


Chief Financial Officer

CONTRACT

Ord. 5026

Form HS-1

Revision Reason: Wording

Version: 2

05/22/2017

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

Project Title: DWI Saturation Enforcement
Project Number: 18-154-AL-108
Project Category: Transfer
Program Area: 154/164 Alcohol

Name of Grantee
Jackson County Sheriff's Office

Funding Source: 154 AL / 20.607

Type of Project: Initial

Grantee County
Jackson

Started: 10/01/2017

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Federal Funds Benefiting

State:
Local: _____ \$10,314.00
Total: \$10,314.00

Telephone **Fax**
816-524-4302 816-795-1969

Source of Funds

Federal: \$10,314.00
State:
Local: _____ \$0.00
Total: \$10,314.00

Contract Period
Effective: 10/01/2017
Through: 09/30/2018

Prepared By
Wilson, Scott

Authorizing Official

Date

Project Director

Date

Highway Safety Director

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$10,314.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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 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. 4011, Pub. L. 114-94
- 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

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

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

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. 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) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. AUDITS: Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

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 officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: 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 Subward and Executive Compensation Reporting, August 27, 2010,

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

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. 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.

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) and 49 CFR part 21;
- **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); and
- **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).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

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. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

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
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 . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

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

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

XV. LAW 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>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the 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).

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- 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 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 1300.
- 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.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 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. 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 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 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 1300.
- 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 list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- 1. The prospective primary 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;

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- 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 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 1300.
- 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*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. 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 NHTSA.
- 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 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 must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

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 on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

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.

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.
- 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 and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. 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 general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse 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 crackdown 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.

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

Jackson County impaired driving crashes:

2007 - 991
2008 - 933
2009 - 987
2010 - 833
2011 - 832
2012 - 752
2013 - 815
2014 - 688
2015 - 662
2016 - 433

Jackson County impaired driving fatal crashes:

2007 - 20
2008 - 26
2009 - 27
2010 - 10
2011 - 18
2012 - 10
2013 - 13
2014 - 13
2015 - 10
2016 - 10

Viewing the average number of impaired driving related fatalities during the first three years in the charts above to the average of the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been more than cut in half since 2007.

It's also obvious that over the past four years, the number of impaired driving traffic crashes appear to have "flatlined," with little to no movement up, or down. This may lead some to the flawed perception that "We're doing all we can do".

The TSU refuses to accept that "There just aren't that many drunks out there anymore". As long as impaired driving fatalities remain higher than zero, impaired drivers are to be detected, and arrested.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols

Illustrated by the data in the Problem Identification section, Jackson County impaired driving traffic crash fatalities have not yet fallen below 10 in any single year. We can do better. 2016 crash statistics are not yet complete, and 2017 is in progress.

The Traffic Safety Unit Proposes the following goals, to be pursued by TSU and our partners going forward:

2017 (in progress) - 8 or fewer impaired driving fatalities
2018 - 7 or fewer impaired driving fatalities
2019 - 6 or fewer impaired driving fatalities
2020 - 5 or fewer impaired driving fatalities
2021 - 4 or fewer impaired driving fatalities

The cooperative efforts of interested parties have succeeded in the effective reduction of impaired driving traffic crash fatalities, effectively cutting in half the average number of fatalities over the past eight years . If we can cut the number of fatalities in half once, we can certainly make it our goal to do it again.

Identified as highly effective by NHTSA's "Countermeasures that Work" publication, saturation patrols conducted as pre-planned events on a regular basis, and proceeded with media releases are an objective to be used by TSU in pursuit of our goal.

PROJECT DESCRIPTION

Conduct regular, pre-planned saturation patrols. Additional overtime manpower is requested to supplement TSU full-time on-duty manpower during pre-planned saturation patrol operations on Friday and Saturday nights, and on other nights depending on holiday enforcement periods. Overtime hours may also be used by TSU full-time deputies to conduct pre-planned saturation patrol events outside of their regularly scheduled work hours.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
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 STARS?	Yes
5 Does your agency report UCR 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?	No
11 If YES, please explain.	
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. Unexpended balances in the Traffic Safety Unit salary grant are due to differences in the budgeted salaries of the sergeant and deputies, and the actual salaries of the sergeant and deputies. This can be caused by personnel transfers, the non-occurrence of project possible pay increases, or the lower actual cost of county-paid health insurance versus the budgeted cost. Unexpended balances in the overtime enforcement grants are due to a lack of interest in participation amongst the sworn personnel eligible to work the grant enforcement.	
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 DUNS 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.	425
19 Total number of speeding violations written by your agency.	1256
20 Total number of HMV violations written by your agency.	2472
21 Total number of child safety/booster seat violations written by your agency.	34
22 Total number of safety belt violations written by your agency.	25
23 Total number of sobriety checkpoints hosted.	8

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.	74139
25 Total number of traffic crashes resulting in a fatality.	369
26 Total number of traffic crashes resulting in a serious injury.	20540
27 Total number of speed-related traffic crashes.	7494
28 Total number of speed-related traffic crashes resulting in a fatality.	53
29 Total number of speed-related traffic crashes resulting in a serious injury.	2104
30 Total number of alcohol-related traffic crashes.	1715
31 Total number of alcohol-related traffic crashes resulting in a fatality.	44
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	699
33 Total number of unbuckled fatalities.	85
34 Total number of unbuckled serious injuries.	1349

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	97
36 Total number of commissioned patrol and traffic officers.	35
37 Total number of commissioned law enforcement officers available for overtime enforcement.	92

38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	20
40	Total number of in-car video cameras.	35
41	Total number of PBTs.	15
42	Total number of Breath Instruments.	5

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 MSHP's 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 and US-40 HWY between Blue Ridge Cutoff and Lee's Summit Road, US-71 HWY, US-350 HWY, 63rd Street, in the Kansas City/Raytown are. It also includes Main Street, Broadway Blvd, I-35, and I-760/I-70 in the midtown Kansas City area. These primary enforcement locations are subject to change based upon the most current traffic crash locations as provided by MSHP's Traffic Crash Mapping Utility.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

TSU will pre-plan and operate nine saturation patrol events, one per month during the months of September through May. This includes the typically cold winter months, when sobriety checkpoint operations are not typically held.

TSU will not plan or operate saturation patrol events during the months of June through August.

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

Thursday through Saturday evenings, with some exceptions for saturation patrol events to be held on holidays.

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

10:00 p.m. to 4:00 a.m., with the exception that during some holiday weekends, earlier saturation patrol may be planned, e.g. saturation patrol from 6:00 p.m. to 11:00 p.m.

48 Enter the number of officers assigned during the enforcement period. 5

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

PROJECT EVALUATION

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

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

MIDWEST HIDTA, Initiative - Kansas Investigative Support Center
2016 Funding Year (11/1/16 to 12/31/17)

Allocated - \$58,431.00. Expended as of 10/16 - \$18,426.75. Balance Available - \$40,004.25

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Sworn law enforcement personnel for organized, scheduled saturation patrols, average overtime rate of 33.00 including FICA, five per saturation patrol, six hours per saturation patrol, nine saturation patrols total.	270.00	\$33.00	\$8,910.00	\$0.00	\$8,910.00
	Overtime and Fringe	Non-sworn personnel (dispatcher) for organized, scheduled saturation patrols, average overtime rate of 26.00 including FICA, one per saturation patrol, six hours per saturation patrol, nine saturation patrols total.	54.00	\$26.00	\$1,404.00	\$0.00	\$1,404.00
					\$10,314.00	\$0.00	\$10,314.00
Total Contract					\$10,314.00	\$0.00	\$10,314.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	feb21grantauthorization.ç	02/23/2017

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5026

Sponsor(s): Alfred Jordan

Date: September 25, 2017

<p>SUBJECT</p>	<p>Action Requested: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI Enforcement Unit, DWI Saturation Enforcement. An ordinance to appropriate \$10,314.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (hereinafter referred to as MoDOT) to the Sheriff's Office. #: 18-154-AL-108</p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 646 1203 1142"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$10,314.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$10,314.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>FROM ACCT \$ \$10,314.00</td> </tr> <tr> <td>TO: Grant Fund 010 DWI Saturation Enforcement 4273</td> <td>TO ACCT</td> </tr> <tr> <td>Overtime – 55030</td> <td>\$9,581.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$733.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$30,000.00 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$10,314.00	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$10,314.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$10,314.00	TO: Grant Fund 010 DWI Saturation Enforcement 4273	TO ACCT	Overtime – 55030	\$9,581.00	FICA – 55040	\$733.00
Amount authorized by this legislation this fiscal year:	\$10,314.00																
Amount previously authorized this fiscal year:	\$N/A																
Total amount authorized after this legislative action:	\$10,314.00																
Amount budgeted for this item * (including transfers):	\$																
Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$10,314.00																
TO: Grant Fund 010 DWI Saturation Enforcement 4273	TO ACCT																
Overtime – 55030	\$9,581.00																
FICA – 55040	\$733.00																
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 4785 Prior resolutions and (date): October 12, 2015</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sgt. Doug Blodgett TSU Sergeant: 816-524-4302 x 72240</p>																
<p>REQUEST SUMMARY</p>	<p>Accept and Appropriate \$10,314.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$10,314.00 and does not require matching funds.</p> <p>The term of this Grant is October 1, 2017 through September 30, 2018.</p> <p>This goal of this grant is to fund the Jackson County Sheriff's Office and the subsequent enforcement action, in</p>																

	an effort to decrease the number of injuries and fatality crashes due to impaired driving.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	MoDOT contract #18-154-AL-108 MoDOT award letter	
REVIEW	Department Director:	Date: 9/12/17
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/14/17
	Division Manager:	Date: 9/18/17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$10,314.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 14, 2017

ORD # 5026

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
4273 - DWI Saturation Enforcement	45897 - Increase Revenues	10,314	
2810	Undesignated Fund Balance		10,314
2810	Undesignated Fund Balance	10,314	
4273 - DWI Saturation Enforcement	55030 - Overtime		9,581
4273 - DWI Saturation Enforcement	55040 - FICA		733

Paul [Signature] 9/14/17
 Budgeting



Missouri Department of Transportation**Traffic and Highway Safety**

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

August 11, 2017

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a DWI Saturation Enforcement project.

The project obligates \$10,314.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-154-AL-108.

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

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,

Bill Whitfield
Highway Safety Director

Enclosure



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$164,136.00 within the 2017 Special Road and Bridge Fund and appropriating \$368,672.00 from the undesignated fund balance of the 2017 Grant Fund in acceptance of the Jackson County Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5027, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$204,536.02 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit and partial funding of a dedicated DWI Traffic Unit vehicle for the period of October 1, 2017, to September 30, 2018; and,

WHEREAS, the grant is subject to a local match in the amount of \$164,136.02; and,

WHEREAS, the Sheriff recommends the acceptance of this grant and the execution of an agreement with the Missouri Department of Transportation, Traffic and Highway Safety Division; and,

WHEREAS, a transfer and appropriation are necessary to place the grant and matching funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and hereby are made:

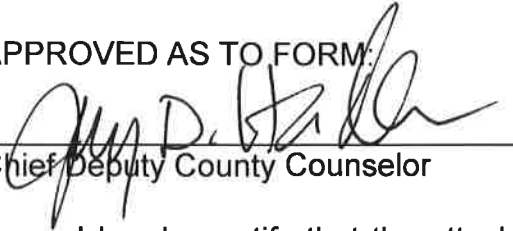
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Sheriff			
004-4201	56798 – Grant Match	\$164,136	
004-9100	56105 – Operating Transfers Out		\$164,136
Grant Fund DWI Traffic Unit			
010-4277	47070 – Operating Transfers In	\$164,136	
010-4277	45899 - Increase Revenues	\$204,536	
010-2810	Undesignated Fund Balance		\$368,672
010-2810	Undesignated Fund Balance	\$368,672	
010-4277	55010 - Regular Salaries		\$229,154
010-4277	55030 – Overtime		\$ 6,610
010-4277	55040 - FICA		\$ 18,036
010-4277	55050 - Pension		\$ 33,950
010-4277	55060 - Health Insurance		\$ 34,522
010-4277	56140 – Travel		\$ 1,900
010-4277	56750 – Education		\$ 500
010-4277	57190 – Uniform Allowance		\$ 6,000
010-4277	58120 – Automobiles		\$ 28,500
010-4277	58170 – Other Equipment		\$ 9,500

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5027 introduced on September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5027.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 004 4201 56798
ACCOUNT TITLE: Special Road and Bridge Fund
Sheriff
Grant Match
NOT TO EXCEED: \$164,136.00

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$368,672.00



Date



Chief Financial Officer

CONTRACT

Ord. 5027

Form HS-1

Revision Reason: Wording

Version: 4

08/17/2017

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

Project Title: DWI Enforcement Unit
Project Number: 18-154-AL-111
Project Category: Transfer
Program Area: 154/164 Alcohol

Name of Grantee
 Jackson County Sheriff's Office

Funding Source: 154 AL / 20.607

Grantee County
 Jackson

Type of Project: Initial

Started: 10/01/2017

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

Federal Funds Benefiting
State:
Local: _____ \$204,536.02
Total: \$204,536.02

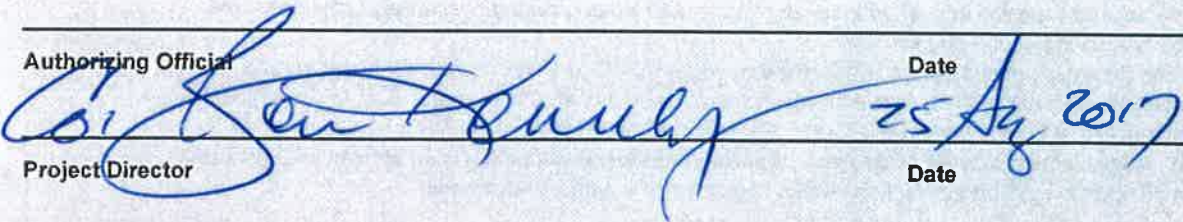
Telephone
 816-524-4302

Fax
 816-795-1969

Source of Funds
Federal: \$204,536.02
State:
Local: _____ \$0.00
Total: \$204,536.02

Contract Period
Effective: 10/01/2017
Through: 09/30/2018

Prepared By
 Wilson, Scott

Authorizing Official **Date**
 25 Aug 2017

Project Director **Date**

Highway Safety Director **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$204,536.02**; 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.

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 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. 4011, Pub. L. 114-94
- 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

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

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

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. 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) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. AUDITS: Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

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 officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: 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.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.gov for each sub-grant awarded:

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

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. 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.

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) and 49 CFR part 21;
- **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); and
- **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).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

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. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

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
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. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

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

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

XV. LAW 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 ORIGINATION AND AUDIT INFORMATION
The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the 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).

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- 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 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 1300.
- 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.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 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. 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 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 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 1300.
- 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 list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- 1. The prospective primary 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;

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- 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 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 1300.
- 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*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. 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 NHTSA.
- 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 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 must be manufactured or assembled in the United States of America regardless of cost.
- www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

**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 on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

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.

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.
- 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 and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. 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 general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse 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 crackdown 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.

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

Jackson County Impaired Driving Crashes:

2007 - 991
2008 - 933
2009 - 987
2010 - 833
2011 - 832
2012 - 752
2013 - 815
2014 - 688
2015 - 662
2016 - 433

Jackson County Impaired Driving Fatal Crashes:

2007 - 20
2008 - 26
2009 - 27
2010 - 10
2011 - 18
2012 - 10
2013 - 13
2014 - 13
2015 - 10
2016 - 10

Viewing the average number of impaired driving related fatalities during the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been more than cut in half since 2007, when funds were first granted by HSD for the formation of the Traffic Safety Unit. Over the past four years, the number of impaired driving traffic crashes appear to have "flatlined," with little to no movement up, or down. This may lead some to the flawed perception that "We're doing all we can do". The TSU refuses to accept that "There just aren't that many drunks out there anymore". As long as impaired driving fatalities remain higher than zero, there remain more impaired drivers to be detected, and arrested.

The investigation of impaired driving offenses is an integral part of all law enforcement officers' skillsets. Agencies such as the Austin, TX Police Department have evaluated the success of full-time DWI Enforcement Units compared to patrol. It is estimated that there is only one arrest for every 88 incidents of a person driving with a blood alcohol concentration over the legal limit (Zador, 2001.) Two reasons that are often cited for why there are not more arrests are the complexity of the DWI arrest process, and the length of time the officer must devote to processing the offender and completing the paperwork (Jones, Lacey, and Wiliszowski, 1998).

When considering the efficacy of DWI Enforcement conducted by patrol deputies/officers, versus by full-time DWI Enforcement deputies/officers, keep the following in mind:

Patrol Deputy/Officer:

- Receives initial DWI investigation training at the academy, and possibly refreshers once or twice in career.
- Performs SFST sometimes only a few times a year, or not at all, and is thus not comfortable with them.
- Subject to pressures of call volume and other serious crimes, may not invest the time in DWI investigations.
- Viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders.
- May not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

Full-Time DWI Enforcement Deputy/Officer:

- Receives regular continuing education in DWI enforcement
- Performs SFST on a regular basis, is comfortable conducting, and testifying about the tests.
- Is assigned full-time to DWI enforcement, not subject to pressures of call volume or other serious crimes.
- Operate marked "DWI ENFORCEMENT" vehicles, perceived by the public as always seeking DWI arrests.

The Highway Safety Division identified the problem of underreporting of impaired driving traffic crashes . Failure to recognize the impairment, or discretionary decisions by officers to not investigate the impairment due to the nature of the crash (single car, driver-only injury or fatality), are believed to contribute to the under-reporting. When agencies such as the Sheriff's Office have full-time DWI Enforcement Units working, the units frequently respond to crashes to determine if impairment is involved. In crashes handled by the Sheriff's Office many impaired driving investigations have resulted in arrests that otherwise would not have been made.

During fiscal year 2016, the Sheriff's Traffic Safety Unit arrested 324 subjects for driving while intoxicated. During that same period, deputies assigned to Patrol, and other divisions of the Sheriff's Office arrested 64. Of the 64 DWI arrests made by deputies outside the Traffic Safety Unit, over 90% were made by a single deputy who worked a significant amount of grant overtime enforcement. This is a clear indicator of the performance of full-time DWI enforcement deputies compared to deputies working DWI enforcement during regular shift hours, or during overtime enforcement hours.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols

Jackson County impaired driving traffic crash fatalities have not yet fallen below 10 in any single year. We can do better. 2016 crash statistics are not yet complete, and 2017 is in progress.

The Traffic Safety Unit proposes the following goals, to be pursued by TSU and our partners going forward:

2017 (in progress) - 8 or fewer impaired driving fatalities

2018 - 7 or fewer impaired driving fatalities

2019 - 6 or fewer impaired driving fatalities

2020 - 5 or fewer impaired driving fatalities

2021 - 4 or fewer impaired driving fatalities

The cooperative efforts of interested parties have succeeded in the effective reduction of impaired driving traffic crash fatalities, effectively cutting in half the average number of fatalities over the past eight years. If we can cut the number of fatalities in half once, we can certainly make it our goal to do it again.

In pursuit of this goal, the Traffic Safety Unit has the following objectives:

1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies, and one Sergeant.
2. Perform as a Full-Time Saturation Patrol. The NHTSA publication "Countermeasures that Work," 8th Edition (2015), identified saturation patrols as among the most effective enforcement methods that can be used to address impaired driving. TSU works as a unit, every shift. The supervisor and all deputies work the same hours, 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. Increased visibility due to the specialized markings of deputies' patrol vehicles enhances this method.
3. Continue to develop as leaders in DWI Enforcement amongst the law enforcement community in the Kansas City metro. The TSU has assisted outside agencies on a regular basis during fiscal year 2016, by assisting with DWI investigations that result from crashes, and traffic stops made by patrol deputies and officers. The TSU will continue to develop this leadership role.
4. Engage the 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, MADD, the Highway Safety 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.

PROJECT DESCRIPTION

1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies, and one Sergeant.
2. Perform as a Full-Time Saturation Patrol. TSU deputies and sergeant will all work the same regularly scheduled hours, to include the standard schedule of Tuesday through Friday, from 6:00 p.m. to 4:00 a.m., and at least two Saturdays per month, from 6:00 p.m. to 4:00 a.m. (Saturdays substituted for Tuesdays, at least twice per month.) TSU will saturate areas (determined by analysis of traffic crash reports) during their shift, working as a unit.
3. Continue to develop as leaders in DWI Enforcement amongst the law enforcement community in the Kansas City area. TSU will participate in regular meetings, and cooperative enforcement efforts of the Jackson County Traffic Safety Task Force. TSU will send representatives to regional and statewide meetings and conferences in the traffic safety field.
4. Engage the other interested parties in pursuit of the goal (reduction of impaired driving traffic crash fatalities). TSU will share our goals with outside agencies, citizen action groups such as MADD, and will participate in requested appearances in local schools, and civic associations. TSU will post regular updates regarding progress toward our goal to the Sheriff's Office social media pages, and will engage HSD for assistance with special media events, appearances, or advertising campaigns.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
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 STARS?	Yes
5 Does your agency report UCR 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?	No
11 If YES, please explain.	
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.	
<p style="padding-left: 40px;">Unexpended balances in the Traffic Safety Unit salary grant are due to differences in the budgeted salaries of the sergeant and deputies, and the actual salaries of the sergeant and deputies. This can be caused by personnel transfers, the non-occurrence of project possible pay increases, or the lower actual cost of county-paid health insurance versus the budgeted cost.</p> <p style="padding-left: 40px;">Unexpended balances in the overtime enforcement grants are due to a lack of interest in participation amongst the sworn personnel eligible to work the grant enforcement.</p>	
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 DUNS 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.	425
19 Total number of speeding violations written by your agency.	1256
20 Total number of HVM violations written by your agency.	2472
21 Total number of child safety/booster seat violations written by your agency.	34
22 Total number of safety belt violations written by your agency.	25
23 Total number of sobriety checkpoints hosted.	8

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.	74139
25 Total number of traffic crashes resulting in a fatality.	369
26 Total number of traffic crashes resulting in a serious injury.	20540
27 Total number of speed-related traffic crashes.	7494
28 Total number of speed-related traffic crashes resulting in a fatality.	53
29 Total number of speed-related traffic crashes resulting in a serious injury.	2104
30 Total number of alcohol-related traffic crashes.	1715
31 Total number of alcohol-related traffic crashes resulting in a fatality.	44
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	699
33 Total number of unbuckled fatalities.	85
34 Total number of unbuckled serious injuries.	1349

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	97
36 Total number of commissioned patrol and traffic officers.	35
37 Total number of commissioned law enforcement officers available for overtime enforcement.	92

38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	20
40	Total number of in-car video cameras.	35
41	Total number of PBTs.	15
42	Total number of Breath Instruments.	5

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 MSHP's 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 and US 24 HWY between Blue Ridge Cutoff and Lee's Summit Road, US 71 HWY, US-350 HWY, 63rd Street, in Kansas City/Raytown area. It also includes Main St., Broadway Blvd., I-35 and I-670/I-70 in the Midtown Kansas City area.

The Traffic Safety Unit will conduct enforcement operations through out the entire Jackson County area, with targeted enforcement at specific locations based on crash data as follows:

Tuesday: I-70, I-435, and US-40 HWY, between Grain Valley and Manchester Traffic Way.

Wednesday: I-70, US-24 HWY, 23rd Street, I-435 and any ancillary roadways between State Line and MO-291 HWY.

Thursday and Friday: US-71 HWY, I-49, Main St., Broadway Blvd., 39th St., Southwest Traffic Way, Southwest Blvd., and I-70 in the portions of Jackson County west of I-435.

44 Enter the number of enforcement periods your agency will conduct each month. 20

45 Enter the months in which enforcement will be conducted.

Full-time unit, all months.

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

Primarily Tuesday through Friday evenings, with Saturdays substituted for Tuesdays at least twice per month.

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

6:00 p.m. to 4:00 a.m., with infrequent activity outside of those hours due to required training or special assignments.

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 Sheriff's Office Traffic Safety Unit was originally equipped with five patrol vehicles funded by the Highway Safety Division in 2008. Two replacement vehicles were funded by HSD in 2014, to replace Traffic Unit vehicles that were either lost in crashes, or were past their service life. Three additional patrol vehicles have been provided by the Sheriff's Office to replace the other three patrol vehicles used by the Traffic Safety Unit. We are requesting HSD fund the purchase of an additional patrol vehicle for the Traffic Safety Unit. The vehicle will be specially marked "DWI ENFORCEMENT", and assigned exclusively for the use of the Traffic Safety Unit.

PROJECT EVALUATION

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

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

TSU will continuously monitor the number of impaired driving traffic crash fatalities, and the number of impaired driving arrests made.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	Ford Interceptor Utility marked DWI ENFORCEMENT vehicle, with emergency equipment and installation.	1.00	\$38,000.00	\$38,000.00	\$0.00	\$38,000.00
					\$38,000.00	\$0.00	\$38,000.00
Personnel							
	Salary and Fringe	Unit Deputy Salary & Fringe 50 Unit Deputy Salary & Fringe 50%	1.00	\$164,136.02	\$164,136.02	\$0.00	\$164,136.02
					\$164,136.02	\$0.00	\$164,136.02
Training							
	Professional Development	MOPS DWI/Traffic annual conference, registration, lodging, meals, for all TSU members.	1.00	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00
					\$2,400.00	\$0.00	\$2,400.00
Total Contract					\$204,536.02	\$0.00	\$204,536.02

ADDITIONAL FUNDING SOURCES

MIDWEST HIDTA, Initiative - Kansas Investigative Support Center
2016 Funding Year (11/1/16 to 12/31/17)

Allocated - \$58,431.00. Expended as of 10/16 - \$18,426.75. Balance Available - \$40,004.25

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	UNIT APP.pdf	02/07/2017
WORD	County Authorization Form	feb21grantauthorization.f	02/23/2017

REQUEST FOR LEGISLATIVE ACTION

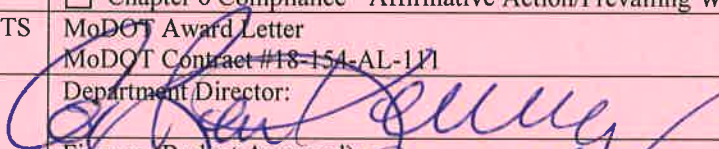
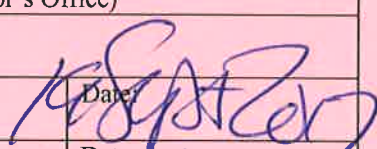
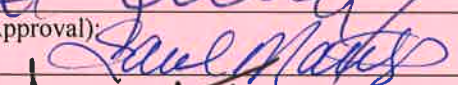
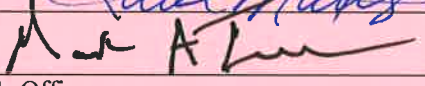
Completed by County Counselor's Office:

~~Res~~/Ord No.: 5027

Sponsor(s): Alfred Jordan

Date: September 25, 2017

<p>SUBJECT</p>	<p>Action Requested: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI Enforcement Unit. An ordinance to appropriate \$204,536.02 from the Undesignated Fund Balance and transfer \$164,136.02 from the Sheriff's Office Grant Matching Fund and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (hereinafter referred to as MoDOT) to the Sheriff's Office. #: 18-154-AL-111.</p>																																						
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$368,672.04</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$368,672.04</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <table border="1"> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>FROM ACCT \$</td> </tr> <tr> <td>Grant Matching Fund 004-4201-56798</td> <td>\$204,536.02</td> </tr> <tr> <td></td> <td>\$164,136.02</td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> <tr> <td>TO: Grant Fund 010 DWI Unit Salary 4277</td> <td></td> </tr> <tr> <td>Salary – 55010</td> <td>\$ 229,153.60</td> </tr> <tr> <td>Overtime (worked holidays only) – 55030</td> <td>\$ 6,610.20</td> </tr> <tr> <td>FICA – 55040</td> <td>\$ 18,035.93</td> </tr> <tr> <td>Pension – 55060</td> <td>\$ 33,950.00</td> </tr> <tr> <td>Health Insurance – 55060</td> <td>\$ 34,522.32</td> </tr> <tr> <td>Uniform Allowance - 57190</td> <td>\$ 6,000.00</td> </tr> <tr> <td>Travel – 56140</td> <td>\$1,900.00</td> </tr> <tr> <td>Education – 56750</td> <td>\$500.00</td> </tr> <tr> <td>Automobiles – 58120</td> <td>\$28,500.00</td> </tr> <tr> <td>Automobile Equipment – 58170</td> <td>\$9,500.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):\$317,833.51 Prior Year Actual Amount Spent (if applicable):\$280,480.00</p>	Amount authorized by this legislation this fiscal year:	\$368,672.04	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$368,672.04	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$	Grant Matching Fund 004-4201-56798	\$204,536.02		\$164,136.02		TO ACCT	TO: Grant Fund 010 DWI Unit Salary 4277		Salary – 55010	\$ 229,153.60	Overtime (worked holidays only) – 55030	\$ 6,610.20	FICA – 55040	\$ 18,035.93	Pension – 55060	\$ 33,950.00	Health Insurance – 55060	\$ 34,522.32	Uniform Allowance - 57190	\$ 6,000.00	Travel – 56140	\$1,900.00	Education – 56750	\$500.00	Automobiles – 58120	\$28,500.00	Automobile Equipment – 58170	\$9,500.00
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Automobile Equipment – 58170	\$9,500.00																																						
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 4889: September 12, 2016 Prior resolutions and (date):</p>																																						
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone):Sgt. Doug Blodgett TSU Sergeant: 816-524-4302 x 72240</p>																																						
<p>REQUEST SUMMARY</p>	<p>Accept and Appropriate \$204,536.02 from the Undesignated Fund Balance and \$164,136.02 from the Sheriff's Office Grant Matching Fund for the Jackson County Sheriff's Office DWI Unit Salary Project #18-154-AL-111 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$204,536.02 and requires \$164,136.02 in Matching Local Funds.</p>																																						

	<p>The term of this Grant is October 1, 2017 through September 30, 2018.</p> <p>This goal of this grant is to fund the Jackson County Sheriff's Office Traffic Safety Unit and the subsequent enforcement action, in an effort to decrease the number of injuries and fatality crashes due to impaired driving. MoDOT has made a commitment to continue funding the five (5) member DWI / Traffic Safety Unit within the Jackson County Sheriff's Office at fifty percent (50%) and by purchasing a dedicated DWI unit vehicle.</p> <p>Please appropriate \$368,672.04 as follows:</p> <table border="0"> <tr> <td>Salary – 55010</td> <td>\$229,153.60</td> </tr> <tr> <td>Overtime (holidays) – 55030</td> <td>\$6,610.20</td> </tr> <tr> <td>FICA – 55010</td> <td>\$18,035.93</td> </tr> <tr> <td>Pension – 55060</td> <td>\$33,950.00</td> </tr> <tr> <td>Health Insurance – 55060</td> <td>\$34,522.32</td> </tr> <tr> <td>Uniform Allowance – 57190</td> <td>\$6,000.00</td> </tr> <tr> <td>Education for MOPS – 56750</td> <td>\$500.00</td> </tr> <tr> <td>Travel for Education – 56140</td> <td>\$1,900.00</td> </tr> <tr> <td>Automobiles – 58120</td> <td>\$28,500.00</td> </tr> <tr> <td>Automobile Equipment – 58170</td> <td>\$9,500.00</td> </tr> </table>		Salary – 55010	\$229,153.60	Overtime (holidays) – 55030	\$6,610.20	FICA – 55010	\$18,035.93	Pension – 55060	\$33,950.00	Health Insurance – 55060	\$34,522.32	Uniform Allowance – 57190	\$6,000.00	Education for MOPS – 56750	\$500.00	Travel for Education – 56140	\$1,900.00	Automobiles – 58120	\$28,500.00	Automobile Equipment – 58170	\$9,500.00
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Automobile Equipment – 58170	\$9,500.00																					
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																					
ATTACHMENTS	MoDOT Award Letter MoDOT Contract #18-154-AL-111																					
REVIEW	Department Director: 	Date: 																				
	Finance (Budget Approval):  If applicable	Date: 9/20/17																				
	Division Manager: 	Date: 9/20/17																				
	County Counselor's Office:	Date:																				

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$204,536.02
004-4201-56798	Grant Matching Fund	\$164,136.02

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 19, 2017

ORD # 5027

Department / Division	Character/Description	From	To
Road & Bridge Fund - 004			
4201 - Sherrif	56798 - Grant Match	164,136	
9100 - Operating Transfers	56105 - Operating Transfers Out		164,136
Grant Fund - 010			
4277 - DWI Unit	47070 - Operating Transfers In	164,136	
4277 - DWI Unit	45899 - Increase Revenue	204,536	
2810	Undesignated Fund Balance		368,672
2810	Undesignated Fund Balance	638,672	
4277 - DWI Unit	55010 - Regular Salary		229,154
4277 - DWI Unit	55030 - Overtime		6,610
4277 - DWI Unit	55040 - FICA		18,036
4277 - DWI Unit	55050 - Pension		33,950
4277 - DWI Unit	55060 - Insurance		34,522
4277 - DWI Unit	56140 - Travel		1,900
4277 - DWI Unit	56750 - Education		500
4277 - DWI Unit	57190 - Uniform Allowance		6,000
4277 - DWI Unit	58120 - Automobiles		28,500
4277 - DWI Unit	58170 - Other Equipment		9,500



Budgeting



Missouri Department of Transportation

Traffic and Highway Safety

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

August 11, 2017

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a DWI Enforcement Unit project.

The project obligates \$204,536.02 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-154-AL-111.

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

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,

Bill Whitfield
Highway Safety Director

Enclosure



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing Schedule VI to Chapter 2, Jackson County Code, 1984, relating to the salaries of County associates not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.

ORDINANCE NO. 5028, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Director of Human Resources has undertaken a thorough review of certain job classifications of the command staff within the Sheriff's Office; and,

WHEREAS, upon the completion of his evaluation and review, the Director has recommended a revision to the salary range for certain positions within the Sheriff's Office to better attract and retain talent within the department; and,

WHEREAS, the recommended revisions are in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Schedule VI to Chapter 2, Jackson County, 1984, is hereby repealed, and one new schedule enacted in lieu thereof, to be known as Schedule VI, to read as follows:


SCHEDULE VI

SHERIFF

POSITION	SALARY
[Assistant to Sheriff] <u>Major</u>	[\$52,450 - 86,550] <u>89,000 – 101,000</u>
Secretary/Administrative Assistant to Sheriff	\$26,410 - 40,940
[Special Projects Coordinator	\$40,000 - \$60,000]

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5028 introduced on September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5028.

Date

Frank White, Jr., County Executive

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 5028

Sponsor(s): Alfred Jordan

Date: September 25, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An Ordinance repealing Schedule VI to Chapter 2, Jackson County Code, 1984, relating to position titles and salary ranges of County associates not within the merit system and enacting, in lieu thereof, one new schedule to the same subject.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="316 556 1198 871"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number;			
Amount authorized by this legislation this fiscal year:													
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:													
Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number;													
PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>XXXXX</u> Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Dennis Dumovich, Director of Human Resources, 816-881-3140</p>												
REQUEST SUMMARY	<p>The Human Resources Director and Sheriff's Dept. has undertaken a review of the current command staff job classifications in the Sheriff Dept. The Director recommends the following salary ranges based on the analysis performed and in an effort to better attract and retain talent for the Sheriff's Department. The recommended changes are as follows:</p> <p>[Assistant to the Sheriff] <u>Major</u> \$[52,450 - \$86,550] \$89,000 – 101,000 [Special Project Coordinator \$40,000 - \$60,000]</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												

ATTACHMENTS		
REVIEW	Department Director:	Date: 9/20/17
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/20/17
	Division Manager:	Date: 9/20/17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____

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

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Jackson County Sheriff to execute a State Plan of Operations and Application for Participation related to the Missouri Department of Public Safety and the U.S. Department of Defense LESO Program, at no cost to the County.

RESOLUTION NO. 19586, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Public Safety, as the sponsoring state agency for administration of the Law Enforcement Support Office (LESO) Program, has requested the execution of updated LESO Program and Application for Participation agreements; and,

WHEREAS, the LESO Program, formerly known as the DoD 1033 Program, provides surplus U.S. Department of Defense military equipment to state and local civilian law enforcement agencies for use in counter-narcotics and counter-terrorism operations, and to enhance officer safety; and,

WHEREAS, the attached State Plan of Operations and Application for Participation agreements set out the rights and obligations of each party participating in the LESO Program; and,

WHEREAS, the execution of these Agreements is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Jackson County Sheriff be and are hereby authorized to execute the attached State Plan of Operations and LESO Application for Participation agreements with the Missouri Department of Public Safety, and any other documents necessary to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19586 of September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
MISSOURI
AND THE
Jackson County Sheriff Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Missouri – Department of Public Safety and the above mentioned LEA, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

In addition, the Missouri Department of Public Safety has adopted a “LESO Program Policies and Procedures” manual by which all Missouri law enforcement agencies must read and agree to follow in order to participate in the Missouri LESO Program. The manual is available online at <http://dps.mo.gov/dir/programs/cjle/dod.php>. Any updates to the manual will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the “1033 Program” or the “LESO Program” and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Missouri has designated in writing with an effective date of July

1993 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Missouri can be found online at <http://dps.mo.gov/dir/programs/cjle/dod.php>.

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: Missouri Department of Public Safety, LESO Program
4720 Scruggs Station Road
Jefferson City, MO 65109

EMAIL: MissouriLESO@dps.mo.gov

Contact Phone Numbers: (573) 526-1930

Fax Number: (573) 526-1876

Hours of Operation: Monday to Friday, 8:00 a.m. to 4:30 p.m.

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the LEA.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The LEA understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles

- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus
- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The LEA must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of

the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated

officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end January 31 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by November 30 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinator.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by November 30 will result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory by December 31 will result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:

- a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
- a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as required.
 - b. The LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

- a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), the Local Governing Executive Official, and the current State Coordinator.
 - 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, the State Plan of Operation, or the Missouri LESO Program Policies and Procedures manual.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.
- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) years from the end of the state fiscal year in which disposition of property was completed, and then may be destroyed. The state fiscal year is defined as July 1 through June 30 of each year.
- 2) Property records for controlled property must be retained for five (5) years from the end of the state fiscal year in which disposition of property was completed. The state fiscal year is defined as July 1 through June 30 of each year.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.
- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LESO website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. UAHs: one (1) vehicle per LEA;
 - d. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, the State Plan of Operation, or the Missouri LESO Program Policies and Procedures manual.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an

authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

- b. In cases relating to an LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA, unless noted otherwise.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO

in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The State / LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the State / LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the State / LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State / LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State / LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator, CLEO, and Local Governing Executive Official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Sharp, Mike

Type / Print Chief Law Enforcement Official Name



Chief Law Enforcement Official Signature

09/08/2017

Date (MM/DD/YYYY)

Type / Print Local Governing Executive Official Name

Local Governing Executive Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

MISSOURI DEPARTMENT OF PUBLIC SAFETY LESO PROGRAM APPLICATION INSTRUCTIONS

The Secretary of Defense is authorized by Title 10 USC 2576a to transfer to State Law Enforcement Agencies (LEAs), personal property that is in excess to the needs of the U.S. Department of Defense (DOD) and that the Secretary determines is suitable to be used by agencies in law enforcement activities, with preference for counter-drug/counter-terrorism and border security activities, under such terms prescribed by the Secretary.

The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the "LESO Program" (formerly "1033 Program") and is administered by the DLA Disposition Services, Law Enforcement Support Office (LESO).

Law enforcement agencies are eligible for the Missouri LESO Program if all the following is met:

1. The department has a physical address in Missouri.
2. The department's primary function is the enforcement of applicable Federal, State, and local laws.
3. The department's compensated¹ law enforcement officers have powers of arrest and apprehension.
4. The department is recognized by the Missouri State Highway Patrol (MSHP) as a law enforcement agency and by the Missouri Department of Public Safety, Peace Officers Standard and Training (POST) Unit as having licensed officers.
5. The department has at least one (1) full-time, compensated law enforcement officer employed by the department. (NOTE: Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.)

Missouri LEAs who wish to acquire and/or retain LESO Program property must be enrolled and authorized to use the LESO Program. Missouri's "LESO Program Application" consists of the following three (3) documents:

1. Contact Information
2. Law Enforcement Agency (LEA) Application for Participation
3. State Plan of Operation (SPO)

To ease the paperwork process, reduce duplication of effort, and reduce common errors, data provided on the "Contact Information" form will populate into the "LEA Application for Participation" and the "SPO", but both the "LEA Application for Participation" and the "SPO" will require additional attention to fields that do not populate from the "Contact Information" form.

Missouri's "LESO Program Application" is necessary for enrollment of non-participating LEAs (LEAs that have never participated in the LESO Program or LEAs previously terminated from the LESO Program).

Missouri's "LESO Program Application" is also necessary in the event information supplied in the LESO Program Application changes during the course of participation in the LESO Program. Such changes include, but are not limited to: 1) change in LEA name, 2) change in LEA physical address or other agency information, 3) addition, deletion, or other change in property screener and/or Controlled Vehicle, Small Arms (Weapon), or Aircraft Point of Contact, 4) change in Local Agency Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner), 5) change in Chief Law Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal), or 6) release of a new version of the "SPO". If information supplied in the "LESO Program Application" changes, the LEA must submit, within 30 days of the change, a revised "LESO Program Application".

Once completed, the three (3) required documents, which comprise the "LESO Program Application", must be submitted via one of the following methods to the Missouri LESO Program for review and approval.

Email: MissouriLESO@dps.mo.gov

Fax: (573) 526-1876

Mail: MO Department of Public Safety - LESO, 4720 Scruggs Station Road, Jefferson City, MO 65109

If you have questions, please contact the Missouri LESO Program staff at (573) 526-1930.

¹"Compensated" has been defined as being paid an hourly or annual salary, at a rate no less than the current hourly minimum wage.

**MISSOURI DEPARTMENT OF PUBLIC SAFETY
LESO PROGRAM APPLICATION
CONTACT INFORMATION**

Instructions: Please complete all fields. Enter N/A if the requested information does not apply.

Date: 09/08/17Application Type: New UpdateLEA ORI: mo0480000

Agency Information	
DoDAAC (Example: 2YTXXX)	2YTFUP
LEA Name	Jackson County Sheriff Office
Physical Street Address	4001 NE Lakewood Ct.,
City	Lee's Summit, Mo
Zip Code	64064
County	Jackson
Main Telephone Number	(816) 541-8017
Main Fax Number	(816) 795-1969
# Full-Time Sworn Officers	90
# Part-Time Sworn Officers	1
# Reserve Sworn Officers	13
Agency Classification	<input type="radio"/> Federal <input checked="" type="radio"/> State <input type="radio"/> Tribal
Chief Law Enforcement Official Information	
Title (Sheriff, Chief, etc...)	Sheriff
Name (First Name Last Name)	Sharp, Mike
Office Phone Number	(816) 541-8017
Cell Phone Number	
Email Address	kingle@jacksongov.org
Controlled Vehicle Point of Contact	
<small>(Must be a full-time, compensated sworn officer; applicable to LEAs with a controlled vehicle or desiring to acquire a controlled vehicle)</small>	
Title	Sgt.
Name (Last Name, First Name)	Postlethwait, Glen
Office Phone Number	(816) 541-8017
Cell Phone Number	
Email Address	gpostlethwait@jacksongov.org
Small Arms (Weapon) Point of Contact	
<small>(Must be a full-time, compensated sworn officer; applicable to LEAs with a small arm or desiring to acquire a small arm)</small>	
Title	Sgt.
Name (Last Name, First Name)	Postlethwait, Glen
Office Phone Number	(816) 541-8017
Cell Phone Number	
Email Address	gpostlethwait@jacksongov.org

Aircraft Point of Contact	
(Must be a full-time, compensated sworn officer; applicable to LEAs with an aircraft or desiring to acquire an aircraft)	
Title	N/A
Name (Last Name, First Name)	N/A
Office Phone Number	
Cell Phone Number	
Email Address	N/A
Authorized Property Screeners	
Authorized property screeners are those persons that will have approval to access, request, and acquire property through the LESO Program on behalf of the LEA. Each LEA must have a minimum of two (2) screeners [unless the LEA only has one (1) employee.]	
Property Accountability Officer (Main Point of Contact/Screener #1)	
(Must be a full-time, compensated sworn officer of the law enforcement department)	
Title	Deputy
Name (Last Name, First Name)	Miller, Michael
Office Phone Number	(816) 541-8017
Cell Phone Number	(816) 522-1312
Email Address	mimiller@jacksongov.org
Screener #2	
(Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department)	
Title	Sgt.
Name (Last Name, First Name)	Postlethwait, Glen
Office Phone Number	(816) 541-8017
Cell Phone Number	
Email Address	gpostlethwait@jacksongov.org
Screener #3	
(Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department)	
Title	Deputy
Name (Last Name, First Name)	Souder, Kevin
Office Phone Number	(816) 541-8017
Cell Phone Number	
Email Address	ksouder@jacksongov.org
Screener #4	
(Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department)	
Title	Deputy
Name (Last Name, First Name)	Cheney, Jason
Office Phone Number	(816) 541-8017
Cell Phone Number	
Email Address	jcheney@jacksongov.org

New
 Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

Res. 19586

This application must be updated and resubmitted within 30 days of any changes

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____ LEA ORI: mo0480000

2YTXX DODAAC (Update Only): 2YTFUP

AGENCY: Jackson County Sheriff Office

PHYSICAL ADDRESS (No P.O. Box): 4001 NE Lakewood Ct.,

CITY: Lee's Summit, Mo STATE: Missouri ZIP: 64064

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM***
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 90 PART-TIME: 1

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Miller, Michael	mlmiller@jacksongov.org	(816) 541-8017
SCREENER/POC #2	Postlethwait, Glen	gpostlethwait@jacksongov.org	(816) 541-8017
SCREENER/POC #3	Souder, Kevin	ksouder@jacksongov.org	(816) 541-8017
SCREENER/POC #4	Cheney, Jason	jcheney@jacksongov.org	(816) 541-8017
WEAPON/POC	Postlethwait, Glen	gpostlethwait@jacksongov.org	(816) 541-8017
AIRCRAFT/POC	N/A	N/A	
VEHICLE/POC	Postlethwait, Glen	gpostlethwait@jacksongov.org	(816) 541-8017

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE COMPENSATED LAW ENFORCEMENT OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate (N/A for Federal Agencies).

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

**CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY**

Sharp, Mike

DATE: 9/8/15

PRINTED NAME

[Signature]

SIGNATURE

**STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES)**

PRINTED NAME

DATE: _____

SIGNATURE

OFFICE OF THE SHERIFF

JACKSON COUNTY

INTER-OFFICE MEMO

TO: Capt. Epperson (via chain of command)

FROM: Deputy Miller, Michael

DATE: 09-08-17

SUBJECT: RLA request

Capt. Epperson,

It is time again to renew the application with the LESO (Law Enforcement Support Office). Attached is the application signed by the Sheriff. We need the County Executive signature.

If down town has any questions, the previous one was RES. 19246. Or they could contact me and I will answer what I can. Or they could contact Heather Haslag, Program Manager with the Mo Department Of Public Safety at (573)751-1318 or email: heather.haslag@dps.mo.gov

Thank You,

Respectfully Submitted,

Deputy Mike Miller #62/315

APPROVED
[Signature] #29
09-08-2017

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19586

Sponsor(s): Alfred Jordan

Date: September 25, 2017

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the Jackson County Sheriff and the County Executive to execute a state plan of operations between the State of Missouri and the Jackson County Sheriff's Office.</p>															
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM TO</td> <td>FROM ACCT TO ACCT</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM TO	FROM ACCT TO ACCT	
Amount authorized by this legislation this fiscal year:		\$														
Amount previously authorized this fiscal year:		\$														
Total amount authorized after this legislative action:		\$														
Amount budgeted for this item * (including transfers):		\$														
Source of funding (name of fund) and account code number; FROM TO	FROM ACCT TO ACCT															
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>															
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Captain Dave Epperson, Sheriff's Office, 816-541-8017</p>															
<p>REQUEST SUMMARY</p>	<p>The Secretary of Defense is authorized to transfer to state law enforcement agencies property which is in excess of the needs of the United States Department of Defense. This program, formerly known as the 1033 program, is called the LESO Program. (Law Enforcement Support Office Program)</p> <p>This request is to authorize the execution of the attached documents so the Jackson County Sheriff's Office may continue to participate.</p>															
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
<p>ATTACHMENTS</p>																
<p>REVIEW</p>	<p>Department Director: _____ Date: _____</p>															

	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Jackson County Sheriff to execute a Memorandum of Understanding with the Federal Bureau of Investigation Heart of America Corruption Task Force related to the investigation and prosecution of public corruption, at no cost to the County.

RESOLUTION NO. 19587, September 25, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office desires to participate in the Federal Bureau of Investigation (FBI) Heart of America Corruption Task Force, a multijurisdictional task force formed to identify, investigate, and prosecute incidents of public corruption; and,

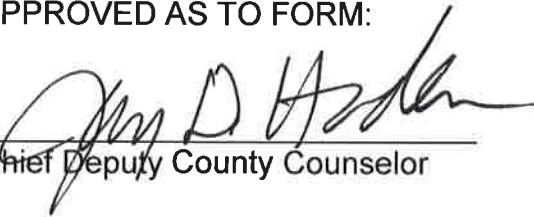
WHEREAS, the attached Memorandum of Understanding with the FBI sets out the rights and obligations of each party related to this task force; and,

WHEREAS, the execution of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Jackson County Sheriff be and are hereby authorized to execute the attached Memorandum of Understanding with the FBI.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19587 of September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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FEDERAL BUREAU OF INVESTIGATION
HEART OF AMERICA CORRUPTION TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Jackson County Sheriff's Office concerning the Heart of America Corruption Task Force (HACTF). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the HACTF personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the HACTF is to further the identification, investigation, and prosecution of federal, state, county and local level public officials or public entities; individuals associated with public officials or public entities; and individuals representing public officials or public entities who exploit their official positions for personal gain through bribes, quid pro quo arrangements, kickbacks, extortion, and misappropriation schemes. Through a collaborative multi-agency effort, the HACTF will seek to restore integrity in government legislative process, contract bidding process, procurement, benefits, electoral process, regulatory or licensing/permitting process, correctional facilities, school districts, and public service programs.

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SUPERVISION AND CONTROL

A. Supervision

4. Overall management of the HACTF shall be the shared responsibility of the participating agency heads and/or their designees.
5. The Special Agent in Charge (SAC) of the Kansas City Division shall designate one Supervisory Special Agent to supervise the HACTF. The HACTF Supervisor may designate a Special Agent to serve as the HACTF Task Force Coordinator. Either the HACTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the HACTF.
6. Conduct undertaken outside the scope of an individual's HACTF duties and assignments under this MOU shall not fall within the oversight responsibility of the HACTF Supervisor or Task Force Coordinator. As stated in paragraph 72, below, neither the United States nor the FBI shall be responsible for such conduct.
7. HACTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
8. HACTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
9. Continued assignment of personnel to the HACTF will be based on performance and at the discretion of appropriate management. The FBI SAC and HACTF Supervisor will also retain discretion to remove any individual from the HACTF.

B. Case Assignments

10. The FBI HACTF Supervisor will be responsible for opening, monitoring, directing, and closing HACTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
11. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the HACTF Supervisor.
12. For FBI administrative purposes, HACTF cases will be entered into the relevant FBI computer system.
13. HACTF personnel will have equal responsibility for each case assigned. HACTF personnel will be responsible for complete investigation from predication to resolution.

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C. Resource Control

14. The head of each participating agency shall determine the resources to be dedicated by that agency to the HACTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

15. It is agreed that matters designated to be handled by the HACTF will not knowingly be subject to non-HACTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the HACTF's existence and areas of concern.
16. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to HACTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
17. HACTF investigative leads outside of the geographic areas of responsibility for FBI Kansas City Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

18. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-HACTF personnel will be limited to those situations where it is essential to the effective performance of the HACTF. These disclosures will be consistent with applicable FBI guidelines.
19. Non-FBI HACTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the HACTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
20. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
21. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of

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HACTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

22. Operation, documentation, and payment of any CHS opened and operated in furtherance of a HACTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is a HACTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of HACTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

23. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by HACTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
24. HACTF reports prepared in cases assigned to HACTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
25. Records and reports generated in HACTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for HACTF.
26. HACTF investigative records maintained at the Kansas City Field Office of the FBI will be available to all HACTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
27. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the HACTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by HACTF personnel.
28. All HACTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
29. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
30. The Parties acknowledge that this MOU may provide HACTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this

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access to information by HACTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

31. No information possessed by the FBI, to include information derived from informal communications between HACTF personnel and FBI employees not assigned to the HACTF, may be disseminated by HACTF personnel to non-HACTF personnel without the approval of the HACTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, HACTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
32. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
33. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
34. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
35. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
36. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

37. HACTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
38. A determination will be made on a case-by-case basis whether the prosecution of HACTF cases will be at the state or federal level. This determination will be based on the

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evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the HACTF.

In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided that a HACTF case will be prosecuted at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

39. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
40. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
41. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

42. All HACTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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USE OF LESS-THAN-LETHAL-DEVICES¹

43. The parent agency of each individual assigned to the HACTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
44. The parent agency of each individual assigned to the HACTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

45. HACTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

46. Local and state law enforcement personnel designated to the HACTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the HACTF or until the termination of the HACTF, whichever comes first.
47. Deputized HACTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

48. In furtherance of this MOU, employees of the Jackson County Sheriff's Office may be permitted to drive FBI owned or leased vehicles for official HACTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to the Jackson County Sheriff's Office HACTF personnel will require the execution of a separate Vehicle Use Agreement.

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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49. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to HACTF business.
50. The FBI and the United States shall not be responsible for any tortious act or omission on the part of the Jackson County Sheriff's Office and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by the Jackson County Sheriff's Office HACTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
51. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by HACTF task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
52. To the extent permitted by applicable law, the Jackson County Sheriff's Office agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by the Jackson County Sheriff's Office HACTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

53. The FBI and the Jackson County Sheriff's Office remain responsible for all personnel costs for their HACTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 54 below.
54. Subject to funding availability and legislative authorization, the FBI will reimburse to the Jackson County Sheriff's Office the cost of overtime worked by non-federal HACTF personnel assigned full-time to HACTF, provided overtime expenses were incurred as a result of HACTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the Jackson County Sheriff's Office for full-time employee(s) assigned to HACTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable HACTF overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

55. Property utilized by the HACTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the HACTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by HACTF personnel in connection with authorized investigations and/or operations and is in the custody and

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control and used at the direction of the HACTF, will be the financial responsibility of the agency supplying said property.

FUNDING

56. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

57. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with HACTF operations.
58. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to HACTF investigations may be equitably shared with the agencies participating in the HACTF.

DISPUTE RESOLUTION

59. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the HACTF's objectives.
60. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

61. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
62. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

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SELECTION TO HACTF AND SECURITY CLEARANCES

63. If a HACTF candidate will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
64. If, for any reason, the FBI determines that a HACTF candidate is not qualified or eligible to serve on the HACTF, the participating agency will be so advised and a request will be made for another candidate.
65. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
66. Before receiving unescorted access to FBI space identified as an open storage facility, HACTF personnel will be required to obtain and maintain a "Top Secret" security clearance. HACTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
67. Upon departure from the HACTF, each individual whose assignment to the HACTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

68. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the HACTF.
69. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the HACTF or otherwise relating to the HACTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the HACTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the HACTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
70. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the HACTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and

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assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any HACTF personnel.

71. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the HACTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Kansas City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any HACTF personnel.
72. Liability for any conduct by HACTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

73. The term of this MOU is for the duration of the HACTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agencies involved.
74. Any participating agency may withdraw from the HACTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the HACTF at least 30 days prior to withdrawal.
75. Upon termination of this MOU, all equipment provided to the HACTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the

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entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any HACTF participation.

MODIFICATIONS

- 76. This agreement may be modified at any time by written consent of all involved agencies.
- 77. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.


SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation



Sheriff
Jackson County Sheriff's Office

Date



Date

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19587

Sponsor(s): Alfred Jordan

Date: September 25, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the Jackson County Sheriff's Office to enter into a cooperative agreement (MOU) with the Federal Bureau of Investigation Heart of America Corruption Task Force, a multijurisdictional task force with a mission to identify, investigate, and prosecute incidents of public corruption.</p>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="315 590 1192 905"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM TO</td> <td>FROM ACCT</td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM TO	FROM ACCT	TO ACCT
Amount authorized by this legislation this fiscal year:		\$															
Amount previously authorized this fiscal year:		\$															
Total amount authorized after this legislative action:		\$															
Amount budgeted for this item * (including transfers):		\$															
Source of funding (name of fund) and account code number; FROM TO	FROM ACCT	TO ACCT															
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																
CONTACT INFORMATION	<p>RLA drafted by Captain Dave Epperson, Sheriff's Office, 816-541-8017</p>																
REQUEST SUMMARY	<p>A Resolution authorizing the Jackson County Sheriff's Office to enter into a cooperative agreement (MOU) with the Federal Bureau of Investigation Heart of America Corruption Task Force, a multijurisdictional task force with a mission to identify, investigate, and prosecute incidents of public corruption.</p>																
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																
ATTACHMENTS																	
REVIEW	<p>Department Director:</p>	<p>Date:</p>															
	<p>Finance (Budget Approval):</p>	<p>Date:</p>															

<i>If applicable</i>		
Division Manager:	<i>ADF</i>	Date: <i>9/18/17</i>
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the Independence Police Department, for the furnishing of an anti-violent crime related program, at a cost to the County not to exceed \$55,000.00.

RESOLUTION NO. 19588, September 25, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Drug Commission recommends the execution of a Cooperative Agreement with the Independence Police Department for the furnishing of a targeted neighborhood anti-violent crime program, at a cost to the County not to exceed \$55,000.00; and,

WHEREAS, the recommended program will partially fund the salary and benefits for a full-time Crisis Intervention Team (CIT) officer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute a Cooperative Agreement with the Independence Police Department in the amount of \$55,000.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be, and hereby is, authorized to make all payments, including final payment on the agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief/Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19588 of September 25, 2017, was duly passed on _____, 2017 by the Jackson County Legislature.

The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 5108 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$55,000.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

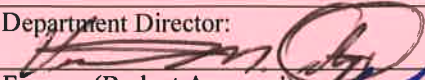
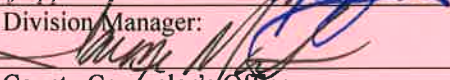
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19588

Sponsor(s): Dan Tarwater III

Date: September 25, 2017

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to execute an agreement with Independence Police Department funded by the County's Anti-Drug Sales Tax Fund for 2017 fiscal year, which is engaged in anti-violence activities and purposes, at an aggregate cost to the county not to exceed \$55,000.00.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="316 619 1258 997"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$55,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$55,000.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$55,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services</td> <td>\$55,000.00</td> </tr> </table> <ul style="list-style-type: none"> • If account includes additional funds for other expenses, total budgeted in the account is: \$315,000.00 <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$290,000.00 Prior Year Actual Amount Spent (if applicable): \$290,000.00</p>	Amount authorized by this legislation this fiscal year:	\$55,000.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$55,000.00	Amount budgeted for this item *:	\$55,000.00	Source of funding (name of fund) and account code number: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services	\$55,000.00
Amount authorized by this legislation this fiscal year:	\$55,000.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$55,000.00										
Amount budgeted for this item *:	\$55,000.00										
Source of funding (name of fund) and account code number: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services	\$55,000.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Res#19168, June 13, 2016, Res#195471, July 31, 2017</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the County Executive to execute an agreement with Independence Police Department funded by the County's Anti-Drug Sales Tax Fund for the 2017 fiscal year, which is engaged in anti-violence activities and purposes, at an aggregate cost to the county not to exceed \$55,000.00.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance use disorder treatment, prevention, and other anti-drug and anti-violence initiatives in the community. Independence Police Department has targeted neighborhoods with this program to redirect consumer focus from the judicial system to the mental health and substance use disorder system. The program is designed to connect people who are committing violent crimes with the services of mental health and substance use disorder treatment. An officer who has completed Crisis Intervention Team training, (CIT), visits, re-visits, reports and submits administrative paperwork concerning CIT issues. These issues include Assault, Aggravated Assault, Sexual Assault, Robbery, Suicidal Threats and Domestic Violence. Independence Police Department has partnered with the Independence Municipal Court, Comprehensive Mental Health Services, Centerpoint Medical Center and Jackson County Drug Court. This project will help reduce violent crime and is part of the Targeted Neighborhood Violence Reduction Initiative.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Quote	
REVIEW	Department Director: 	Date: 9-14-2017
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/18/17
	Division Manager: 	Date: 9-18-17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

Date: September 18, 2017 PC# _____ RES # 19588

Department / Division	Character/Description	Not to Exceed
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Anti-Drug Sales Tax Fund - 008

5108 - Non-Departmental	56080 - Other Professional Services	\$ 55,000
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\$ 55,000

 9/18/17
 Budget Office

Application for 2017-8 Continuation of Targeted Neighborhood Funding to Reduce Violent Crime

Name of Agency: Independence Police Department

Please provide responses to the following as your application for COMBAT Targeted Neighborhood Funding to Reduce Violent Crime.

1. What has been the experience of your project in reducing Violent Crime in the Area? Answer the following:
 - a. What is the Violent Crime that you were addressing?

With COMBAT funding, the Independence Police Department has created a Crisis Intervention Team. This team works with those individuals in a mental health crisis state of mind who may be likely to commit violent crimes.
 - b. Briefly describe what you did to reduce this violent crime
Many individuals that are experiencing a mental health crisis are directed towards the judicial system, when the help they really need is within the healthcare system. With our CIT unit in place, we have been able to redirect these individuals to the proper system, in order to get them into the treatment they need.
 - c. Describe your success in addressing this violent crime. Has the incidence of crime been reduced?
In its first year, the CIT Unit is showing a positive impact on violent crime. In today's society it's hard to make a dramatic reduction in violent crime in just one year, but with the program we have in place, we are diverting people out of jails and instead connecting them with service; solving the long term concern verses putting a "band-aid" on the problem.
2. What will you do in the next phase of your Proposed Targeted Neighborhood approach to address this Violent Crime?

With continued funding, our dedicated CIT officer will build on developing and furthering relationships he has established within the mental health community. In the first year, we have been able to develop many partnerships, but they are still in the early stages and have room to grow and succeed even further. We also hope to build on our relationship with the Independence School District in order to target more youth crime within our community.

 - a. What is your Goal for 2017-18?
 1. Increase the number of referrals to Mental Health Court
 2. Work to implement a survey in Detention to increase the number of referrals coming to us so we can better identify subjects in need of mental health services
 3. Continue to identify and direct chronically mentally ill subjects into treatment
 4. Increase the number of successful outreaches completed
 5. Work more on public education
 6. Work on building a relationship with the local hospital
 - b. How will your Strategies and Activities change?

Our strategies won't necessarily have to change. Now that officers are seeing the benefits of the program, we are increasing our referral base. We didn't see a real increase in jail referrals until

recently. With this addition, we should be able to hit some of the more violent criminals. Also, adding the survey, will hopefully give us additional base of people. The goal with the survey will be to have every arrestee fill it out and they will be reviewed by staff and outreaches following that.

Our community outreach has been a great success. When we respond to people's house and attempt to engage them that way, we are seeing success. As officers saw the outreach we were doing and the success we were having, they began sending more our way. We had a large increase in CIT reports which can be correlated with the program

c. How will COMBAT funds be used?

COMBAT funding will be used to continue partially funding one (1) full-time dedicated CIT officer.

d. Who are other partners?

Comprehensive Mental Health, Mental Health Court, Truman Medical Centers, Kansas City VA

i. How have they been involved to date?

To date, we have had great working relationships with the above groups. Comprehensive Mental Health and the Kansas City VA respond out with the CIT officer and attempt to outreach people. All reports are forwarded to these providers for review.

Comprehensive Mental Health has a significant role with this position. Not only do they receive all the reports and assist in processing them, they assist us with the community education role.

The partnership with Mental Health Court revolves around us sending people to the court and them monitoring the people. This removed people from the Criminal Justice System and works as a diversion.

Truman Medical Centers has been an amazing hospital resource for our clients who need hospitalized. We have a working relationship with several of the staff and doctors where we are allowed to advocate for the patients we have brought to them. This has been a significant benefit to the program as it gives doctors the information they need and often we see better results as a result of this partnership.

ii. How will they be involved in 2017-18?

All of the partners will remain in-place in their current roles. We are going to also partner with the Independence School district and offer information to their staff as it relates to mental illness. With this added benefit, we should be able to get the youth and their families into services. Comprehensive Mental Health has added a Youth Liaison which will be working more with the CIT officer to include more outreach of youth and a resource for the schools to have.

Truman will continue to be the hospital of choice when possible and we want to greatly increase the number of people we are sending to Mental Health Court.

e. What will be your evidence of success?

Please update your Logic Model as appropriate in Exhibit 2 after Budget

Exhibit A: 12-Month AGENCY/PROGRAM BUDGET INFORMATION

Targeted Neighborhood Initiative Sept 2017 – Aug 2018

Agency: Independence Police Department

Please provide a 12-month budget. Please accompany the budget with a one-page Budget Justification that illustrates specific staff titles and FTE on the project.

Budget Categories	Proposed COMBAT Program Budget	Other funding amount	Name of other funding sources	Total Program Cost
Personnel – Salaries or Contract	34,662.60	20,357.40	IPD	55,020.00
Fringe Benefits – <i>no more than 10% of Salaries</i>	20,337.53	13,002.68	IPD	33,340.21
Program Operating Expenses:	\$0.00	\$0.00		\$0.00
Auditing/Accounting Services	\$0.00	\$0.00		
Insurance	\$0.00	\$0.00		\$0.00
Postage	\$0.00	\$0.00		\$0.00
Printing	\$0.00	\$0.00		\$0.00
Meeting Expense	\$0.00	\$0.00		\$0.00
Mileage (Local Travel)	\$0.00	\$0.00		\$0.00
Training	\$0.00	\$0.00		\$0.00
Supplies	\$0.00	\$0.00		\$0.00
Other:	\$0.00	\$0.00		\$0.00
	\$0.00	\$0.00		\$0.00
	\$0.00	\$0.00		\$0.00
Indirect: <i>no more than 7% of total</i>				
TOTAL PROPOSED BUDGET	55,000.13	33,360.08		88,360.21

1. Funds may not be used to provide capital improvements (Article 6, Section 23 - MO. Constitution).
2. Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
3. Funds may not be used to pay for rent, utilities, or equipment.

Exhibit B: Targeted Neighborhood Initiative Logic Model

Agency:

Violent Crime Related Need/Problem and Project Summary	Project Activities	Outputs & Intermediate Outcomes (e.g., # to be served, # classes, etc.)	Anticipated Outcomes for 2017-8
<u>Need:</u> <u>Project summary:</u>			