

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$56,470.00 from the undesignated fund balance of the 2016 General Fund in acceptance of a rebate received from Kansas City Power & Light for use by the Department of Corrections.

**ORDINANCE NO. 4886**, September 12, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the County has received a rebate from Kansas City Power & Light for retrofitting the lights to save energy at the Detention Center; and,

WHEREAS, an appropriation is necessary to place these funds in the proper spending account so that the funds may be used by the Department of Corrections Facilities Management Division for seasonal salaries and supplies; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Detention Center Facilities Maintenance			
001-9999	47958 - Increase Revenues	\$56,470	
001-2810	Undesignated Fund Balance		\$56,470
001-2810	Undesignated Fund Balance	\$56,470	
001-1210	55020 – Seasonal Salaries		\$30,000
001-1210	57370 – Building Operating Supplies		\$10,000
001-1210	57360 – Electrical Supplies		\$ 2,000
001-1210	56510 – Maint & Repair Buildings		\$14,470

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. 4886 introduced on September 12, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4886.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$56,470.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4886

Sponsor(s): Alfred Jordan

Date: September 12, 2016

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Transfer of KCPL Rebate Proceeds to Corrections Facilities Management General Fund.</p>																				
<p>BUDGET INFORMATION  <i>To be completed                  By Requesting                  Department and                  Finance</i></p>	<table border="1" data-bbox="315 520 1193 898"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$56,470</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>\$56,470</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>From Account: 001-9999-47958</td> <td>FROM ACCT \$56,470</td> </tr> <tr> <td>To Accounts:</td> <td>TO ACCT</td> </tr> <tr> <td>001-1210-55020 Seasonal Salaries</td> <td>\$30,000</td> </tr> <tr> <td>001-1210-57370 Bldg Op Supplies</td> <td>\$10,000</td> </tr> <tr> <td>001-1210-57360 Electrical Supplies</td> <td>\$ 2,000</td> </tr> <tr> <td>001-1210-56510 M&amp;R Bldgs</td> <td>\$14,470</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:	\$56,470	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$56,470	Amount budgeted for this item * (including transfers):	\$	From Account: 001-9999-47958	FROM ACCT \$56,470	To Accounts:	TO ACCT	001-1210-55020 Seasonal Salaries	\$30,000	001-1210-57370 Bldg Op Supplies	\$10,000	001-1210-57360 Electrical Supplies	\$ 2,000	001-1210-56510 M&R Bldgs	\$14,470
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001-1210-57360 Electrical Supplies	\$ 2,000																				
001-1210-56510 M&R Bldgs	\$14,470																				
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>N/A</u></p> <p>Prior resolutions and (date): N/A</p>																				
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: L.J. Scott, Asst Dir of Admin 881-4232 - 8/29/16</p>																				
<p>REQUEST SUMMARY</p>	<p>The Department of Corrections requests that the rebate of \$56,470 from Kansas City Power and Light, for LED lighting changed out in the Tower and Annex facilities, be transferred from the cited General Fund account 001-9999-47958 to Corrections Facilities Management 001-1210 accounts: 55020 Seasonal Salaries in the amount of \$30,000; 57370 Bldg Op Supplies in the amount of \$10,000; 57360 Electrical Supplies in the amount of \$2,000; and 56510 M&amp;R Bldgs in the amount of \$14,470.</p>																				
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																				
<p>ATTACHMENTS</p>	<p>N/A</p>																				

REVIEW	Department Director:	<i>Joe P. Cummins</i>	Date:	<i>8-30-16</i>
	Finance (Budget Approval): <i>If applicable</i>	<i>[Signature]</i>	Date:	<i>8/31/16</i>
	Division Manager:	<i>Mary Lou Brown</i>	Date:	<i>9/7/16</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:
<i>001-2810</i>	<i>Undesignated Fund Balance</i>	<i>\$ 56,470</i>

- 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: August 31, 2016

ORD # 4886

Department / Division	Character/Description	From	To
<b>General Fund - 001</b>			
9999	47958 - KCPL Solar	\$ 56,470	
2810	Undesignated Fund Balance		56,470
2810	Undesignated Fund Balance	56,470	
1210 - Facilities Mgmt Detention Facility	55020 - Seasonal Salaries		30,000
1210 - Facilities Mgmt Detention Facility	57370 - Bldg Op Supplies		10,000
1210 - Facilities Mgmt Detention Facility	57360 - Electrical Supplies		2,000
1210 - Facilities Mgmt Detention Facility	56510 - M&R Buildings		14,470

Budgeting *[Signature]* 8/31/16

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$7,000.00 from the undesignated fund balance of the 2016 Grant Fund and authorizing the County Executive to execute a contract with the Traffic and Highway Safety Division of the Missouri Department of Transportation, in acceptance of the Jackson County Sheriff's Office Seat Belt Enforcement Grant.

**ORDINANCE NO. 4887**, September 12, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$7,000.00 by the Traffic and Highway Safety Division of the Missouri Department of Transportation in furtherance of the Seat Belt Enforcement Grant for the period October 1, 2016, through September 30, 2017; and,

WHEREAS, the Sheriff recommends the use of funds for reimbursement of overtime used for the campaign, promoting the use of child restraints and safety belts with young drivers and parents in the areas of schools and day care centers throughout the County, pursuant to the attached contract with the Traffic and Highway Safety Division; and,

WHEREAS, an appropriation is necessary to place the grant funds in the proper 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 2016 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Seat Belt Enforcement			
010-4261	45866 - Increase Revenues	\$7,000	
010-2810	Undesignated Fund Balance		\$7,000
010-2810	Undesignated Fund Balance	\$7,000	
010-4261	55030 - Overtime		\$ 6,502
010-4261	55040 - FICA		\$ 498

and,

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

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. 4887 introduced on September 12, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4887.

\_\_\_\_\_  
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: \$7,000.00

September 7, 2016  
Date

  
Chief Financial Officer



**CONTRACT**

Form HS-1

Revision Reason: Other

Version: 2

06/22/2016

**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:** Seatbelt Enforcement/Education  
**Project Number:** 17-M2HVE-05-017  
**Project Category:** 405b Low HVE  
**Program Area:** Occupant Protection

**Funding Source:** 405b / 20.616

**Name of Grantee**  
Jackson County Sheriff's Office

**Type of Project:** Initial

**Grantee County**  
Jackson

**Started:** 10/01/2016

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

**Federal Funds Benefiting**  
**State:**  
**Local:** \_\_\_\_\_ \$7,000.00  
**Total:** \$7,000.00

<b>Telephone</b> 816-524-4302	<b>Fax</b> 816-795-1969
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**Source of Funds**  
**Federal:** \$7,000.00  
**State:**  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \$7,000.00

**Contract Period**  
**Effective:** 10/01/2016  
**Through:** 09/30/2017

**Prepared By**  
Holmes, Marcus

\_\_\_\_\_  
**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 \$7,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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](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) (prohibits 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 Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

- A. To the extent allowed or imposed by law, the 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.
- 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](http://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](http://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](http://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:**

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

- A.** A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- B.** Evaluation will be a 2-step process to include:
1. Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the Subrecipient and approved by the MHTC prior to use.
  2. Instructor evaluation of the students' comprehension and understanding of the material presented .
- C.** The Subrecipient must provide a sign-up sheet for every class (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
1. Title of the class
  2. Date(s) and location of class
  3. Name of attendees
  4. Signature of attendees
  5. Business address, telephone number and/or email address of each attendee
- D.** Every effort should be made to enroll a minimum of fifteen (15) students per class.
- E.** Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

**THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:****A. PROBLEM IDENTIFICATION**

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

**B. PROJECT ACTIVITIES**

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

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.

Traffic crashes are the leading cause of death in the United States. It is well recognized that one of the best means of defense in a crash is to be protected by a safety belt or a child safety seat. Increasing safety belt use has tremendous potential for saving lives, preventing injuries, and reducing the economic costs associated with traffic crashes. For many years, motor vehicle manufacturers have been required to install safety belts in their vehicles, so the vast majority of vehicles on the roads today have these types of safety devices installed. The overwhelming percentage of people killed on Missouri roads or seriously injured in 2012-2014, in all probability, had a safety belt available for use (except for pedestrians, bicyclists, and motorcyclists):

- 2,349 killed - 75.6% had a safety belt available;
- 15,101 seriously injured - 79.2% had a safety belt available.

A substantial number of vehicle occupants killed in 2012-2014 Missouri traffic crashes were not wearing safety belts compared to those injured and not injured. In fatal crashes where safety belt usage was known, 65.6% of the drivers/passengers who died were not buckled up. Of those seriously injured, 36.0% were not belted. Conversely, of those not injured, 685,521 were wearing a safety belt.

Safety belt use dramatically reduces a person's chance of being killed or seriously injured in a traffic crash. Of the drivers involved in 2012-2014 crashes, 1 in 2 was injured when they failed to wear their safety belt, however, when they were wearing a safety belt, their chances of being injured in the crash were 1 in 8. When examining driver deaths, the differences are much more significant. Drivers had a 1 in 29.8 chance of being killed if they were not wearing a safety belt; but that chance dropped dramatically to only 1 in 1,343 if the driver was wearing a safety belt.

The possibility of death and serious injury dramatically increases in cases where the person is ejected from the vehicle at the time of the crash. One of the benefits of being belted is it increases the probability of the person staying in the vehicle and being protected by the vehicle passenger compartment. In known cases of those occupants killed who were totally ejected from the vehicle, 97.4% were not wearing safety belts and of those partially ejected, 93.5% were not belted. Of the occupants killed who were not ejected from their vehicles, 50.4% failed to wear their safety belts.

According to the Missouri State Highway Patrol Crash Statistics, there were 779 motor vehicle crashes investigated by all law enforcement agencies in Unincorporated Jackson County from 2012-2014. Of the 779 crashes investigated 6.8% or 53 were unbelted. Of the 53 crashes in Unincorporated Jackson county that were unbelted 20.7% or 11 of the crashes resulted in a disabling injury and 7.5% or 4 resulted in a fatality.

Jackson County and Unincorporated Jackson County consistently have problems with speed-involved and alcohol related crashes involving unbuckled occupants. The following shows comparative analysis of where Jackson County and Unincorporated Jackson County rank as compared to the other counties in Missouri for crashes with unbuckled occupants.

Unbuckled Crashes:

Jackson County - 1st in the state  
Unincorporated Jackson County - 67th in the state

Serious Injury - Unbuckled:

Jackson County - 1st in the state  
Unincorporated Jackson County - 37th in the state

Unbuckled Fatals:

Jackson County - 1st in the state  
Unincorporated Jackson County - 18th in the state

The top four crash locations in Jackson County investigated by all agencies according to the 2015 Crash Data at STARS Reporting are: I 70, US 24 (aka Independence Ave) MO 150 and 291. Jackson County continues to lack the commitment to a Primary Seat Belt law, but the larger cities within the county have adopted a Primary Seat Belt Law.

The top crash locations according to the 2015 Crash Data available online at STARS Reporting for crashes investigated by the Jackson County Sheriff's Office are Colbern Rd., Buckner-Tarsney Rd. and NE area of US 24/Mo 291.

In regard to the 138 crashes investigated in 2015 by the Jackson County Sheriff's Office. The high crash day of the week and time of day are: Saturday midnight to 0400, Tuesday 1500-1900, and Monday 1600-2300.

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

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

Performance Measure:

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

Benchmark:

2013 statewide safety belt usage rate = 80%  
(79% in 2014)

Goal #2:

To reduce unrestrained passenger vehicle occupant fatalities to:

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

Performance Measure:

Number of unrestrained passenger vehicle occupant fatalities

Benchmark:

2012 unrestrained passenger vehicle occupant fatalities = 396  
(334 in 2013, 327 in 2014)

Goal #3:

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

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

Performance Measure:

Percent observed belt use for teen front seat outboard occupants

Benchmark:

2013 teen safety belt usage rate = 67%  
(67% in 2014, 68% in 2015)

Objectives:

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

Objectives:

1. Target Population - All drivers and Occupants
2. Enforcement Locations - Target roadways Missouri STARS data indicates as crash site corridors, roadways that our Road Patrol and DWI Unit have observed HMV and impaired drivers, where potential crashes may result from these poor driving choices. Information obtained from the MoDOT Seatbelt spotter reposts for area of low seat belt usage. A more concise list will be found on question 41 on Supplemental Page.
3. Month, Date, and Time of Enforcement - will be based on the STARS data as listed on the Supplemental Page. with the option for special events within Jackson County where alcohol is served, such as concerts, rallies, holiday events and other special events that increase the volume of vehicles on the roadways, to actively enforce with citations and passively enforce with this additional presence.
4. Monitor Deputy activity - to encourage the Deputy to make above the required stops/contacts per hour.
5. Work with other Jackson County Agencies within the Jackson County Traffic Safety Task Force in problem areas in their jurisdiction. Also assist in Checkpoints and Wolf Packs hosted by other agencies by providing equipment and personnel.

Utilizing every opportunity to enforce the Seat Belt and Child Restraint Laws on each contact/stop.

6. Provide educational opportunities to meet with and observe the youth after school and during school activities. by providing information on seat belt safety.

7. Provide an educational opportunity to parents with the height and weight requirements of the law for the continued use of child restraint systems.

8. Attend the National Child Passenger Safety Training Course to become certified as child passenger safety technician . To visit area schools and day cares promoting child safety.



Project Description information is captured in the supplemental section.

A handwritten signature in black ink, appearing to be 'HLL', is located in the bottom right corner of the page.



Question	Answer
1. 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 report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 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
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
per Sgt. Barnes	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
10 If YES, please explain.	
There has been an addition of 8 new Deputies in the past 11 months that bring with them an eagerness and renewed interest in traffic enforcement.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	
In April 2015 there was a discrepancy found in the 2014 grant year billing that involved overbilling/overpayment on JAG grant that is monitored by other personnel, in that billing was submitted on the JAG grant that applied to two MoDOT grants (MoDOT has received the documentation that verifies the charges/payment on the MoDOT grants to be true and accurate). I have not been able to secure verification that the overcharging discrepancy has been satisfied.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, 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).	
per Marc deRome Finance.	
Please use the most current 12-months of data available for answering questions 16-21.	

16 Total number of DWI violations written.	263
17 Total number of speeding violations written.	1445
18 Total number of HMV violations written.	843
19 Total number of child safety/booster seat violations written.	46
20 Total number of safety belt violations written.	65
21 Total number of sobriety checkpoints hosted.	5

Use the most current three years crash data for questions 22-32.

22 Total number of traffic crashes.	60,581
23 Total number of traffic crashes resulting in a fatality.	194
24 Total number of traffic crashes resulting in a serious injury.	1513
25 Total number of speed-related traffic crashes.	7878
26 Total number of speed-related traffic crashes resulting in a fatality.	76
27 Total number of speed-related traffic crashes resulting in a serious injury.	381
28 Total number of alcohol-related traffic crashes.	2041
29 Total number of alcohol-related traffic crashes resulting in a fatality.	47
30 Total number of alcohol-related traffic crashes resulting in a serious injury.	158
31 Total number of unbuckled fatalities.	88
32 Total number of unbuckled serious injuries.	300

Enter your agency's information below.

33 Total number of commissioned law enforcement officers.	97
34 Total number of commissioned patrol and traffic officers.	42
35 Total number of commissioned law enforcement officers available for overtime enforcement.	89
36 Total number of vehicles available for enforcement.	75
37 Total number of radars/lasers.	20
38 Total number of in-car video cameras.	49

39 Total number of PBT's. 15

40 Total number of Breath Instruments. 4

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

41 Identify primary enforcement locations.

Interstate 35, 435, 470, 70, 49  
US Hwy 24 (aka Independence Ave) 40, 71  
MO7, 150, 210, 291, 350, 78 (aka 23rd st) FF (aka Truman Rd) V (aka Noland Rd)  
39th St, Blue Pkwy, Blue Ridge Blvd  
various city streets in Kansas City, Independence, Lee's Summit

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

43 Enter the months in which enforcement will be conducted.

Emphasis on May, April, June, January for the enforcement portion  
Education Spring and Fall months

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

Friday, Thursday, Saturday, and Sunday for enforcement  
Tuesday, Thursday and Friday for education.

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

Based on STARS Crash Data 2015 the HMV crashes occur more on Friday, Thursday and Monday from 0500 and 0600 until 2300 and midnight.

46 Enter the number of officers assigned during the enforcement period. 4

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

n/a



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

Ord. 4887

Equitable Sharing Program \$133,684.60 01/01/2014-Open ended

HIDTA \$77,093.00 10/01/2015-9/30/2016

HIDTA (no amount given) 1/1/2015/12/31/2016

Unable to report funding amounts managed by Prosecutors office such as JAG that may provide funding assistance to the Sheriff's office or any other programs managed by another person/department that is not managed by Col. Kenney.

HMV - LETSAC Training - \$34,004.00 - 10/01/2015-09/30/2016

DWI Unit Salary - \$184,900.26 - 10/01/2015-09/30/2016

Wolf Pack/Saturation Patrol - \$25,000.00 - 10/01/2015-09/30/2016

DWI Sobriety Checkpoint - \$30,000.00 - 10/01/2015-09/30/2016

Seat Belt Enforcement/Education - \$15,000.00

A handwritten signature in black ink, appearing to be 'J. Kenney', is located in the bottom right corner of the page.

BUDGET

Ord. 4887

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	law enforcement personnel for active enforcement and educational. 318 hours x average overtime salary \$35.00 + FICA = \$37.67 / 185,824.15 @ 37.67 = 7000.00	1.00	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00
					\$7,000.00	\$0.00	\$7,000.00
Training							
					\$0.00	\$0.00	\$0.00
<b>Total Contract</b>					<b>\$7,000.00</b>	<b>\$0.00</b>	<b>\$7,000.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	2287_001.pdf	02/25/2016



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4887

Sponsor(s): Alfred Jordan

Date: September 12, 2016

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Seatbelt Enforcement Grant. An ordinance to appropriate \$7,000.00 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 to the 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>\$7,000.00</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>\$7,000.00</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 \$7,000.00</td> </tr> <tr> <td>TO: <i>Seat Belt - 4261</i> Overtime – 55030 FICA – 55040</td> <td>TO ACCT \$ 6502.00 \$ 498.00</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): \$15,000.00  Prior Year Actual Amount Spent (if applicable) \$00.00 full amount continues to be available until September 30, 2016</p>	Amount authorized by this legislation this fiscal year:	\$7,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$7,000.00	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 \$7,000.00	TO: <i>Seat Belt - 4261</i> Overtime – 55030 FICA – 55040	TO ACCT \$ 6502.00 \$ 498.00
Amount authorized by this legislation this fiscal year:	\$7,000.00												
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Total amount authorized after this legislative action:	\$7,000.00												
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 \$7,000.00												
TO: <i>Seat Belt - 4261</i> Overtime – 55030 FICA – 55040	TO ACCT \$ 6502.00 \$ 498.00												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>4784 Oct. 12, 2015</u></p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816) 541-8017 x 72240</p>												
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$7,000.00 from the Undesignated Fund Balance for the Jackson County Sheriff's Seatbelt Project #17-M2HVE-05-017 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 \$7,000.00 and requires no Matching Local Funds.</p> <p>The term of the grant is October 1, 2016 through September 30, 2017.</p>												



	<p>In an effort to decrease the number of injuries and fatalities due to the unbelted occupants of motor vehicle crashes, these funds were requested from MoDOT by the Sheriff's Office Traffic Safety Unit for Overtime enforcement and education.</p> <p>Please appropriate \$7,000.00 as follows:</p> <table> <tr> <td>Overtime- 55030</td> <td>\$ 6,502.00</td> </tr> <tr> <td>FICA - 55040</td> <td>\$ 498.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$7,000.00</b></td> </tr> </table>		Overtime- 55030	\$ 6,502.00	FICA - 55040	\$ 498.00	<b>Total</b>	<b>\$7,000.00</b>
Overtime- 55030	\$ 6,502.00							
FICA - 55040	\$ 498.00							
<b>Total</b>	<b>\$7,000.00</b>							
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	Three (3) original Seatbelt Enforcement contracts Project #17-M2HVE-05-017 and one (1) copy of accompanying announcement letter							
REVIEW	Department Director:	Date:						
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/16/14						
	Division Manager:	Date: 9/17/14						
	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:
010-281	Grant Fund-Undesignated Fund Balance	\$7,000.00

- 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 6, 2016

ORD # 4887

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
4261 - Seatbelt Enforcement	45866 - Increase Revenues	7,000	
2810	Undesignated Fund Balance		7,000
2810	Undesignated Fund Balance	7,000	
4261 - Seatbelt Enforcement	55030 - Overtime		6,502
4261 - Seatbelt Enforcement	55040 - FICA		498

 9/6/16  
 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, 2016

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 Seatbelt Enforcement/Education project.

The project obligates \$7,000.00 in federal funds for the period October 01, 2016 through September 30, 2017. All expenditures should be claimed against project #17-M2HVE-05-017.

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 Marcus Holmes, Intermediate 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 \$18,500.00 from the undesignated fund balance of the 2016 Grant Fund, in acceptance of the Sheriff's Office's "Hazardous Moving Violation 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 Traffic and Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 4888**, September 12, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a "Hazardous Moving Violation Overtime Enforcement – L.E.T.S.A.C. Training Project" grant in the amount of \$18,500.00 for the grant period of October 1, 2016, through September 30, 2017; and,

WHEREAS, through this grant funding, the Sheriff's Office is better able to effectively monitor neighborhoods where aggressive driving complaints are called in by the community, and to provide for five law enforcement deputies and one traffic analyst to attend the annual Law Enforcement Traffic Safety Advisory Council (L.E.T.S.A.C.); and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for conducting hazardous moving violations enforcement at various locations throughout the County and to provide for the additional L.E.T.S.A.C. training; 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 2016 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Hazardous Moving Violations			
010-4265	45867 - Increase Revenues	\$18,500	
010-2810	Undesignated Fund Balance		\$18,500
010-2810	Undesignated Fund Balance	\$18,500	
010-4265	55030 - Overtime		\$13,006
010-4265	55040 - FICA		\$ 994
010-4265	56140 - Travel		\$ 3,450
010-4265	56750 - Education		\$ 1,050

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. 4888 introduced on September 12, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4888.

\_\_\_\_\_  
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: \$18,500.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

**CONTRACT**

Form HS-1      Revision Reason: Other      Version: 2      07/19/2016

**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:** HMV - LETSAC Training  
**Project Number:** 17-PT-02-068  
**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:** 10/01/2016

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

**Federal Funds Benefiting**  
**State:**  
**Local:** \_\_\_\_\_ \$18,500.00  
**Total:** \$18,500.00

**Telephone**  
816-524-4302

**Fax**  
816-795-1969

**Source of Funds**  
**Federal:** \$18,500.00  
**State:**  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \$18,500.00

**Contract Period**  
**Effective:** 10/01/2016  
**Through:** 09/30/2017

**Prepared By**  
Holmes, Marcus

\_\_\_\_\_  
**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 \$18,500.00**; 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.

## CONTRACT CONDITIONS - PAGE 2

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](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 Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

- A. To the extent allowed or imposed by law, the 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.
- 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](http://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](http://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](http://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:**

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

- A.** A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- B.** Evaluation will be a 2-step process to include:
1. Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the Subrecipient and approved by the MHTC prior to use.
  2. Instructor evaluation of the students' comprehension and understanding of the material presented .
- C.** The Subrecipient must provide a sign-up sheet for every class (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
1. Title of the class
  2. Date(s) and location of class
  3. Name of attendees
  4. Signature of attendees
  5. Business address, telephone number and/or email address of each attendee
- D.** Every effort should be made to enroll a minimum of fifteen (15) students per class.
- E.** Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

**THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:****A. PROBLEM IDENTIFICATION**

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

**B. PROJECT ACTIVITIES**

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

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.

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. According to the Missouri State Highway Patrol Crash Statistics, there were 60,581 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2012-2014. Of the 60,581 crashes investigated 1,513 resulted in disabling injury and 194 crashes resulted in a fatality.

Of the crashes that resulted in serious injury and death, 27% had a contributing factor of speed and 16% had a contributing factor of inattention.

According to the Missouri State Highway Patrol Crash Statistics, there were 779 motor vehicle crashes investigated by all law enforcement agencies in Unincorporated Jackson County from 2012-2014. of the 779 crashes investigated 50 resulted in serious injury and 10 crashes resulted in a fatality.

Of the crashes investigated in Unincorporated Jackson County that resulted in serious injury and death, 30% had a contributing factor of speed and 8% had a contributing factor of inattention.

Jackson County and Unincorporated Jackson County consistently have problems with speed-involved crashes. The following shows comparative analysis of where Jackson County and Unincorporated Jackson County rank as compared to the other counties in Missouri for speed-involved crashes.

Speed Involved Crashes:

Jackson County - 2nd in the state

Unincorporated Jackson County - 45th in the state

Serious Injury - Speed Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 34th in the state

Fatal - Speed Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 11th in the state

The top crash locations according to the 2015 Crash Data available online at STARS Reporting for the Crashes investigated by the Jackson County Sheriff's Office are Colbern Rd., Buckner-Tarsney Rd. and NE area of US 24/Mo 291.

In regard to the 138 crashes investigated in 2015 by the Jackson County Sheriff's Office the high crash day of the week and time of day are: Saturday midnight to 0400, Tuesday 1500-1900, and Monday 1600-2300.

Hazardous moving violations continue to be a problem in Jackson County and Unincorporated Jackson County. In 2015, the Jackson County Sheriff's Office conducted 10,352 traffic stops. The Department issued 1,445 citations for speeding and 1075 warnings. 71 citations and 31 warnings issued for Fail to Yield. 155 citations and 62 warnings for Careless and Imprudent Driving. 66 citations and 93 warnings for the violation of failing to stop at stop sign and stop signal devices. 21 citations and 51 warnings for Following Too Close and 530 citations and 923 warnings were issued for the remaining Hazardous Moving/Aggressive driving violations.

In 2012-2014, there were 414,163 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 = 328  
(308 in 2013, 287 in 2014)

## Goal #2:

To decrease speed-related fatalities to:

- 299 by 2013
- 285 by 2014
- 272 by 2015
- 258 by 2016

## Performance Measure:

Number of speed-related fatalities

## Benchmark:

2012 speed-related fatalities = 313  
(308 in 2013, 267 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.

1. Target Population - all drivers
2. Enforcement Locations - Target roadways Missouri STARS data indicates as crash site corridors, roadways that our Road Patrol has observed speeding and other HMV violations, and roadways in response to residential complaints. Primary locations are listed on question 41 on Supplemental Page.
3. Month, Date, and Time of Enforcement - will be based on the STARS data as listed on the Supplemental Page. with the option for special events within Jackson County.
4. Monitor Deputy activity - to encourage the Deputy to make above the required stops per hour.
5. Work with other Jackson County Agencies within the Jackson County Traffic Safety Task Force in problem areas in their jurisdiction.
6. Offer the opportunity to send 5 officers and the Traffic Analyst to attend the annual LETSAC conference in July 2017. as this is an invaluable opportunity to keep current with changes in the laws, grant processing, ethics and brainstorming ideas to find ways to lower the fatalities in our state..

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Project Description information is captured in the supplemental section.

*fill*

<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 report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 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
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
per Sgt. Barnes	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
10 If YES, please explain.	
There has been an addition of 8 new Deputies in the past 11 months that bring with them an eagerness to participate in our overtime grants.	
Since last summer the DWI Unit Deputies / Sgt. have offered to do the work-up (testing and paperwork) on suspected DWI's observed by Deputies that are not as comfortable with the DWI arrest process.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	
In April, 2015, there was a discrepancy found in the 2014 grant year that involved over-billing/overpayment on JAG grant that is monitored/prepared by other personnel. That billing was submitted on the JAG grant that applied to two MoDOT grants (MoDOT has received the documentation that verifies the charges/payment on the MoDOT grants are true and accurate). I have not been able to secure verification that the overcharging discrepancy has been satisfied.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, 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 16-21.

16	Total number of DWI violations written.	263
17	Total number of speeding violations written.	1445
18	Total number of HVM violations written.	843
19	Total number of child safety/booster seat violations written.	46
20	Total number of safety belt violations written.	65
21	Total number of sobriety checkpoints hosted.	5

Use the most current three years crash data for questions 22-32.

22	Total number of traffic crashes.	60581
23	Total number of traffic crashes resulting in a fatality.	194
24	Total number of traffic crashes resulting in a serious injury.	1513
25	Total number of speed-related traffic crashes.	7878
26	Total number of speed-related traffic crashes resulting in a fatality.	76
27	Total number of speed-related traffic crashes resulting in a serious injury.	381
28	Total number of alcohol-related traffic crashes.	2041
29	Total number of alcohol-related traffic crashes resulting in a fatality.	47
30	Total number of alcohol-related traffic crashes resulting in a serious injury.	158
31	Total number of unbuckled fatalities.	88
32	Total number of unbuckled serious injuries.	300

Enter your agency's information below.

33	Total number of commissioned law enforcement officers.	97
34	Total number of commissioned patrol and traffic officers.	42
35	Total number of commissioned law enforcement officers available for overtime enforcement.	89
36	Total number of vehicles available for enforcement.	75
37	Total number of radars/lasers.	20

- 38 Total number of in-car video cameras. 49
- 39 Total number of PBT's. 15
- 40 Total number of Breath Instruments. 4

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

- 41 Identify primary enforcement locations.

Interstate 35, 435, 470, 70, 49  
 US 40, 71, 24(aka Independence Ave.)  
 MO 7, 150, 210, 291, 350, 78 (aka 23rd St), FF (aka Truman Rd), V (aka Noland Rd)  
 39th St, Blue Parkway, Blue Ridge Blvd

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

- 43 Enter the months in which enforcement will be conducted.

All months with emphasis on May, April, June, January, February, March.

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

All week with emphasis on Friday, Thursday, Monday, Tuesday

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

Based on STARS Crash Data 2015 for HMV/Aggressive Driving emphasis will be on:  
 Friday 0500 - 2300  
 Thursday 0600 - midnight  
 Monday 0600 - 2300  
 Tuesday 0600-1100; 1500-2000  
 also included additional days and time for special events, assignments and special enforcement projects.

- 46 Enter the number of officers assigned during the enforcement period. 5

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

N/A



## PROJECT EVALUATION

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

1. Law enforcement compliance with state UCR, Racial Profiling, and 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

Ord. 4888

Equitable Sharing Program \$133,884.60 01/01/2014-Open ended

HIDTA \$77,093.00 10/01/2015 9/30/2016

HIDTA (no amount given) 1/1/2015/12/31/2016

Unable to report funding amounts managed by Prosecutors office such as JAG that may provide funding assistance to the Sheriff's office or any other programs managed by another person/department that is not managed by Col. Kenney.

HMV - LETSAC Training - \$34,004.00 - 10/01/2015-09/30/2016

DWI Unit Salary - \$184,900.26 - 10/01/2015-09/30/2016

Wolf Pack/Saturation Patrol - \$25,000.00 - 10/01/2015-09/30/2016

DWI Sobriety Checkpoint - \$30,000.00 - 10/01/2015-09/30/2016

Seat Belt Enforcement/Education - \$15,000.00



BUDGET

Ord. 4888

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
<b>Personnel</b>							
	Overtime and Fringe	5 officers per enforcement @ \$35.00 average overtime + FICA = \$37.67 / 278.741=\$10,500.00	1.00	\$10,500.00	\$10,500.00	\$0.00	\$10,500.00
	Overtime and Fringe	Non law enforcement personnel working during enforcement in data collection/clerical capacity, dedicated dispatcher and equipment setup for multi-jurisdictional enforcement and monthly billing/processing capacity, civilian average pay rate for overtime \$26.00 + , equipment setup and monthly billing/processing capacity, civilian average pay rate for overtime \$26.00 + FICA = \$27.98 / 125.09 =3,500.00	1.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
					<b>\$14,000.00</b>	<b>\$0.00</b>	<b>\$14,000.00</b>
<b>Training</b>							
	Professional Development		6.00	\$750.00	\$4,500.00	\$0.00	\$4,500.00
					<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>
<b>Total Contract</b>					<b>\$18,500.00</b>	<b>\$0.00</b>	<b>\$18,500.00</b>

ATTACHMENTS

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Document Type  
WORD

Description  
County Authorization Form

Original File Name  
2180\_001.pdf

Date Added  
02/19/2016

Handwritten signature or initials in the bottom right corner of the page.

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4888

Sponsor(s): Alfred Jordan

Date: September 12, 2016

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Hazardous Moving Violation Enforcement/Training Grant. An ordinance to appropriate \$18,500.00 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 to the Sheriff's Office.</p>																		
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="316 630 1193 1123"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$18,500.00</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>\$18,500.00</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 \$18,500.00</td> </tr> <tr> <td>TO: <i>Hazardous Moving 4265</i> Overtime – 55030</td> <td>TO ACCT \$13,006.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$ 994.00</td> </tr> <tr> <td>Education – 56750</td> <td>\$ 1,050.00</td> </tr> <tr> <td>Travel - 56140</td> <td>\$ 3,450.00</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): \$34,004.00  Prior Year Actual Amount Spent (if applicable) \$8,067.41 the balance continues to be available until September 30, 2016</p>	Amount authorized by this legislation this fiscal year:	\$18,500.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$18,500.00	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 \$18,500.00	TO: <i>Hazardous Moving 4265</i> Overtime – 55030	TO ACCT \$13,006.00	FICA – 55040	\$ 994.00	Education – 56750	\$ 1,050.00	Travel - 56140	\$ 3,450.00
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Education – 56750	\$ 1,050.00																		
Travel - 56140	\$ 3,450.00																		
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>4787 Oct. 12, 2015</u></p> <p>Prior resolutions and (date):</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816) 541-8017 x 72240</p>																		
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$18,500.00 from the Undesignated Fund Balance for the Jackson County Sheriff's Hazardous Moving Violation Enforcement and Training/Professional Development Project #17-PT-02-068 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 18,500.00 and requires no Matching Local Funds.</p>																		

	<p>The term of the grant is October 1, 2016 through September 30, 2017.</p> <p>In an effort to decrease the number of injuries and fatalities from crashes due to speeding and other poor driving habits, these funds were requested from MoDOT by the Sheriff's Office Traffic Safety Unit for Overtime enforcement. In addition to allowing the Deputies and Traffic Analyst the opportunity to obtain continuing education in law enforcement through the attendance at LETSAC conference.</p> <p>Please appropriate \$18,500.00 as follows:</p> <table> <tr> <td>Overtime- 55030</td> <td>\$13,006.00</td> </tr> <tr> <td>FICA - 55040</td> <td>\$ 994.00</td> </tr> <tr> <td>Education - 56750</td> <td>\$ 1,050.00</td> </tr> <tr> <td>Travel - 56140</td> <td>\$ 3,450.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$18,500.00</b></td> </tr> </table>		Overtime- 55030	\$13,006.00	FICA - 55040	\$ 994.00	Education - 56750	\$ 1,050.00	Travel - 56140	\$ 3,450.00	<b>Total</b>	<b>\$18,500.00</b>
Overtime- 55030	\$13,006.00											
FICA - 55040	\$ 994.00											
Education - 56750	\$ 1,050.00											
Travel - 56140	\$ 3,450.00											
<b>Total</b>	<b>\$18,500.00</b>											
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	Three (3) original Hazardous Moving Violation Enforcement and Training/Professional Development Project #17-PT-02-068 and one (1) copy of accompanying announcement letter											
REVIEW	Department Director:	Date:										
	Finance (Budget Approval): <i>[Signature]</i>	Date: <i>9/6/16</i>										
	<i>If applicable</i> Division Manager: <i>[Signature]</i>	Date: <i>9/7/16</i>										
	County Counselor's Office:	Date: <i>[Signature]</i>										

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:
010-281	Grant Fund-Undesignated Fund Balance	\$18,500.00

- 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 6, 2016

ORD # 4888

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
4265 - Hazardous Moving/LETSAC	45867 - Increase Revenues	18,500	
2810	Undesignated Fund Balance		18,500
2810	Undesignated Fund Balance	18,500	
4265 - Hazardous Moving/LETSAC	55030 - Overtime		13,006
4265 - Hazardous Moving/LETSAC	55040 - FICA		994
4265 - Hazardous Moving/LETSAC	56750 - Education		1,050
4265 - Hazardous Moving/LETSAC	56140 - Travel		3,450

  
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, 2016

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 HMV - LETSAC Training project.

The project obligates \$18,500.00 in federal funds for the period October 01, 2016 through September 30, 2017. All expenditures should be claimed against project #17-PT-02-068.

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 Marcus Holmes, Intermediate 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 \$158,349.00 within the 2016 Special Road and Bridge Fund and appropriating \$317,834.00 from the undesignated fund balance of the 2016 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. 4889**, September 12, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$159,485.08 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit consisting of one sergeant and four deputies for the period of October 1, 2016, to September 30, 2017; and,

WHEREAS, the grant is subject to a local match in the amount of \$158,348.43; 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	\$158,349	
004-9100	56105 – Operating Transfers Out		\$158,349
Grant Fund			
DWI Traffic Unit			
010-4257	47070 – Operating Transfers In	\$158,349	
010-4257	45868 - Increase Revenues	\$159,485	
010-2810	Undesignated Fund Balance		\$317,834
010-2810	Undesignated Fund Balance	\$317,834	
010-4257	55010 - Regular Salaries		\$208,312
010-4257	55030 – Overtime		\$ 7,065
010-4257	55040 - FICA		\$ 17,064
010-4257	55050 - Pension		\$ 31,968
010-4257	55060 - Health Insurance		\$ 47,425
010-4257	57190 – Uniform Allowance		\$ 6,000

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. 4889 introduced on September 12, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4889.

\_\_\_\_\_  
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: \$158,349.00

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: \$317,834.00

September 7, 2016  
Date

  
Chief Financial Officer

**CONTRACT**

Form HS-1

Revision Reason: Other

Version: 2

07/18/2016

**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 Unit Salary  
**Project Number:** 17-154-AL-142  
**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:** 10/01/2016

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

Federal Funds Benefiting	
<b>State:</b>	
<b>Local:</b>	\$159,485.08
<b>Total:</b>	\$159,485.08

**Telephone**  
 816-524-4302

**Fax**  
 816-795-1969

Source of Funds	
<b>Federal:</b>	\$159,485.08
<b>State:</b>	
<b>Local:</b>	\$158,348.43
<b>Total:</b>	\$317,833.51

**Contract Period**  
**Effective:** 10/01/2016  
**Through:** 09/30/2017

**Prepared By**  
 Holmes, Marcus

\_\_\_\_\_  
**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 \$159,485.08**; 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](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 Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the 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.

**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).

**CONTRACT CONDITIONS - PAGE 7**

- 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](http://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](http://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](http://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.

*heel*

**CONTRACT REQUIREMENTS****THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:**

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

- A.** A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- B.** Evaluation will be a 2-step process to include:
1. Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the Subrecipient and approved by the MHTC prior to use.
  2. Instructor evaluation of the students' comprehension and understanding of the material presented .
- C.** The Subrecipient must provide a sign-up sheet for every class (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
1. Title of the class
  2. Date(s) and location of class
  3. Name of attendees
  4. Signature of attendees
  5. Business address, telephone number and/or email address of each attendee
- D.** Every effort should be made to enroll a minimum of fifteen (15) students per class.
- E.** Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

**THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:****A. PROBLEM IDENTIFICATION**

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

**B. PROJECT ACTIVITIES**

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

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.



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, 414,163 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 19,160 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, 688 people were killed and another 2,448 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, 86.0% 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 688 people killed in alcohol and other drug-related traffic crashes, 71.5% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,448 seriously injured, 62.2% were the substance-impaired drivers/pedestrians/bicyclists while 37.8% were other persons in the incidents.

According to the Missouri State Highway Patrol Crash Statistics, there were 60,581 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2012-2014. Of the 60,581 crashes investigated 1,513 resulted in disabling injury and 194 crashes resulted in a fatality. 2,041 were alcohol related crashes.

Of the 194 crashes that resulted in a fatality 24% were alcohol related crashes, 10% of the crashes resulting in serious injury show alcohol was a contributing factor.

According to the Missouri State Highway Patrol Crash Statistics, there were 779 motor vehicle crashes investigated by all law enforcement agencies in Unincorporated Jackson County from 2012-2014. of the 779 crashes investigated 50 resulted in serious injury and 10 crashes resulted in a fatality. Of the 779 crashes investigated 55 involved alcohol.

Of the crashes investigated in Unincorporated Jackson County that resulted in serious injury 4% had a contributing factor of alcohol and 30% of the fatal crashes had an alcohol impairment as a contributing factor

Jackson County and Unincorporated Jackson County consistently have problems with alcohol related crashes. The following shows comparative analysis of where Jackson County and Unincorporated Jackson County rank as compared to the other counties in Missouri for speed-involved crashes.

Alcohol Involved Crashes:  
 Jackson County - 2nd in the state  
 Unincorporated Jackson County - 36th in the state

Serious Injury - Alcohol Involved:  
 Jackson County - 1st in the state  
 Unincorporated Jackson County - 27th in the state

Fatal - Alcohol Involved:  
 Jackson County - 1st in the state  
 Unincorporated Jackson County - 12th in the state

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

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280  
(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 and/or sobriety checkpoints

1. Target Population - All drivers displaying aggressive or erratic driving habits associated with the impaired driver
2. Enforcement Locations - The DWI unit currently follows daily schedules of areas of concentration to target roadways Missouri STARS data indicates as alcohol related crash site corridors, roadways that our Road Patrol and DWI Unit have observed impaired drivers and other roadways in response to residential complaints. Primary locations are listed on question 41 on Supplemental Page.
3. Month, Date, and Time of Enforcement - the DWI unit follows a set schedule of Tuesday - Friday 1800-0400 for their patrol hours, including working on holidays that fall in that schedule.
4. Work with other Jackson County Agencies within the Jackson County Traffic Safety Task Force in problem areas in their jurisdiction, to assist in Checkpoints hosted by other agencies by providing personnel as their schedule allows.
5. To host checkpoints in our jurisdiction.
6. To participate in National and Quarterly Impaired Driving Enforcement Campaigns.

A handwritten signature in cursive script, appearing to read "Hill", is located in the bottom right corner of the page.

Project Description information is captured in the supplemental section.

To provide 50% funding for a full time DWI Unit that works 1800-0400 Tuesday - Friday that has the ability/authority to move about all of Jackson County with the objective to observe probable cause to initiate stops leading to the arrest of the impaired drivers. To assist District Patrol Deputies with the process and testing of the impaired driver after they observe a probable cause and initiate the vehicle stop.



<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 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
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
per Dep. Barnes	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
10 If YES, please explain.	
With the additional new deputies joining the SO they bring with them an eagerness to participate in traffic enforcement.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	
In April 2015 there was a discrepancy found in the 2014 grant year billing that involved overbilling/overpayment on JAG grant that is monitored by other personnel, in that billing was submitted on the JAG grant that applied to two MoDOT grants (MoDOT has received the documentation that verifies the charges/payment on the MoDOT grants to be true and accurate). I have not been able to secure verification that the overcharging discrepancy has been satisfied.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, 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).	
per Marc deRome from Finance.	

Please use the most current 12-months of data available for answering questions 16-21.

16	Total number of DWI violations written.	263
17	Total number of speeding violations written.	1445
18	Total number of HVM violations written.	843
19	Total number of child safety/booster seat violations written.	46
20	Total number of safety belt violations written.	65
21	Total number of sobriety checkpoints hosted.	5

Use the most current three years crash data for questions 22-32.

22	Total number of traffic crashes.	60,581
23	Total number of traffic crashes resulting in a fatality.	194
24	Total number of traffic crashes resulting in a serious injury.	1513
25	Total number of speed-related traffic crashes.	7878
26	Total number of speed-related traffic crashes resulting in a fatality.	76
27	Total number of speed-related traffic crashes resulting in a serious injury.	381
28	Total number of alcohol-related traffic crashes.	2041
29	Total number of alcohol-related traffic crashes resulting in a fatality.	47
30	Total number of alcohol-related traffic crashes resulting in a serious injury.	158
31	Total number of unbuckled fatalities.	88
32	Total number of unbuckled serious injuries.	300

Enter your agency's information below.

33	Total number of commissioned law enforcement officers.	97
34	Total number of commissioned patrol and traffic officers.	42
35	Total number of commissioned law enforcement officers available for overtime enforcement.	89
36	Total number of vehicles available for enforcement.	75
37	Total number of radars/lasers.	20
38	Total number of in-car video cameras.	49

39 Total number of PBI's. 15

40 Total number of Breath Instruments. 4

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

41 Identify primary enforcement locations.

On Tuesday, I-70 and US 40 between Grain Valley and I-435  
Wednesday, I-70, US 24, 23rd St, and ancillary roadways between State Line and MO-291  
Thursday and Friday, US-71, Main Street, Broadway, 39th St, and I-70 in the portions of Jackson Co. west of I-435

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

43 Enter the months in which enforcement will be conducted.

this is a full time unit - Jan thru Dec.

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

Tuesday, Wednesday, Thursday, Friday

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

1800-0400

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

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

n/a

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.

Periodic review of:

1. Location of enforcement
2. Time of enforcement
3. Number of contacts made
4. Number of arrests

Making sure the unit is seen throughout Jackson County by all drivers.

Evaluating the effectiveness of the locations and the time of enforcements .

Equitable Sharing Program \$133,684.60 01/01/2014-Open ended

HIDTA \$77,093.00 10/01/2015-9/30/2016

HIDTA (no amount given) 1/1/2015/12/31/2016

Unable to report funding amounts managed by Prosecutors office such as JAG that may provide funding assistance to the Sheriff's office or any other programs managed by another person/department that is not managed by Col. Kenney.

HMV - LETSAC Training - \$34,004.00 - 10/01/2015-09/30/2016

DWI Unit Salary - \$184,900.26 - 10/01/2015-09/30/2016

Wolf Pack/Saturation Patrol - \$25,000.00 - 10/01/2015-09/30/2016

DWI Sobriety Checkpoint - \$30,000.00 - 10/01/2015-09/30/2016

Seat Belt Enforcement/Education - \$15,000.00





Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Salary and Fringe	Salary for one Sgt and four Deputies. Including increases due to promotions \$214,312.00 Holiday overtime when scheduled to work on the four holidays.\$6,009.00 Pension 14.4% of salary and overtime wages (paid by county)\$31,968.14 Insurance (including allowance for increase in premiums) (amount paid by county)\$47,424.65 Uniform Allowance \$100 per month per Deputy\$6,000.00 FICA 0.0765 x salary+Holiday worked overtime\$16,983.08	1.00	\$316,696.87	\$316,696.87	\$158,348.43	\$158,348.44
	Overtime and Fringe	1 non law enforcement person to prepare and submit the monthly billing average 4 hours per month @ average overtime wage \$22.00 + FICA = \$23.68	48.00	\$23.68	\$1,136.64	\$0.00	\$1,136.64
					\$317,833.51	\$158,348.43	\$159,485.08
<b>Total Contract</b>					<b>\$317,833.51</b>	<b>\$158,348.43</b>	<b>\$159,485.08</b>

ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	2287_001.pdf	03/01/2016

*File*

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4889

Sponsor(s): Alfred Jordan

Date: September 12, 2016

<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 Unit Salary Grant. An ordinance to appropriate \$159,485.08 from the Undesignated Fund Balance and \$158,348.43 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 to the 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>\$317,833.51</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>\$317,833.51</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</td> <td>FROM ACCT</td> </tr> <tr> <td>Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>\$159,485.08</td> </tr> <tr> <td>Grant Matching Fund 004-4201-56798</td> <td>\$158,348.43</td> </tr> <tr> <td>TO: Grant Fund 010 DWI Unit Salary 4257</td> <td>TO ACCT</td> </tr> <tr> <td>Salary – 55010</td> <td>\$208,312.00</td> </tr> <tr> <td>Overtime (worked holidays only) – 55030</td> <td>\$ 6,009.00</td> </tr> <tr> <td>Overtime (administration billing) – 55030</td> <td>\$ 1,056.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$ 17,063.72</td> </tr> <tr> <td>Pension – 55050</td> <td>\$ 31,968.14</td> </tr> <tr> <td>Health Insurance – 55060</td> <td>\$ 47,424.65</td> </tr> <tr> <td>Uniform Allowance - 57190</td> <td>\$ 6,000.00</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): \$368,649.95  Prior Year Actual Amount Spent (if applicable): \$196,353.50 continues to be spent until September 30, 2016</p>	Amount authorized by this legislation this fiscal year:	\$317,833.51	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$317,833.51	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM	FROM ACCT	Grant Fund – 010; Undesignated Fund Balance – 2810	\$159,485.08	Grant Matching Fund 004-4201-56798	\$158,348.43	TO: Grant Fund 010 DWI Unit Salary 4257	TO ACCT	Salary – 55010	\$208,312.00	Overtime (worked holidays only) – 55030	\$ 6,009.00	Overtime (administration billing) – 55030	\$ 1,056.00	FICA – 55040	\$ 17,063.72	Pension – 55050	\$ 31,968.14	Health Insurance – 55060	\$ 47,424.65	Uniform Allowance - 57190	\$ 6,000.00
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Amount budgeted for this item * (including transfers):	\$																														
Source of funding (name of fund) and account code number; FROM	FROM ACCT																														
Grant Fund – 010; Undesignated Fund Balance – 2810	\$159,485.08																														
Grant Matching Fund 004-4201-56798	\$158,348.43																														
TO: Grant Fund 010 DWI Unit Salary 4257	TO ACCT																														
Salary – 55010	\$208,312.00																														
Overtime (worked holidays only) – 55030	\$ 6,009.00																														
Overtime (administration billing) – 55030	\$ 1,056.00																														
FICA – 55040	\$ 17,063.72																														
Pension – 55050	\$ 31,968.14																														
Health Insurance – 55060	\$ 47,424.65																														
Uniform Allowance - 57190	\$ 6,000.00																														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>4783 Oct. 12, 2015</u></p> <p>Prior resolutions and (date):</p>																														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816) 541-8017 x 72240</p>																														
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$159,485.08 from the Undesignated Fund Balance and \$158,348.43 from the Sheriff's Office Grant Matching Fund for the Jackson County Sheriff's DWI Unit Salary Project #17-154-AL-142 and to authorize the County Executive to execute an agreement with the Traffic And Highway Safety Division of the</p>																														

	<p>Missouri Department of Transportation. The grant is awarded in the amount of \$159,485.08 and requires \$158,348.43 in Matching Local Funds.</p> <p>The term of the grant is October 1, 2016 through September 30, 2017.</p> <p>In an effort to decrease the number of injuries and fatalities due to the Impaired Driver, MoDOT has made the commitment to continue funding the 5 member DWI Unit within the Jackson County Sheriff's Office at 50%.</p> <p>Please appropriate \$317,833.51 as follows:</p> <table border="0"> <tr> <td>Salary – 55010</td> <td>\$208,312.00</td> </tr> <tr> <td>Overtime (worked holidays only) – 55030</td> <td>\$ 6,009.00</td> </tr> <tr> <td>Overtime (administration billing) – 55030</td> <td>\$ 1,056.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$ 17,063.72</td> </tr> <tr> <td>Pension – 55050</td> <td>\$ 31,968.14</td> </tr> <tr> <td>Health Insurance – 55060</td> <td>\$ 47,424.65</td> </tr> <tr> <td>Uniform Allowance – 57190</td> <td>\$ 6,000.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$317,833.51</b></td> </tr> </table>		Salary – 55010	\$208,312.00	Overtime (worked holidays only) – 55030	\$ 6,009.00	Overtime (administration billing) – 55030	\$ 1,056.00	FICA – 55040	\$ 17,063.72	Pension – 55050	\$ 31,968.14	Health Insurance – 55060	\$ 47,424.65	Uniform Allowance – 57190	\$ 6,000.00	<b>Total</b>	<b>\$317,833.51</b>
Salary – 55010	\$208,312.00																	
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Health Insurance – 55060	\$ 47,424.65																	
Uniform Allowance – 57190	\$ 6,000.00																	
<b>Total</b>	<b>\$317,833.51</b>																	
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	Three (3) original DWI Unit Salary contracts Project #17-154-AL-142 and one (1) copy of accompanying announcement letter																	
REVIEW	Department Director:	Date:																
	Finance (Budget Approval): <i>[Signature]</i>	Date: <i>9/6/16</i>																
	<i>If applicable</i> Division Manager: <i>[Signature]</i>	Date: <i>9/7/16</i>																
	County Counselor's Office:	Date: <i>[Signature]</i>																

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	\$159,485.08
004-4201-56798	Grant Matching Fund	\$158,348.43

- 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 6, 2016

ORD # 4889

Department / Division	Character/Description	From	To
<b>Road &amp; Bridge Fund - 004</b>			
4201 - Sheriff	56798 - Grant Match	158,349	
9100 - Operating Transfers	56105 - Operating Transfers Out		158,349
<b>Grant Fund - 010</b>			
4257 - DWI Traffic Unit	47070 - Operating Transfers In	158,349	
4257 - DWI Traffic Unit	45868 - Increase Revenues	159,485	
2810	Undesignated Fund Balance		317,834
2810	Undesignated Fund Balance	317,834	
4257 - DWI Traffic Unit	55010 - Salary		208,312
4257 - DWI Traffic Unit	55030 - Overtime		7,065
4257 - DWI Traffic Unit	55040 - FICA		17,064
4257 - DWI Traffic Unit	55050 - Pension		31,968
4257 - DWI Traffic Unit	55060 - Health Insurance		47,425
4257 - DWI Traffic Unit	57190 - Uniform Allowance		6,000

 9/6/16  
Budgeting



Traffic and Highway Safety

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, 2016

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 Unit Salary project.

The project obligates \$159,485.08 in federal funds for the period October 01, 2016 through September 30, 2017. All expenditures should be claimed against project #17-154-AL-142.

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 Marcus Holmes, Intermediate 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 \$20,000.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of the Sheriff's Office's DWI Enforcement Wolf Pack/Saturation Patrol 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 Traffic and Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 4890**, September 12, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI Enforcement Wolf Pack/Saturation Patrol grant in the amount of \$20,000.00, for the grant period of October 1, 2016, through September 30, 2017; and,

WHEREAS, these grant funds are used for the reimbursement of overtime for DWI enforcements to operate saturation patrols throughout Jackson County and to participate in multijurisdictional projects with other agencies within the County Traffic Safety Task Force; 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 2016 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Wolf Pack Saturation			
010-4242	45865 - Increase Revenues	\$20,000	
010-2810	Undesignated Fund Balance		\$20,000
010-2810	Undesignated Fund Balance	\$20,000	
010-4242	55030 - Overtime		\$18,580
010-4242	55040 - FICA		\$ 1,420

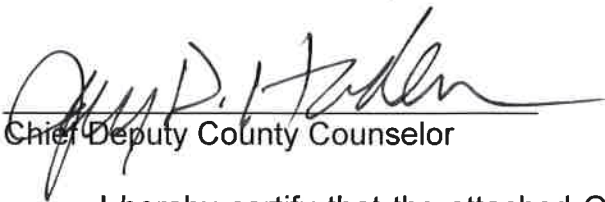
and,

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. 4890 introduced on September 12, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4890.

\_\_\_\_\_  
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: \$20,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

**CONTRACT**

Form HS-1

Version: 1

06/20/2016

**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:** Wolf Pack-Saturation Patrol  
**Project Number:** 17-M5HVE-03-011  
**Project Category:** 405d Mid HVE  
**Program Area:** Impaired Driving

**Name of Grantee**  
Jackson County Sheriff's Office

**Funding Source:** 405d / 20.616

**Grantee County**  
Jackson

**Type of Project:** Initial

**Started:** 10/01/2016

**Grantee Address**  
4001 NE Lakewood Court

**Federal Funds Benefiting**

**State:**

**Local:** \_\_\_\_\_ \$20,000.00

**Total:** \$20,000.00

Lee's Summit, MO 64064-1703

**Source of Funds**

**Federal:** \$20,000.00

**State:**

**Local:** \_\_\_\_\_ \$0.00

**Total:** \$20,000.00

**Telephone**  
816-524-4302

**Fax**  
816-795-1969

**Contract Period**  
**Effective:** 10/01/2016  
**Through:** 09/30/2017

**Prepared By**  
Holmes, Marcus

\_\_\_\_\_  
**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 \$20,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](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 Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the 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.

**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](http://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](http://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](http://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:**

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

- A.** A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- B.** Evaluation will be a 2-step process to include:
1. Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the Subrecipient and approved by the MHTC prior to use.
  2. Instructor evaluation of the students' comprehension and understanding of the material presented .
- C.** The Subrecipient must provide a sign-up sheet for every class (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
1. Title of the class
  2. Date(s) and location of class
  3. Name of attendees
  4. Signature of attendees
  5. Business address, telephone number and/or email address of each attendee
- D.** Every effort should be made to enroll a minimum of fifteen (15) students per class.
- E.** Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

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

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

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

#### **B. PROJECT ACTIVITIES**

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

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

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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, 414,163 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 19,160 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, 688 people were killed and another 2,448 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, 86.0% 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 688 people killed in alcohol and other drug-related traffic crashes, 71.5% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,448 seriously injured, 62.2% were the substance-impaired drivers/pedestrians/bicyclists while 37.8% were other persons in the incidents.

According to the Missouri State Highway Patrol Crash Statistics, there were 60,581 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2012-2014. Of the 60,581 crashes investigated 1,513 resulted in disabling injury and 194 crashes resulted in a fatality. 2,041 were alcohol related crashes. Of the 194 crashes that resulted in a fatality 24% were alcohol related crashes, 10% of the crashes resulting in serious injury show alcohol was a contributing factor.

According to the Missouri State Highway Patrol Crash Statistics, there were 779 motor vehicle crashes investigated by all law enforcement agencies in Unincorporated Jackson County from 2012-2014. of the 779 crashes investigated 50 resulted in serious injury and 10 crashes resulted in a fatality. Of the 779 crashes investigated 55 involved alcohol. Of the crashes investigated in Unincorporated Jackson County that resulted in serious injury 4% had a contributing factor of alcohol and 30% of the fatal crashes had an alcohol impairment as a contributing factor.

Jackson County and Unincorporated Jackson County consistently have problems with alcohol related crashes. The following shows comparative analysis of where Jackson County and Unincorporated Jackson County rank as compared to the other counties in Missouri for speed-involved crashes.

#### Alcohol Involved Crashes:

Jackson County - 2nd in the state

Unincorporated Jackson County - 36th in the state

#### Serious Injury - Alcohol Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 27th in the state

#### Fatal - Alcohol Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 12th in the state

Top crash locations according to the 2015 Crash Mapping Data from the STARS Reporting System investigated by all law enforcement agencies throughout Jackson County are: I 70, MO 291, US 40 Hwy as well as various Kansas City, Independence and Lee's Summit city streets.

The top crash locations according to the 2015 Crash Data available online at STARS Reporting for the Crashes investigated by the Jackson County Sheriff's Office were I 470, Colbern Rd. Buckner-Tarsney Rd. and NE area of US 24/Mo 291.

In regard to the alcohol related crashes investigated the high crash day of the week and time of day are: Saturday midnight to 0430 and 2000 to midnight, and Sunday midnight to 0400 and 1900 to 2200.

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

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater – 280  
(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 and/or sobriety checkpoints.

Objectives:

1. Target Population - Impaired drivers
2. Enforcement Locations - Target roadways Missouri STARS data indicates as alcohol related crash site corridors , roadways that our Road Patrol and DWI Unit have observed impaired drivers and other roadways throughout Jackson County at the request of agencies in the Jackson County Traffic Safety Task Force where they have indicated as crash zones . Primary locations are listed on question 41 on Supplemental Page.
3. Month, Date, and Time of Enforcement - will be based on the STARS data as listed on the Supplemental Page . with the option for special events within Jackson County where alcohol is served, such as concerts, rallies, holiday events.
4. Monitor Deputy activity - to encourage the Deputy to make above the required stops per hour.
5. Work with other Jackson County Agencies within the Jackson County Traffic Safety Task Force in problem areas in their jurisdiction. to assist in Checkpoints and Wolf Pack/Saturation Patrols hosted by other agencies by providing equipment and personnel.

Project Description information is captured in the supplemental section.

To incorporate the benefits of the Wolf Pack/Saturation Patrols assigning Patrol Deputies / Sgt. to work the overtime hours at the same time as the DWI Unit is scheduled to work puts additional enforcement in the area to provide a more visible deterrent to the impaired driver.

To provide added enforcement to the agencies in the Jackson County Traffic Safety Task Force . By providing additional perimeter support for their checkpoints and add Saturation Patrols within their jurisdiction.





Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 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
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
Per Sgt. Barnes	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
10 If YES, please explain.	
There have been eight new Deputies added in the past 11 months who bring with them an eagerness to participate in our overtime grants. Since last summer the DWI Unit Deputies / Sgt. have offered to do the workup (testing and paperwork) on the suspected DWI's observed by Deputies/Officers, that are not as comfortable with the DWI arrest process.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	
In April 2015 there was a discrepancy found in the 2014 grant year billing that involved overbilling / overpayment on JAG grant that is monitored by other personnel, in that billing was submitted on the JAG grant that applied to two MoDOT grants (MoDOT has received the documentation that verifies the charges/payment on the MoDOT grants to be true and accurate). I have not been able to secure verification that the overcharging discrepancy has been satisfied.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, 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).	

per Marc DeRome, Finance Dept.

Please use the most current 12-months of data available for answering questions 16-21.

16 Total number of DWI violations written.	263
17 Total number of speeding violations written.	1445
18 Total number of HVM violations written.	843
19 Total number of child safety/booster seat violations written.	46
20 Total number of safety belt violations written.	65
21 Total number of sobriety checkpoints hosted.	5

Use the most current three years crash data for questions 22-32.

22 Total number of traffic crashes.	60,581
23 Total number of traffic crashes resulting in a fatality.	194
24 Total number of traffic crashes resulting in a serious injury.	1513
25 Total number of speed-related traffic crashes.	7878
26 Total number of speed-related traffic crashes resulting in a fatality.	76
27 Total number of speed-related traffic crashes resulting in a serious injury.	381
28 Total number of alcohol-related traffic crashes.	2041
29 Total number of alcohol-related traffic crashes resulting in a fatality.	47
30 Total number of alcohol-related traffic crashes resulting in a serious injury.	158
31 Total number of unbuckled fatalities.	88
32 Total number of unbuckled serious injuries.	300

Enter your agency's information below.

33 Total number of commissioned law enforcement officers.	97
34 Total number of commissioned patrol and traffic officers.	42
35 Total number of commissioned law enforcement officers available for overtime enforcement.	89
36 Total number of vehicles available for enforcement.	75
37 Total number of radars/lasers.	20



38	Total number of in-car video cameras.	49
39	Total number of PBT's.	15
40	Total number of Breath Instruments.	4

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

41 Identify primary enforcement locations.

US 24 Hwy, I70, 470 and the other high volume traffic Roadways that are not conducive to Sobriety Checkpoints would be better served with Wolf Packs and Saturations Patrols.  
Mo 291, Blue Ridge, Noland Rd. Kansas City streets in the Power and Light District and the Westport area.

42 Enter the number of enforcement periods your agency will conduct each month. 5

43 Enter the months in which enforcement will be conducted.

May, April, June, March, August, October are the focus months but unlike the Sobriety Checkpoints, weather is not as large of a deterrent for the Wolf Packs. The additional enforcement can be utilized throughout the year.

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

Saturday, Sunday, Thursday, Friday, Monday is the order of frequency per day of the week for alcohol related crashes. Subject to additional days as data and area events dictate.

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

Generally the 1700 -1900 time has been the start of the noticeable upsurge in crashes relating to impaired drivers then remains at an elevated level until 0400.

46 Enter the number of officers assigned during the enforcement period. 2

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

n/a

**PROJECT EVALUATION**

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

1. Law enforcement compliance with state UCR, Racial Profiling, and 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

Ord. 4890

Equitable Sharing Program \$133,684.60 01/01/2014-Open ended

HIDTA \$77,093.00 10/01/2015-9/30/2016

HIDTA (no amount given) 1/1/2015/12/31/2016

Unable to report funding amounts managed by Prosecutors office such as JAG that may provide funding assistance to the Sheriff's office or any other programs managed by another person/department that is not managed by Col. Kenney.

HMV - LETSAC Training - \$34,004.00 - 10/01/2015-09/30/2016

DWI Unit Salary - \$184,900.26 - 10/01/2015-09/30/2016

Wolf Pack/Saturation Patrol - \$25,000.00 - 10/01/2015-09/30/2016

DWI Sobriety Checkpoint - \$30,000.00 - 10/01/2015-09/30/2016

Seat Belt Enforcement/Education - \$15,000.00

BUDGET

Ord. 4890

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	2 officers working 5 enforcements a month for 6 hours = 720 hours law enforcement deputies average overtime Wage \$35.00 + FICA = \$37.67 / 451.2875 @ 37.670=17,000.00	1.00	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00
	Overtime and Fringe	3 Non law enforcement personnel working average 6 hours for 8 enforcement periods (as Data collection, billing process, equipment management) 144 hours @ Average non law enforcement overtime wage \$26.00 + FICA = \$27.98 / 107.2195 @ 27.980=3000.00	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$20,000.00	\$0.00	\$20,000.00
<b>Total Contract</b>					<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

*blc*

ATTACHMENTS

Ord. 4890

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	2287_001.pdf	02/22/2016

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*Handwritten signature*

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4890

Sponsor(s): Alfred Jordan

Date: September 12, 2016

<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 Wolf Pack/Saturation Patrol Enforcement. An ordinance to appropriate \$20,000.00 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 to the Sheriff's Office.</p>												
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="313 625 1190 1087"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$20,000.00</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>\$20,000.00</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 \$20,000.00</td> </tr> <tr> <td>TO: Grant Fund 010 DWI Wolf Pack/Saturation Patrol 4242 Overtime – 55030 FICA – 55040</td> <td>TO ACCT \$18,580.00 1,420.00</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): \$25,000.00  Prior Year Actual Amount Spent (if applicable): \$9,456.03 continues to be spent until September 30, 2016</p>	Amount authorized by this legislation this fiscal year:	\$20,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$20,000.00	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 \$20,000.00	TO: Grant Fund 010 DWI Wolf Pack/Saturation Patrol 4242 Overtime – 55030 FICA – 55040	TO ACCT \$18,580.00 1,420.00
Amount authorized by this legislation this fiscal year:	\$20,000.00												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$20,000.00												
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 \$20,000.00												
TO: Grant Fund 010 DWI Wolf Pack/Saturation Patrol 4242 Overtime – 55030 FICA – 55040	TO ACCT \$18,580.00 1,420.00												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>4788 Oct. 12, 2015</u></p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816) 541-8017 x 72240</p>												
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$20,000.00 from the Undesignated Fund Balance for the Jackson County Sheriff's DWI Wolf Pack/Saturation Patrol Enforcement Project #17-M5HVE- 03 - 011 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 \$20,000.00 and requires no Matching Local Funds.</p> <p>The term of the grant is October 1, 2016 through September 30, 2017.</p>												



	<p>In an effort to decrease the number of injuries and fatalities due to the Impaired Driver, MoDOT has offered these funds to support overtime enforcement providing a highly visible law enforcement presence on our roadways..</p> <p>Please appropriate \$20,000.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td> <td>\$18,580.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$ 1,420.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$20,000.00</b></td> </tr> </table>		Overtime – 55030	\$18,580.00	FICA – 55040	\$ 1,420.00	<b>Total</b>	<b>\$20,000.00</b>
Overtime – 55030	\$18,580.00							
FICA – 55040	\$ 1,420.00							
<b>Total</b>	<b>\$20,000.00</b>							
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	Three (3) original DWI Wolf Pack/Saturation Patrol Enforcement contracts Project #17-M5HVE- 03 - 011 and one (1) copy of accompanying announcement letter							
REVIEW	Department Director:	Date:						
	Finance (Budget Approval): <i>[Signature]</i>	Date: 9/16/16						
	<i>If applicable</i> Division Manager: <i>[Signature]</i>	Date: <i>[Signature]</i>						
	County Counselor's Office: <i>[Signature]</i>	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	\$20,000.00

- 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 6, 2016

ORD # 4890

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
4242 - Wolf Pack Saturation Patrol	45865 - Increase Revenues	20,000	
2810	Undesignated Fund Balance		20,000
2810	Undesignated Fund Balance	20,000	
4242 - Wolf Pack Saturation Patrol	55030 - Overtime		18,580
4242 - Wolf Pack Saturation Patrol	55040 - FICA		1,420

 9/6/16  
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, 2016

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 Wolf Pack-Saturation Patrol project.

The project obligates \$20,000.00 in federal funds for the period October 01, 2016 through September 30, 2017. All expenditures should be claimed against project #17-M5HVE-03-011.

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 Marcus Holmes, Intermediate 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 \$25,000.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of the Sheriff's Office's Sobriety Checkpoint/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. 4891**, September 12, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a Sobriety Checkpoint/Saturation Patrol Enforcement grant in the amount of \$25,000.00, for the period October 1, 2016, through September 30, 2017; 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 2016 Grant Fund be and hereby is made:

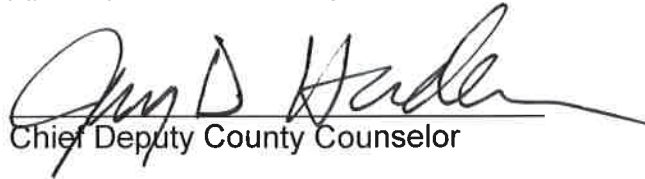
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund DWI Sobriety Checkpoint			
010-4244	45864 - Increase Revenues	\$25,000	
010-2810	Undesignated Fund Balance		\$25,000
010-2810	Undesignated Fund Balance	\$25,000	
010-4244	55030 – Overtime Salaries		\$23,223
010-4244	55040 – FICA		\$ 1,777

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. 4891 introduced on September 12, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4891.

\_\_\_\_\_  
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: \$25,000.00

  
Date September 7, 2016  
  
Chief Financial Officer

**CONTRACT**

Form HS-1

Version: 1

06/20/2016

**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:** Sobriety Checkpoint  
**Project Number:** 17-M5HVE-03-010  
**Project Category:** 405d Mid HVE  
**Program Area:** Impaired Driving

**Name of Grantee**  
Jackson County Sheriff's Office

**Funding Source:** 405d / 20.616

**Grantee County**  
Jackson

**Type of Project:** Initial

**Started:** 10/01/2016

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

**Federal Funds Benefiting**  
**State:**  
**Local:** \_\_\_\_\_ \$25,000.00  
**Total:** \$25,000.00

**Source of Funds**  
**Federal:** \$25,000.00  
**State:**  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \$25,000.00

**Telephone**  
816-524-4302

**Fax**  
816-795-1969

**Contract Period**  
**Effective:** 10/01/2016  
**Through:** 09/30/2017

**Prepared By**  
Holmes, Marcus

\_\_\_\_\_  
**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 \$25,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**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.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](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 Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the 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.

**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;

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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](http://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](http://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](http://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:**

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

**A.** A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training.

The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

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

1. Student Evaluation of the training

a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

b. The evaluation form must be developed by the Subrecipient and approved by the MHTC prior to use.

2. Instructor evaluation of the students' comprehension and understanding of the material presented .

**C.** The Subrecipient must provide a sign-up sheet for every class (a typed list of everyone who registered is not acceptable).

The sign-up sheet must capture the following information:

1. Title of the class

2. Date(s) and location of class

3. Name of attendees

4. Signature of attendees

5. Business address, telephone number and/or email address of each attendee

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

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

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

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

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

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

3. High visibility enforcement is a key strategy to reducing traffic crashes ; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.

4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.

5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with , or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts.

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at :

[www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed .

7. The 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**

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

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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, 414,163 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 19,160 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, 688 people were killed and another 2,448 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, 86.0% 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 688 people killed in alcohol and other drug-related traffic crashes, 71.5% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,448 seriously injured, 62.2% were the substance-impaired drivers/pedestrians/bicyclists while 37.8% were other persons in the incidents. |

According to the Missouri State Highway Patrol Crash Statistics, there were 60,581 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2012-2014. Of the 60,581 crashes investigated 1,513 resulted in disabling injury and 194 crashes resulted in a fatality. 2,041 were alcohol related crashes. Of the 194 crashes that resulted in a fatality 24% were alcohol related crashes, 10% of the crashes resulting in serious injury show alcohol was a contributing factor.

According to the Missouri State Highway Patrol Crash Statistics, there were 779 motor vehicle crashes investigated by all law enforcement agencies in Unincorporated Jackson County from 2012-2014. of the 779 crashes investigated 50 resulted in serious injury and 10 crashes resulted in a fatality. Of the 779 crashes investigated 55 involved alcohol.

Of the crashes investigated in Unincorporated Jackson County that resulted in serious injury 4% had a contributing factor of alcohol and 30% of the fatal crashes had an alcohol impairment as a contributing factor.

Jackson County and Unincorporated Jackson County consistently have problems with alcohol related crashes. The following shows comparative analysis of where Jackson County and Unincorporated Jackson County rank as compared to the other counties in Missouri for speed-involved crashes.

### Alcohol Involved Crashes:

Jackson County - 2nd in the state

Unincorporated Jackson County - 36th in the state

### Serious Injury - Alcohol Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 27th in the state

### Fatal - Alcohol Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 12th in the state

Top crash locations according to the 2015 Crash Mapping Data from the STARS Reporting System investigated by all law enforcement agencies throughout Jackson County are: I 70, MO 291, US 40 Hwy as well as various Kansas City, Independence and Lee's Summit city streets.

The top crash locations according to the 2015 Crash Data available online at STARS Reporting for the Crashes investigated by the Jackson County Sheriff's Office were I-470, Colbern Rd. Buckner-Tarsney Rd. and NE area of US 24/Mo 291.

In regard to the alcohol related crashes investigated the high crash day of the week and time of day are: Saturday midnight to 0430 and 2000 to midnight, and Sunday midnight to 0400 and 1900 to 2200.

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

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280  
(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 and/or sobriety checkpoints

Objectives:

1. Target Population - Impaired drivers
2. Enforcement Locations - Target roadways Missouri STARS data indicates as alcohol related crash site corridors , roadways that our Road Patrol and DWI Unit have observed impaired drivers and other roadways in response to residential complaints. Primary locations are listed on question 41 on Supplemental Page.
3. Month, Date, and Time of Enforcement - will be based on the STARS data as listed on the Supplemental Page with the option for special events within Jackson County where alcohol is served, such as concerts, rallies, holiday events.
4. Monitor Deputy activity - to encourage the Deputy to make above the required stops per hour.
5. Work with other Jackson County Agencies within the Jackson County Traffic Safety Task Force in problem areas in their jurisdiction. to assist in Checkpoints hosted by other agencies by providing equipment and personnel.

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Project Description information is captured in the supplemental section.

A handwritten signature in black ink, appearing to be 'M. J. ...', located in the bottom right corner of the page.

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 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
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
per Sgt.. Barnes, DWI Unit Supervisor	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
10 If YES, please explain.	
There has been an addition of eight new Deputies in the past 11 months that bring with them an eagerness to participate in our overtime grants.	
Since last summer the DWI Unit Deputies / Sgt. have offered to do the workup (testing and paperwork) on suspected DWI's observed by Deputies/Officers that are not as comfortable with the DWI arrest process.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	
In April 2015 there was a discrepancy found in the 2014 grant year billing that involved over-billing / overpayment on JAG grant that is monitored by other personnel.	
That billing was submitted on the JAG grant that applied to two MoDOT grants (MoDOT has received the documentation that verifies the charges/payment on the MoDOT grants to be true and accurate). I have not been able to secure verification that the overcharging discrepancy has been satisfied.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, 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).

per Marc deRome Finance Dept.

Please use the most current 12-months of data available for answering questions 16-21.

16 Total number of DWI violations written.	263
17 Total number of speeding violations written.	1445
18 Total number of HVM violations written.	843
19 Total number of child safety/booster seat violations written.	46
20 Total number of safety belt violations written.	65
21 Total number of sobriety checkpoints hosted.	5

Use the most current three years crash data for questions 22-32.

22 Total number of traffic crashes.	60,581
23 Total number of traffic crashes resulting in a fatality.	194
24 Total number of traffic crashes resulting in a serious injury.	1513
25 Total number of speed-related traffic crashes.	7878
26 Total number of speed-related traffic crashes resulting in a fatality.	76
27 Total number of speed-related traffic crashes resulting in a serious injury.	381
28 Total number of alcohol-related traffic crashes.	2041
29 Total number of alcohol-related traffic crashes resulting in a fatality.	47
30 Total number of alcohol-related traffic crashes resulting in a serious injury.	158
31 Total number of unbuckled fatalities.	88
32 Total number of unbuckled serious injuries.	300

Enter your agency's information below.

33 Total number of commissioned law enforcement officers.	97
34 Total number of commissioned patrol and traffic officers.	42
35 Total number of commissioned law enforcement officers available for overtime enforcement.	89

36	Total number of vehicles available for enforcement.	75
37	Total number of radars/lasers.	20
38	Total number of in-car video cameras.	49
39	Total number of PBT's	15
40	Total number of Breath Instruments.	4

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

41 Identify primary enforcement locations.

US 24 HWY, I 70, I 470 have high percent of accidents, but with the high volume of traffic, the Checkpoints will need to be done on feeder streets.

MO 291 and Blue Ridge Blvd. and various city streets in Kansas City, Grandview.

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

43 Enter the months in which enforcement will be conducted.

According to the STARS data for 2015: May, April, June, March, Aug, Oct. are the months to focus on but scheduling of Sobriety ckpts during July, Sept, Nov. Dec during holiday enforcements and special events would be included.

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

Saturday, Sunday, Thursday, Friday, Monday According to the 2015 STARS data on crashes involving alcohol or drug Impairment.

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

Saturday: midnight - 0430 and 2000 - midnight

Sunday: midnight - 0400 and 1900 - 2200

Thursday: 1700 - 2300

Friday: 1900 - midnight

Monday: 1700 - 2100

46 Enter the number of officers assigned during the enforcement period. 8

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

n/a



## PROJECT EVALUATION

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

1. Law enforcement compliance with state UCR, Racial Profiling, and 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

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Equitable Sharing Program \$133,684.60 01/01/2014-Open ended

HIDTA \$77,093.00 10/01/2015-9/30/2016

HIDTA (no amount given) 1/1/2015/12/31/2016

Unable to report funding amounts managed by Prosecutors office such as JAG that may provide funding assistance to the Sheriff's office or any other programs managed by another person/department that is not managed by Col. Kenney.

HMV - LETSAC Training - \$34,004.00 - 10/01/2015-09/30/2016

DWI Unit Salary - \$184,900.26 - 10/01/2015-09/30/2016

Wolf Pack/Saturation Patrol - \$25,000.00 - 10/01/2015-09/30/2016

DWI Sobriety Checkpoint - \$30,000.00 - 10/01/2015-09/30/2016

Seat Belt Enforcement/Education - \$15,000.00

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Law enforcement - 1 ckpt enforcement x 10 months x 8 hrs OT x 8 Deputies = 640 law enforcement hours with Deputy average overtime salary \$35.00 + FICA = \$37.67 / 384.9218 @ 37.670 = 14500.00	1.00	\$14,500.00	\$14,500.00	\$0.00	\$14,500.00
	Overtime and Fringe	2 enforcements per 10 months x 3 civilian (non law enforcement personnel) x 8 hours = 480 hours. average non law enforcement personnel Overtime wage \$26.00 + FICA = \$27.98 / 375.268@27.980=10500.00	1.00	\$10,500.00	\$10,500.00	\$0.00	\$10,500.00
					\$25,000.00	\$0.00	\$25,000.00
<b>Total Contract</b>					\$25,000.00	\$0.00	\$25,000.00

**ATTACHMENTS**

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Document Type  
WORD

Description  
County Authorization Form

Original File Name  
2287\_001.pdf

Date Added  
02/22/2016

*Self*

**REQUEST FOR LEGISLATIVE ACTION**

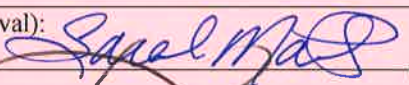
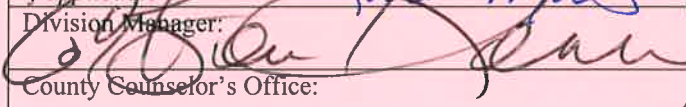
Completed by County Counselor's Office:

~~Res~~ Ord No.: 4891

Sponsor(s): Alfred Jordan

Date: September 12, 2016

<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 Sobriety Checkpoint Enforcement. An ordinance to appropriate \$25,000.00 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 to the Sheriff's Office.</p>												
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="313 619 1193 1087"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$25,000.00</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>\$25,000.00</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 \$25,000.00</td> </tr> <tr> <td>TO: Grant Fund 010 Sobriety Ckpt Enforcement 4244 Overtime – 55030 FICA – 55040</td> <td>TO ACCT \$ 23,223.45 \$ 1,776.55</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): as of April 1 \$8,268.82 - continues to be spent until September 30, 2016</p>	Amount authorized by this legislation this fiscal year:	\$25,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$25,000.00	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 \$25,000.00	TO: Grant Fund 010 Sobriety Ckpt Enforcement 4244 Overtime – 55030 FICA – 55040	TO ACCT \$ 23,223.45 \$ 1,776.55
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Total amount authorized after this legislative action:	\$25,000.00												
Amount budgeted for this item * (including transfers):	\$												
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TO: Grant Fund 010 Sobriety Ckpt Enforcement 4244 Overtime – 55030 FICA – 55040	TO ACCT \$ 23,223.45 \$ 1,776.55												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>4785 Oct. 12, 2015</u></p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816) 541-8017 x 72240</p>												
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$25,000.00 from the Undesignated Fund Balance for the Jackson County Sheriff's Sobriety Checkpoint Enforcement Project #17-M5HVE-03-010 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 \$25,000.00 and requires no Matching Local Funds.</p> <p>The term of the grant is October 1, 2016 through September 30, 2017.</p>												

	<p>In an effort to decrease the number of injuries and fatalities due to the Impaired Driver, through the hosting and participating in Sobriety Checkpoint Enforcements these overtime funds were requested</p> <p>Please appropriate \$25,000.00 as follows:</p> <p>Overtime – 55030                      \$ 23,223.45</p> <p>FICA – 55040                              <u>1,776.55</u></p> <p>Total    \$25,000.00</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	Three (3) original Sobriety Checkpoint grant contracts Project #17-M5HVE-03-010 and one (1) copy of accompanying announcement letter	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: 9/16/16
	Division Manager: 	Date: 9/16/16
	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	\$25,000.00

- 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 6, 2016

ORD # 4891

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
4244 - Sobriety Checkpoint	45864 - Increase Revenues	25,000	
2810	Undesignated Fund Balance		25,000
2810	Undesignated Fund Balance	25,000	
4244 - Sobriety Checkpoint	55030 - Overtime		23,223
4244 - Sobriety Checkpoint	55040 - FICA		1,777

*Sue M. [Signature]* 9/6/16  
Budgeting



Traffic and Highway Safety

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, 2016

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 Sobriety Checkpoint project.

The project obligates \$25,000.00 in federal funds for the period October 01, 2016 through September 30, 2017. All expenditures should be claimed against project #17-M5HVE-03-010.

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 Marcus Holmes, Intermediate 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**

**A RESOLUTION** awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of employee group health insurance as an employee benefit for use countywide to Blue Cross and Blue Shield of Kansas City, MO, under the terms and conditions of Request For Proposals No. 48-16.

**RESOLUTION NO. 19253**, September 12, 2016

**INTRODUCED BY** Scott Burnett, Crystal Williams, and Theresa Galvin, County Legislators

WHEREAS, the Director of Finance and Purchasing has solicited written proposals for group health insurance for County employees; and,

WHEREAS, a total of five notifications were distributed and two responses were received from the following:

**RESPONDENTS**

Blue Cross and Blue Shield,  
Kansas City (Jackson County), MO

AETNA  
Kansas City (Jackson County), MO

and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of health insurance as an employee benefit for use countywide to Blue Cross and Blue Shield of Kansas City, MO, under the terms and conditions of Request For Proposal No. 48-16 as the lowest and best bid; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds subject to annual appropriation; and,

WHEREAS, the recommended plan total premium monthly rates are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
Blue Cross/Blue Shield Blue Care HMO Option	\$603.03	\$1,373.87	\$1,693.01
Blue Cross/Blue Shield Preferred-Care PPO Option	\$590.99	\$1,350.46	\$1,657.27
Blue Cross/Blue Shield BlueSaver PPO (HSA)	\$557.89	\$1,285.96	\$1,560.24

and,

WHEREAS, the recommended employee shares of the monthly premiums are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
Blue Cross/Blue Shield Blue Care HMO Option	\$114.69	\$320.23	\$488.52
Blue Cross/Blue Shield Preferred-Care PPO Option	\$101.48	\$302.06	\$462.19
Blue Cross/Blue Shield BlueSaver PPO (HSA)	\$70.14	\$240.19	\$376.35

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director

be and hereby is authorized to execute any and all documents necessary to the accomplishment of the award; 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 contract, to the extent sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

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. 19253 of September 12, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

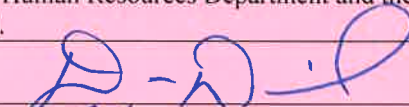
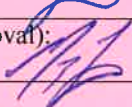
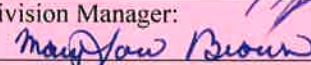
Completed by County Counselor's Office:

Res/Ord No.: 19253

Sponsor(s): Burnett, Williams and Galvin

Date: September 12, 2016

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Employee Group Medical Insurance as an employee benefit Countywide to Blue Cross Blue Shield of Kansas City, MO under the terms and conditions of Request for Proposal No. 48-16.</u></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> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></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></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</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:	
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:											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):  Prior resolutions and (date): 18644, October 27, 2014; 18955, October 5, 2015</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Jessica Johnson, Senior Buyer, 881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>Jackson County, Missouri requires Employee Group Medical Insurance as a countywide employee benefit. The Purchasing Department issued Request for Proposal 48-16 in response to those requirements.</p> <p>A total of five (5) notifications were distributed and two (2) responses were received and evaluated from the following:</p> <table border="0"> <thead> <tr> <th>RESPONDENT</th> <th>ANNUAL PREMIUM</th> </tr> </thead> <tbody> <tr> <td>Aetna; Overland Park, KS</td> <td>\$16,345,805.00</td> </tr> <tr> <td>Blue Cross and Blue Shield of Kansas City; Kansas City, MO</td> <td>\$15,132,164.00</td> </tr> </tbody> </table> <p>Evaluations were based on the Respondents' proposals submitted, oral presentations and pricing.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve month term and supply contract with two twelve month options to extend for Employee Group Medical Insurance as an employee benefit Countywide to Blue Cross and Blue Shield of Kansas City of Kansas City, MO as the best proposal received.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> <p>Added enhancements include: Three year Administrative Fee Price Guarantee and Three year Network Access Fee Price Guarantee</p>	RESPONDENT	ANNUAL PREMIUM	Aetna; Overland Park, KS	\$16,345,805.00	Blue Cross and Blue Shield of Kansas City; Kansas City, MO	\$15,132,164.00				
RESPONDENT	ANNUAL PREMIUM										
Aetna; Overland Park, KS	\$16,345,805.00										
Blue Cross and Blue Shield of Kansas City; Kansas City, MO	\$15,132,164.00										

	<p>Total Premium Costs for 2017 is as follows:</p> <p><b>Blue Care HMO</b></p> <p>Employee           \$603.03  Employee + 1       \$1,373.87  Family               \$1,693.01</p> <p><b>PPO</b></p> <p>Employee           \$590.99  Employee + 1       \$1,350.46  Family               \$1,657.27</p> <p><b>HDHP with HAS</b></p> <p>Employee           \$557.89  Employee + 1       \$1,285.96  Family               \$1,560.24</p>	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Abstract of Bids Received, Proposal Recaps, Award Recommendations Memorandum from Mr. Dennis Dumovich, Director of Human Resources Department and the pertinent pages of Blue Cross and Blue Shield of Kansas City's proposal.	
REVIEW	Department Director: 	Date: 8/31/16
	Finance (Budget Approval): <i>If applicable</i> 	Date: 8/31/16
	Division Manager: 	Date: 9/7/16
	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.

ABSTRACT OF BIDS

RFQ: 48-16  
 DATE: 07/26/16  
 COMMODITY: Group Medical Coverage

19253

NO	DESCRIPTION	UNIT	QTY	Aetna Life Insurance Co.	BlueCross BlueShield of Kansas City	AMOUNT	AMOUNT	AMOUNT
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See Bid See bid See bid

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON: July 26, 2016 BY

CLERK OF THE LEGISLATURE

*[Signature]*  
 PURCHASING

JUL 26 10 34 AM 2016



## Commodity: GROUP MEDICAL COVERAGE

## Vendor: Aetna Insurance Company

Bid Recap			
REQUIRED SUBMITTALS	Yes/No	REQUIRED SUBMITTALS	Yes/No
Proposal Copies (4)	YES	Q28 - list of riders	YES
Cover Letter	YES	Q29 - std coordination of benefits	YES
Affidavit	YES	Q30 - Max Rate adjustments	YES
Comp Review Form or Cert	YES	Q31 - ability to reduce net costs	YES
Addendum Receipt	YES	Q32 - full utilization review, large case mgmt srvs	YES
Exceptions	YES*	Q35 - allowable charges determined	YES
CUP (0%, 0%, 0%)	NO	Q36 - certs of creditable coverage	YES
Q 1 - Copy of Policy contracts	YES	Q37 - Medicare Part D?	YES
Q 2 - Qual of admin personnel	YES	Q38 - IRS Form 1095	YES
Q 3 - Org Chart	YES	Q39 - Customer Satisfaction data	YES
Q 4 - License & Certs	YES	Q40 - transition procedure	YES
Q 5 - Performance Guarantee outline	YES	Q41 - local Customer Service	YES
Q 6 - Prior Authorization process	YES	Q42 - conflict/dispute resolution process	YES
Q 7 - Wellness program	YES	Q43 - reciprocal networks	YES
Q 8 - cost containment & utilization review positions	YES	Q44 - major network changes?	YES
Q 9 - case mgmt process	YES	Q45 - Primary care physicians	YES
Q10 - POC for overall responsibility for JCMO	YES	Q46 - Average provider discount	YES
Q11 - copy of financial report	YES	Q47 - negotiated pricing w/ network providers	YES
Q12 - 3 references	NO*	Q49 - manage drug costs	YES
Q13 - location of claim office	YES	Q50 - prescription mail service	YES
Q14 - potential percentage cost savings	YES	Q51 - Prescription formulary/perameters	YES
Q15 - turn-around time	YES	Q52 - copy of agreement w/ Prescription Co.	YES
Q16 - electronic capabilities	YES	Q53 - self-admin drugs process	YES
Q17 - Carve-out networks	YES	Q54 - specialty drug program	YES
Q18 - hospital network comarison	NO*	Q55 - process for eligibilty transfer for Rx vendors	YES
Q19 - provider directories	YES	Q56 - top drugs, what tier	YES
Q20 - client resources	YES	Q57 - discount for mail drugs	YES
Q21 - disease management programs	YES	Q58 - formularies update rate	YES
Q22 - transition of care	YES	Q59 - Step therapy	YES
Q23 - claim reporting capability	YES	Q60 - contraception	YES
Q24 - additional information	YES	Q61 - other programs available	YES
Q25 - premium percentage increases	YES	Pricing (original only)	YES
Q26 - med and Rx trending percentages	YES		
Q27 - consideration of reduction for med and dent	YES		

**COMMENTS:**

-Exception requested to allow for exceptions to Sunshine Law requests. - gaining clarification from Counselor 7/26/16 JMJ Counselor stated not able to honor this request. Purchasing requested Aetna retract by 12:00 on 7/28/16 JMJ Aetna redacted requested exception. 7/28/16 @ 1126 JMJ

-Language change requested in insurance requirements. Purchasing requested Aetna retract by 12:00 on 7/28/16 JMJ. Aetna provided explanation of language request, notified Aetna needed Counselor advisement. 7/28/16 @1540 JMJ. Requested Advisement from Counselor 7/28/16 @ 1543 JMJ. Counselor deemed language acceptable. 7/28/16 1550 JMJ.

Q12 - No References given - will release after initial feedback or considered a strong proposal.

Q18 - No Disruptions Report, can send over under separate cover letter. Disruption Report received and allowed. 8/3/16 JMJ

-Marked Pricing confidential and/or proprietary. Purchasing requested Aetna retract by 9:00 on 7/29/16 JMJ Retracted on 7/29/16 @ 0850 JMJ.

## Commodity: GROUP MEDICAL COVERAGE

## Vendor: BlueCross BlueShield of Kansas City

Bid Recap			
REQUIRED SUBMITTALS	Yes/No	REQUIRED SUBMITTALS	Yes/No
Proposal Copies (4)	YES	Q28 - list of riders	YES
Cover Letter	YES	Q29 - std coordination of benefits	YES
Affidavit	YES	Q30 - Max Rate adjustments	YES
Comp Review Form or Cert	YES	Q31 - ability to reduce net costs	YES
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Q23 - claim reporting capability	YES	Q60 - contraception	YES
Q24 - additional information	YES	Q61 - other programs available	YES
Q25 - premium percentage increases	YES	Pricing (original only)	YES
Q26 - med and Rx trending percentages	YES		
Q27 - consideration of reduction for med and dent	YES		

COMMENTS:

# Comparison of Premium Equivalents - Using Maximum Funding Rates

**MAXIMUM FUNDING RATES INCLUDE ADMIN, STOP LOSS & CLAIMS (MEDICAL & RX)**

Product 1	Lives
Employee Only	530
2 Person	168
Family	<u>158</u>
<b>Annual Premium</b>	<b>856</b>

Product 2	Lives
Employee Only	108
2 Person	26
Family	<u>18</u>
<b>Annual Premium</b>	<b>152</b>

Product 3	Lives
Employee Only	247
2 Person	39
Family	<u>81</u>
<b>Annual Premium</b>	<b>367</b>

**TOTAL ANNUAL**

**1,375**

Blue Cross Blue Shield of KC	
Current	
<b>Blue Care HMO</b>	
\$634.66	
\$1,446.37	
\$1,782.07	
<b>\$10,331,124</b>	
<b>PPO</b>	
\$622.03	
\$1,421.81	
\$1,744.56	
<b>\$1,626,581</b>	
<b>HDHP with HSA</b>	
\$587.30	
\$1,354.13	
\$1,642.74	
<b>\$3,971,233</b>	

**\$15,928,938.00**

Blue Cross Blue Shield of KC	
Renewal	
<b>Blue Care HMO</b>	
\$603.03	
\$1,373.87	
\$1,693.01	
<b>\$9,814,940</b>	
<b>PPO</b>	
\$590.99	
\$1,350.46	
\$1,657.27	
<b>\$1,545,237</b>	
<b>HDHP with HSA</b>	
\$557.89	
\$1,285.96	
\$1,560.24	
<b>\$3,771,969</b>	

**\$15,132,164.00**

Aetna	
Proposal	
<b>** Assumes that Aetna keeps 100% of the RX rebates**</b>	
<b>Aetna Select HMO</b>	
\$655.48	
\$1,478.25	
\$1,833.46	
<b>\$10,625,245</b>	
<b>Aetna Choice POS II</b>	
\$641.03	
\$1,450.16	
\$1,789.41	
<b>\$1,669,737</b>	
<b>Aetna Choice HDHP</b>	
\$601.31	
\$1,372.74	
\$1,672.94	
<b>\$4,050,923</b>	

**\$16,345,805**



## JACKSON COUNTY, MISSOURI

### Premium Equivalents - Illustrative

Aetna Select	Lives	2016 BCBS Expected Current Rate	2016 BCBS Maximum Current Rate	2017 Aetna Expected Proposed Rate	2017 Aetna Maximum Proposed Rate
Single	530	\$ 520.98	\$634.66	\$ 601.70	\$ 655.48
Two Party	168	\$ 1,174.92	\$1,446.37	\$ 1,356.95	\$ 1,478.25
Family	158	\$ 1,457.24	\$1,782.07	\$ 1,683.01	\$ 1,833.46
<b>Annual</b>	<b>856</b>	<b>\$ 8,444,998.56</b>	<b>\$ 10,331,124.24</b>	<b>\$ 9,753,410.16</b>	<b>\$ 10,625,244.96</b>

Aetna Choice POS II	Lives	Current Rate	Expected Aetna Proposed Rate	Expected Aetna Proposed Rate	Maximum Aetna Proposed Rate
Single	108	\$ 509.49	\$622.03	\$ 588.43	\$ 641.03
Two Party	26	\$ 1,152.59	\$1,421.81	\$ 1,331.16	\$ 1,450.16
Family	18	\$ 1,422.23	\$1,744.56	\$ 1,642.58	\$ 1,789.41
<b>Annual</b>	<b>152</b>	<b>\$ 1,327,108.80</b>	<b>\$ 1,626,580.56</b>	<b>\$ 1,532,724.48</b>	<b>\$ 1,669,737.36</b>

Aetna Choice POS II HDHP	Lives	Current Rate	Expected Aetna Proposed Rate	Expected Aetna Proposed Rate	Maximum Aetna Proposed Rate
Single	247	\$ 477.92	\$587.30	\$ 551.96	\$ 601.31
Two Party	39	\$ 1,091.06	\$1,354.13	\$ 1,260.10	\$ 1,372.74
Family	81	\$ 1,329.66	\$1,642.74	\$ 1,535.67	\$ 1,672.94
<b>Annual</b>	<b>367</b>	<b>\$ 3,219,600.48</b>	<b>\$ 3,971,233.32</b>	<b>\$ 3,718,407.48</b>	<b>\$ 4,050,822.84</b>

<b>Total Cost*</b>	<b>1375</b>	<b>\$14,515,203.84</b>	<b>\$15,928,938</b>	<b>\$ 15,004,542.12</b>	<b>\$ 16,345,805.16</b>
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NOTE: MAXIMUM RATES INCLUDE PAID CLAIMS, ADMINISTRATIVE FEES & STOP LOSS PREMIUMS  
 NOTE: EXPECTED RATES INCLUDE PAID CLAIMS ONLY - NO ADMIN FEES OR STOP LOSS PREMIUMS



## JACKSON COUNTY Human Resources Department

Jackson County Courthouse  
415 East 12th Street, First Floor  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3135  
Fax: (816) 881-3474

August 29, 2016

**To:** Jessica Johnson, Sr Buyer, Purchasing

**From:** Dennis Dumovich, Director, Human Resources **DD**

**Subject:** Recommendation – Medical Insurance Provider RFP 48-16

### Summary

Jackson County, Missouri requires Employee Group Medical Insurance as a countywide employee benefit. The Purchasing Department issued Request for Proposal 48-16 in response to those requirements.

A total of five (5) notifications were distributed and two (2) responses were received and evaluated from the following: Aetna & Blue Cross & Blue Shield of Kansas City.

### Process

After notifications were distributed and responses were received, a committee comprised of HR, Finance, Legislature, Administration and Parks+ Rec reviewed the proposals, conducted oral presentations, conducted negotiations and evaluated the proposals.

### Evaluation of the Respondent Firms

<b>RESPONDENT</b>	<b>ANNUAL PREMIUM</b>
Aetna; Overland Park, KS	\$16,345,805.00
Blue Cross and Blue Shield of Kansas City; Kansas City, MO	\$15,132,164.00

The committee evaluated the proposals based on oral presentations and the following three factors:

**1. Physician/Hospital Network Match & Adequacy**

Aetna Score: 17.5%  
BC/BS Score: 21.8%

**2. Pharmacy Cost & Options**

Aetna Score: 17.5%  
BC/BS Score: 20%

**3. Cost**

Aetna Score: 28.7%  
BC/BS Score: 46.2%



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**Total Score:**  
Aetna: 64%  
BC/BS: 88%

Blue Cross & Blue Shield of Kansas City is the highest scored by the committee. In addition to the 8% lower cost than Aetna, Blue Cross will provide a three (3) year Administrative Fee Price Guarantee.

### **Recommendation**

Based on the scoring factors described above and the subsequent negotiations, the committee recommends awarding the bid to Blue Cross & Blue Shield of Kansas City. The committee recommends the award of a twelve-month term and supply contract with two twelve month options to extend for Employee Group Medical Insurance as an employee benefit Countywide to Blue Cross and Blue Shield of Kansas City of Kansas City, MO as the best proposal received.

## Blue Cross/Blue Shield Kansas City presents Jackson County, MO

### 2017 Funding Illustration

	2016 Funding Rates (Maximum)	2017 Funding Rates (Maximum)	Bid Enrollment
<b><u>BC HMO</u></b>			
Employee	\$634.66	\$603.03	530
Employee + 1	\$1,446.37	\$1,373.87	168
Family	\$1,782.07	\$1,693.01	158
<b><u>1,000 DED PPO</u></b>			
Employee	\$622.03	\$590.99	108
Employee + 1	\$1,421.81	\$1,350.46	26
Family	\$1,744.56	\$1,657.27	18
<b><u>BlueSaver H.S.A.</u></b>			
Employee	\$587.30	\$557.89	247
Employee + 1	\$1,354.13	\$1,285.96	39
Family	\$1,642.74	\$1,560.24	81
<b>Annual Premium</b>	<b>\$15,928,938</b>	<b>\$15,132,164</b>	<b>1375</b>

### 2017 Renewal Funding Option

#### Jackson County Group Responsibility (Rates include Admin/Access/Pooling/ACA CEF)

##### BC HMO

Employee	\$56.89
Employee + 1	\$142.20
Family	\$166.35

##### 1,000 DED PPO

Employee	\$56.89
Employee + 1	\$142.20
Family	\$166.35

##### BlueSaver H.S.A.

Employee	\$56.89
Employee + 1	\$142.20
Family	\$166.35

**Annual Premium** \$1,514,786

#### Jackson County Employee Responsibility (Rates include Maximum Claims Liability)

##### BC HMO

Employee	\$546.14
Employee + 1	\$1,231.67
Family	\$1,526.67

##### 1,000 DED PPO

Employee	\$534.10
Employee + 1	\$1,208.26
Family	\$1,490.92

##### BlueSaver H.S.A.

Employee	\$501.00
Employee + 1	\$1,143.76
Family	\$1,393.89

**Annual Premium** \$13,617,378

# Medical Renewal Overview

**Overall Renewal: 3.3% Below Current**

**Maximum Claims  
Cost Factors**

**↓ 3.5%**

**Administrative  
Fees**

**NO  
INCREASE**

**3 YEAR  
GUARANTEE**  
2017, 2018, 2019

**Network Access  
Fees**

**↓ 20%**

**3 YEAR  
GUARANTEE**  
2017, 2018, 2019



# Pooling Protection

## Firm and Guaranteed Renewable

### Specific Pooling

\$250,000 Per Member

### Maximum Claims Liability

110% Over Expected Claims

### POOLING PROTECTION - Not Equal Between Carriers

- Guaranteed renewable
- No limit on Blue KC's maximum liability if specific or aggregate levels are exceeded
- \$250,000 specific deductible will continue to be available for future years at your discretion
- Rates are firm when bid is delivered
- The same level of pooling protection on all large claimants regardless of diagnosis or \$\$ amount
- No requirement to move to an aggregating specific deductible this renewal - or in future renewals

19253

# The Impact of Employee Wellness



**6.1% Decrease**

in members with high BMI

**5% Increase**

in colonoscopies

**4% Increase**

in PAP screenings

**\$75,000**

2017 Wellness  
Fund

2017 HEALTH INSURANCE RATES

HEALTH PLAN	2016 RATES				2017 RATES			
	2016 Total Monthly Premium	2016 County Monthly Contribution	2016 Employee Monthly Premium	2016 Employee Cost PPP(24)	2017 Total Monthly Premium	2016 County Monthly Contribution	2016 Employee Monthly Premium	2016 Employee Cost PPP(24)
EMPLOYEE ONLY - HMO	\$ 634.66	\$ 502.18	\$ 132.48	\$ 66.24	\$ 603.03	\$ 488.34	\$ 114.69	\$ 57.34
EMPLOYEE + 1 - HMO	\$ 1,446.38	\$ 1,068.13	\$ 378.25	\$ 189.13	\$ 1,373.87	\$ 1,053.64	\$ 320.23	\$ 160.12
FAMILY - HMO	\$ 1,782.07	\$ 1,205.22	\$ 576.85	\$ 288.43	\$ 1,693.01	\$ 1,204.49	\$ 488.52	\$ 244.26
EMPLOYEE ONLY - PPO	\$ 622.03	\$ 502.18	\$ 119.85	\$ 59.93	\$ 590.99	\$ 489.51	\$ 101.48	\$ 50.74
EMPLOYEE + 1 - PPO	\$ 1,421.81	\$ 1,068.13	\$ 353.68	\$ 176.84	\$ 1,350.46	\$ 1,048.40	\$ 302.06	\$ 151.03
FAMILY - PPO	\$ 1,744.56	\$ 1,205.22	\$ 539.34	\$ 269.67	\$ 1,657.27	\$ 1,195.08	\$ 462.19	\$ 231.10
EMPLOYEE ONLY - H S A	\$ 587.30	\$ 502.18	\$ 85.12	\$ 42.56	\$ 557.89	\$ 487.75	\$ 70.14	\$ 35.07
EMPLOYEE + 1 - H S A	\$ 1,354.13	\$ 1,068.13	\$ 286.00	\$ 143.00	\$ 1,285.96	\$ 1,045.77	\$ 240.19	\$ 120.10
FAMILY - H S A	\$ 1,642.74	\$ 1,205.22	\$ 437.52	\$ 218.76	\$ 1,560.24	\$ 1,183.89	\$ 376.35	\$ 188.18

2017 EYEMED VISION PLAN RATES

EYEMED VISION PLAN	MONTHLY RATE	PER PAY PERIOD
EMPLOYEE ONLY	\$ 5.57	\$ 2.79
EMPLOYEE + SPOUSE	\$ 10.58	\$ 5.29
EMPLOYEE + CHILDREN	\$ 11.14	\$ 5.57
FAMILY	\$ 16.37	\$ 8.19

Jackson County, MO Proposed Health Contributions for 2017

County Contribution for 2017 Administrative Fees	(a)	(b)	(c)	(d)	(e)		
Plan	Number of EE's Enrolled	2017 Monthly Admin Fees	Total Monthly Admin Premium	Yearly Cost of Admin Fee to County	Yearly Cost of Admin Fee to Employee		
BCBS HMO Employee Only	530	56.89	30,151.70	361,820.40	0.00		
BCBS HMO Employee + 1	168	142.20	23,889.60	286,675.20	0.00		
BCBS HMO Family	158	166.35	26,283.30	315,399.60	0.00		
BCBS PPO Employee Only	108	56.89	6,144.12	73,729.44	0.00		
BCBS PPO Employee + 1	26	142.20	3,697.20	44,366.40	0.00		
BCBS PPO Family	18	166.35	2,994.30	35,931.60	0.00		
BCBS HSA Employee Only	247	56.89	14,051.83	168,621.96	0.00		
BCBS HSA Employee + 1	39	142.20	5,545.80	66,549.60	0.00		
BCBS HSA Family	81	166.35	13,474.35	161,692.20	0.00		
	1375		126,232.20	1,514,786.40	0.00		
<b>Total Contributions for 2017</b>							
HMO = 79% Ind; 74% Ind+1; 68% Fam							
HSA = 86% Ind; 79% Ind+1; 73% Fam							
PPO = 81% Ind; 75% Ind+1; 69% Fam							
Plan	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Number of EE's Enrolled	Total Maximum Monthly Rate including Claims and Admin Fees	Monthly Contribution to Admin Cost paid by County	Monthly Contribution to Claims Cost paid by County	Monthly Contribution to Claims Cost paid by Employee	Total Premium for Claims Only - No Admin Fees	Total Premium for Admin Only - No Claims Cost
		C + D + E = B				(D + E) x A	C x A
BCBS HMO Employee Only	530	603.03	56.89	431.45	114.69	289,454.20	30,151.70
BCBS HMO Employee + 1	168	1,373.87	142.20	911.44	320.23	206,920.56	23,889.60
BCBS HMO Family	158	1,693.01	166.35	1,038.14	488.52	241,213.86	26,283.30
BCBS PPO Employee Only	108	590.99	56.89	432.62	101.48	57,682.80	6,144.12
BCBS PPO Employee + 1	26	1,350.46	142.20	906.20	302.06	31,414.76	3,697.20
BCBS PPO Family	18	1,657.27	166.35	1,028.73	462.19	26,836.56	2,994.30
BCBS HSA Employee Only	247	557.89	56.89	430.86	70.14	123,747.00	14,051.83
BCBS HSA Employee + 1	39	1,285.96	142.20	903.57	240.19	44,606.64	5,545.80
BCBS HSA Family	81	1,560.24	166.35	1017.54	376.35	112,905.09	13,474.35
	1375				30,484.35	1,134,781.47	126,232.20
					x 12	x 12	x 12
<b>TOTAL YEARLY AMOUNTS:</b>		<b>15,132,164.04</b>	<b>\$1,514,786.40</b>	<b>10,304,402.76</b>	<b>3,312,974.88</b>	<b>13,617,377.64</b>	<b>1,514,786.40</b>
						<b>GRAND TOTAL \$15,132,164.04</b>	

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute an agreement with the Independence School District for the use of the County's parking lot located at Kansas and Osage, for staging and gathering for a parade, at no cost to the County.

**RESOLUTION NO. 19254**, September 12, 2016

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Independence School District has requested the use of the County's parking lot located at Kansas and Osage for the staging and gathering place for a school parade to be held on Saturday, September 17, 2016; and,

WHEREAS, the Director of Public Works recommends the approval of this request, with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, this approval 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 request of the Independence School District be and hereby is approved and that the County Executive is hereby authorized to execute an appropriate agreement with the Independence School District, at no cost to the County and in a form to be approved by the County Counselor.

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. 19254 of September 12, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

# REQUEST FOR LEGISLATIVE ACTION


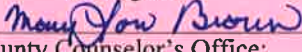
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19254

Sponsor(s): Greg Grounds

Date: September 12, 2016

<p><b>SUBJECT</b></p>	<p>Action Requested: Permission for the Independence School District to use the Jackson County parking lot at the corner of Kansas and Osage for the use of parade staging and gathering on Saturday, September 17<sup>th</sup>, 2016 from 10:00 am until Noon.</p> <p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Independence Parking Lot use for Independence School District Parade on September 17<sup>th</sup>, 2016.</p>										
<p><b>BUDGET INFORMATION</b> <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>\$ n/a</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>\$ n/a</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ n/a</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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): n/a Prior Year Actual Amount Spent (if applicable): n/a</p>	Amount authorized by this legislation this fiscal year:	\$ n/a	Amount previously authorized this fiscal year:	\$ n/a	Total amount authorized after this legislative action:	\$ n/a	Amount budgeted for this item * (including transfers):	\$ n/a	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$ n/a										
Amount previously authorized this fiscal year:	\$ n/a										
Total amount authorized after this legislative action:	\$ n/a										
Amount budgeted for this item * (including transfers):	\$ n/a										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): <u>n/a</u></p> <p>Prior resolutions and (date):</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by: Kimberly Byers, Administrative Assistant, 881-3258</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The Independence School district has requested permission to use the Jackson County Independence parking lot at the corner of Kansas and Osage on Saturday, September 17, 2016 from 10:00 am until Noon for the staging and gathering of the Independence School District parade.</p> <p>The following stipulations will apply:</p> <ol style="list-style-type: none"> <li>1) The County will require a Certificate of Liability Insurance</li> <li>2) The Independence School District will be responsible for leaving the parking lot clean of debris and in good repair.</li> <li>3) The parking lot will be ready for use by the County no later than 8:00am on Monday, September 19, 2016.</li> </ol>										

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		
REVIEW	Department Director: Brian Gaddie, Director 	Date: 7.6.2016
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 9/7/16
	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.



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>CBIZ Ins. Svcs Inc. (PE)</b> 700 West 47th Street, Suite 1100 Kansas City, MO 64112 816 945-5500	CONTACT NAME: <b>Erik Hage</b>
	PHONE (A/C, No, Ext): <b>816-841-4005</b>
	FAX (A/C, No):
	E-MAIL ADDRESS: <b>ehage@cbiz.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Catlin Indemnity Co.</b>
	NAIC # <b>24503</b>
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
**Independence, Missouri School District**  
**201 N. Forest Avenue**  
**Independence, MO 64050**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CNDMOEPP14108003	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000* DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000* GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CNDMOCAP14109003	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000* BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CNDMOEXL14111003	12/31/2015	12/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*Missouri Sovereign Immunity Applicable  
 As respects parade held 9/17/2016.

CERTIFICATE HOLDER

CANCELLATION

Jackson County Courthouse  
 303 West Walnut  
 Independence, MO 64050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CBIZ Insurance Services, Inc.