#### **Request for Legislative Action**

Ord. No.: 5605 Sponsor: Tony Miller Date: March 14, 2022

Completed by County Counselor's Office				
Action Requested:	Ordinance	Res.Ord No.:	5605	
Sponsor(s):	Tony Miller	Legislature Meeting Date:	3/14/2022	

Introduction
Action Items: ['Appropriate']
Project/Title:
Appropriating \$25,000.00 from the undesignated fund balance of the 2022 Grant Fund in acceptance of
the FY 2022 Local Violent Crime Prevention Grant from the Missouri Department of Public Safety,

#### **Request Summary**

Jackson County (Sheriff's Office) has been awarded the FY 2022 Local Crime Prevention Grant (LVCP) in the amount of \$25,000.00 by the Missouri Department of Public Safety. This grant funds an Automated License Plate Recognition (ALPR) program in the Unincorporated Community of Blue Summit. An appropriation is necessary to place the grant funds into the proper spending account.

010-4225-57521 Grant Fund - Local Violent Crime Prevention - Operating Equipment -Law Enforcement

Contact Information					
Department:	Sheriff	Submitted Date:	2/22/2022		
Name:	Danny F. Barnes	Email:	DBarnes@jacksongov.org		
Title:	Sergeant	Phone:	816-810-5954		

### **Request for Legislative Action**

this legislation this fiscal ye	ear:		\$25,000
horized this fiscal year:			\$ 0
ed after this legislative action	on:		\$25,000
		Yes	
n:		·	
Department:	Line Item Account:	Amount:	
9999 (*)	32810 (Undesignated Fund Balance)		\$25,000
	,		
Department:	Line Item Account:	Amount:	
4225 (Local Violent	57521 (Operating		\$25,000
Crime Prevention)	Equipment - Law		
	horized this fiscal year: ed after this legislative action  Department: 9999 (*)  Department: 4225 (Local Violent	Department: Department: Line Item Account: 32810 (Undesignated Fund Balance)  Department: Line Item Account: 57521 (Operating	horized this fiscal year: ed after this legislative action:  Yes  n:  Department: Line Item Account: Amount: 9999 (*) 32810 (Undesignated Fund Balance)  Department: Line Item Account: Amount: 4225 (Local Violent 57521 (Operating Equipment - Law

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in	
this RLA?	

Compliance			
Certificate of Compliance			
Not Applicable			
Minority, Women and Veteran Owned Business Program			
Goals Not Applicable for following reason: Not spending money			
MBE:	.00%		
WBE:	.00%		

#### **Request for Legislative Action**

VBE:	.00%
Prevailing Wage	
Not Applicable	

#### **Fiscal Information**

• Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

#### History

```
Danny F. Barnes at 2/22/2022 4:16:37 PM - [Submitted | This grant opportunity announcement,
application period, and award acceptance period were presented with an accelerated timeline by
MODPS, who have requested acceptance of the award by 02-28-2022.]
Department Director: Ronald A. Fletcher at 2/22/2022 5:38:19 PM - [ Approved | Approved. Major Ron
Fletcher ]
Finance (Purchasing): Barbara J. Casamento at 2/23/2022 8:58:33 AM - [ Not applicable | ]
Compliance: Katie M. Bartle at 2/23/2022 10:48:12 AM - [ Approved | ]
Finance (Budget): Sarah L. Matthes at 2/23/2022 11:16:58 AM - [ Approved | Fiscal Note Attached ]
Executive: Sylvya Stevenson at 2/24/2022 9:54:27 PM - [ Returned for more information | Please
capitalize "appropriating" in your Project Title. ]
Submitter: Danny F. Barnes at 2/28/2022 12:29:55 PM - [ Submitted | Appropriating has been
capitalized.]
Department Director: Ronald A. Fletcher at 2/28/2022 1:23:30 PM - [ Approved | Approved. Major Ron
Fletcher ]
Finance (Purchasing): Barbara J. Casamento at 2/28/2022 2:15:46 PM - [ Not applicable | ]
Compliance: Katie M. Bartle at 2/28/2022 2:44:27 PM - [ Approved | ]
Finance (Budget): Sarah L. Matthes at 3/2/2022 7:53:41 AM - [ Approved | ]
Executive: Sylvya Stevenson at 3/2/2022 9:54:20 AM - [ Approved | ]
Legal: Elizabeth Freeland at 3/9/2022 9:06:42 AM - [ Approved | ]
```

### **Fiscal Note:**

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

Date:	February 23, 2022				ORD # eRLA #		415
Org Co	de/Description	Object	Code/Description	Fror	m	То	
010	Grant Fund						
4225	Local Violent Crime Prevention	45613	Increase Revenues	\$	25,000	\$	
9999	Non-Specific Department	32810	Undesignated Fund Balance				25,000
9999	Non-Specific Department	32810	Undesignated Fund Balance		25,000		
4225	Local Violent Crime Prevention	57521	Operating Equipment - Law Enforcement				25,000
				\$	50,000	\$	50,000
	This ex	xpenditu	Fiscal Note:  ure was included in the Annual Budget				
Org Co	de/Description	Object	Code/Description		_	Not t	o Exceed
4225	Crant Fund  Local Violent Crime Prevention	57521	Operating Equipment - Law Enforcement		- - - -	\$	25,000
	ROVED th Matthes at 11:16 am, Feb 23, 2022				- - -	\$	25,000

**Budget Office** 



#### **Application**

#### 134871 - FY 2022 Local Violent Crime Prevention Grant - Final Application

135103 - Blue Summit License Plate Recognition Local Violent Crime Prevention Grant

Status: Editing Submitted Submitted Date: Submitted By:

#### **Applicant Information**

**Primary Contact:** 

Name:\* Sergeant Danny Barnes
Title First Name Last Name

Job Title:\* Sergeant - Sheriff's Office

Email:\* dbarnes@jacksongov.org

Mailing Address:\* 4001 NE LAKEWOOD CT

**Street Address 1:** 

Street Address 2:

LEES SUMMIT Missouri 64064

City

Phone:\* 816-810-5954

State/Province

Postal Code/Zip

Fax:

**Organization Information** 

Applicant Agency:\* Jackson County, Sheriff's Office

Organization Type:\* Government
Federal Tax ID#:\* 446000524

DUNS #:\* 073134868

**Unique Entity ID:** 

SAM/CCR CAGE Code:

Valid Until Date

**Organization Website:** 

Mailing Address:\* 415 E. 12th Street

Street Address 1: Street Address 2: City\* Kansas City Missouri 64106 2706
City State/Province Postal Code/Zip + 4

County:\* Jackson

Congressional District:\* 05

Phone:\* 816-881-3333

Ext.

**Fax:** 816-881-3133

#### **Contact Information**

#### **Authorized Official**

\*\*\*The correct Authorized Official must be the signatory on this grant for the application to be eligible for funding, please see list below.\*\*\*

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official. (The Police Chief is NOT the Authorized Official)

If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official (The Sheriff is not the Authorized Official)

If the applicant agency is a college/university, the University President (or Campus Chancellor, if applicable) shall be the Authorized Official.

\*\*If you are unable to determine the correct Authorized Official for your agency please contact our office at (573)751-5997; (573) 522-4094; (573) 526-9014 or (573)522-3455\*\*

Name:\* Mr. Frank White

Title First Name Last Name

Job Title:\* County Executive

Agency:\* Jackson County

Mailing Address:\* 415 E 12th St

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here. Do not repeat the mailing

address!

Street Address 2:

City/State/Zip:\* Kansas City Missouri 64106

City State Zip

Email:\* fwhite@jacksongov.org

Phone:\* 816-881-4477

Ext.

Fax:

#### **Project Director**

The Project Director is the individual that will have direct oversight of the proposed project. The Project Director, therefore, must be the Chief, Sheriff, Director, etc. of the law enforcement agency.

Name:\* Sheriff Darryl Forte

Title First Name Last Name

Job Title:\* Sheriff

Agency:*	Jackson County SI	neriff's Office					
Mailing Address:*	4001 NE Lakewoo Enter a PO Box where appli		applicable, enter the physical	street address.			
Street Address 1:	If a PO Box is entered on the address!	ne Mailing Address line, e	enter the physical street addre	ess here. Do not repeat the mailing			
Street Address 2:							
City/State/Zip:*	Lee's Summit		Missouri	64064			
	City		State	Zip			
Email:*	dlforte@jacksongo	v.org					
Phone:*		· ·					
	816-541-8017			Eve			
				Ext.			
Fax:							
Fiscal Officer							
The Fiscal Officer is the individual County Treasurer, Director of Final							
Name:*	Ms.	Sarah	Matthe	es			
	Title	First Name	Last Nam	e			
Job Title:*	Grant, Audit and R	isk Manager					
Agency:*	Jackson County	ckson County					
Mailing Address:*	415 E 12th St Enter a PO Box where appli	icable. If a PO Box is not	applicable, enter the physical	street address.			
Street Address 1:	If a PO Box is entered on the address!	ne Mailing Address line, e	enter the physical street addre	ess here. Do not repeat the mailing			
Street Address 2:							
City/State/Zip:*	Kansas City		Missouri	64106			
	City		State	Zip			
Email:*	slmatthes@jackso	ngov.org					
Phone:*	816-881-3202						
				Ext.			
Fax							
Officer in Charge							
The Officer in Charge is the indivi Director listed above. This individu	dual that will act as the s ual will be the primary co	supervisor or comma ontact for day-to-day	nder of the proposed proje questions regarding the g	ect, if different than the Project rant project and operations.			
Name:	Sergeant	Dan	ny	Barnes			
	Title	First N	-	Last Name			
Job Title:	Sergeant - Techno	logy					
Agency:	Jackson County SI	heriff's Office					
Mailing Address:	4001 NE Lakewoo						

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here. Do not repeat the mailing address!

 $\hbox{ Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.}$ 

Street Address 2:

City/State/Zip: Lee's Summit Missouri 64064

City State Zip

Email: dbarnes@jacksongov.org

Phone: 816-810-5954

Ext.

Fax:

#### Project Description

1. Describe your Project:\*

The Jackson County Sheriff's Office is requesting funding to purchase ALPR (Automatic License Plate Recognition) systems for deployment in the unincorporated community of Blue Summit.

The Jackson County Sheriff's Office patrols in five unincorporated patrol districts where the Sheriff's Office is the primary responsible law enforcement agency. The smallest of the five districts is the unincorporated community of Blue Summit, Missouri. Blue Summit is an area of less than one square mile, bordered on the east by the City of Independence, and on the west by Kansas City, Missouri.

Blue Summit is a Census-Designated Place and had a population of 658 as of the 2020 U.S. Census.

Despite containing dramatically less geographic area than any of the Sheriff's Office's other four patrol districts, more than 25% of the violent crimes (as defined by NIBRS) known to the Sheriff's Office and reported to the Missouri State Highway Patrol in 2021 occurred in Blue Summit.

Blue Summit contains portions of Truman Road and 23rd Street Trafficway, two heavily traveled east-west conduits connecting areas of Kansas City and Independence which have been identified by Jackson County's COMBAT Commission as Violent Crime Hotspots.

1.a Explain how this project will assist the reduction and/or prevention of local violent crime:\*

The Sheriff's Office proposes placing ALPR systems along roadways in Blue Summit to assist in the apprehension of violent offenders traveling through the area, and to provide an investigative resource to Sheriff's Office and other law enforcement agencies through the collection and sharing of historical ALPR data.

1.b Describe the local violent crime challenges in your area:\*

The Jackson County COMBAT Commission identifies Violent Crime Hotspots in Jackson County. COMBAT's "Hotspot D" is an area of 8.8 square miles. Blue Summit is contained within Hotspot D. Within the boundaries of Hotspot D between January 2018 and May 2021, there were 15 homicides or nonnegligent manslaughters, 216 sex offenses, 129 robberies, and 698 aggravated assaults. This Hotspot includes portions of the City of Independence and unincorporated Jackson County. Truman Road and 23rd Street are two of the three primary east-west roadways crossing the hotspot.

COMBAT's "Hotspot C" has an eastern boundary that is less than one mile west of Blue Summit. Within the boundaries of Hotspot C between January 2018 and May 2021, there were 73 homicides or nonnegligent manslaughters, 174 sex offenses, 513 robberies, and 1,233 aggravated assaults. Truman Road and 23rd Street are two of the three primary east-west roadways crossing the hotspot.

When violent crimes occur and offenders leave the scene in a vehicle from within either of

the two hotspots, they can very quickly cross jurisdictional boundaries of three separate law enforcement agencies. This presents a challenge when the agency to which the offense was reported attempts to locate or determine a last known direction of travel for suspect vehicles.

Challenges are also present when suspect vehicles in previous or repeated violent offenses commit offenses in jurisdictions which may be geographically close but separate from jurisdictions where the suspect vehicle otherwise frequently travels.

1.c Describe how the proposed project will help provide solutions to the listed challenges:\* ALPR systems deployed by the Sheriff's Office along the two primary east-west conduits through Blue Summit (Truman Road and 23rd Street Trafficway) could collect license plate information from suspect vehicles traveling the two roadways, which are inside COMBAT's Hotspot D, and would be used two out of three times to travel between Hotspot C and Hotspot D.

ALPR systems could significantly increase law enforcement officers' efficiency in locating and apprehending violent offense suspects traveling in vehicles, and in identifying travel patterns of vehicles newly identified as suspect in violent offenses.

Information from the ALPR systems, both live alerts of identified suspect vehicles, and historic information on previous travel of newly identified suspect vehicles would be available to deputies working in Blue Summit. These deputies have authority to enforce federal, state, and county ordinances in the entirety of the mentioned hotspots, including in unincorporated Jackson County, in Kansas City, and in Independence.

Suspect vehicles leaving either high-violent-crime area surrounding Blue Summit can be quickly outside the primary patrol jurisdiction of the Kansas City or Independence Police Departments. Attempts to locate or canvas areas for violent offense suspect vehicles without hot pursuit may be hampered by jurisdictional boundaries for either municipal police agency but would not be for deputy sheriffs.

Additionally, and perhaps most importantly, both the live and historic information from the ALPR systems would be easily and immediately available to the Kansas City and Independence Police Departments using existing regional ALPR data sharing platforms.

- 2. What items are you requesting to purchase?\*
- (4) Motorola Solutions Vigilant Solutions L6Q Quick-Deploy Automatic License Plate Recognition (ALPR) systems. Each system is capable of scanning two lanes of traffic. Four systems could cover both directions of two four-lane roadways, such as Truman Road and 23rd Street Trafficway.
- 3. How will the requested items support this project in reducing and/or preventing violent crime?\*

ALPR systems could significantly increase law enforcement officers' efficiency in locating and apprehending violent offense suspects traveling in vehicles, and in identifying travel patterns of vehicles newly identified as suspect in violent offenses.

4. Will this project expand youth engagement activities with law enforcement?\*

No

5. Will this project expand church and or non-profit engagement activities with law enforcement?\*

No

6. Provide examples of how the lack of the

The Sheriff's Office, Independence, and Kansas City Police Departments are all currently operating significantly below authorized staff levels. Call volume has increased for all agencies, leaving less time for law enforcement officers to actively patrol and attempt to

requested items has effected the department, officers, or citizens in your area:\*

locate violent offenders. These challenges, along with limited ability to identify when atlarge violent offenders are traveling roadways, in which direction, and how frequently, can enable offenders to remain at large and a danger to the community.

7. Are the requested items replacing items the agency currently has?\*

No

8. Do the requested items require specialized training?\*

No

9. How often will the requested items be used?\*

Daily

10. The total number of officers in your

department:\*

95

11. The total number of police vehicles utilized

126

by the department:\*

Section 43.505 RSMo – National Incident-Based Reporting System (NIBRS) formerly Uniform Crime reporting (UCR) Pursuant to Section RSMo 43.505 Uniform Crime Reporting system - duties of department - violations, penalty: Each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department and submit any other crime incident information which may be required by the department of public safety.

12. Is the applicant agency currently participating in Yes Missouri **Incident-Based** Reporting System (MIBRS)? \*

Section 590.700 RSMo - Written Policy on Recording of Custodial Interrogations: Pursuant to 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2 of this section.

13. Is your agency in compliance with Section 590.700.4 RSMo Yes - Written Policy on Recording of Custodial Interrogations?\*

Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses Pursuant to 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo and shall certify adoption of such policy when applying for any grants administered by the department of public safety.

14. Is your Yes agency in compliance with, **Section 43.544** RSMo - Written Policy on

Forwarding Intoxication-Related Traffic Offenses\*

Section 590.1265 RSMo – Police Use of Force Transparency Act of 2021 Use of force incidents reporting standards and procedures, publication of report data, analysis report. Each law enforcement agency shall certify compliance with this statute when accepting any grants administered by the department of public safety.

15. Is your agency in compliance with, Section 590.1265 RSMo – Police Use of Force Transparency Act of 2021?\*

#### Audit Requirements

16. Has the applicant agency exceeded the State expenditure threshold of \$375,000 in state funds during agency's last fiscal year?:\*

Yes

17. Date last audit completed:\*

10/01/2021

18. By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Named Attachments section of this application:\*

Yes

#### Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SFY 2022 LVCP Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Named Attachments' form where needed.

I (The Authorized Official)
have read and agree to
the terms and conditions
of the grant.\*

\*\*\*The correct Authorized Official must be the signatory on this grant for the application to be eligible for funding, please see list below.\*\*\*

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

Authorized Official: the individual who has the authority to legally bind the applicant into a contract.

If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official. (The Police Chief is NOT the Authorized Official)

If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official (The Sheriff is not the Authorized Official)

If the applicant agency is a college/university, the College/University President (or Campus Chancellor, if applicable) shall be the Authorized Official.

\*\*If you are unable to determine the correct Authorized Official for your agency please contact our office at (573)751-5997, (573)522-4094, or (573)522-3455\*\*

**Authorized Official** 

Name:\*

**Authorized Official Job** 

Title:\*

Date:\*

#### Radio Interoperability

1. Are you applying for interoperable communications equipment?

No

Refer to the "Radio Interoperability Guidelines" available at https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf for reference to a list of mobile radios certified as meeting the P25 standard by the Missouri Department of Public Safety, and certified to operate on the MOSWIN by the manufacturer.

#### **Budget**

Item Name:	Budget Category:	Line Item Description:	Quantity:	Unit Cost:	Total Cost
L6Q Quick Deploy ALPR System Package - Four Cameras	Equipment	L6Q Quick Deploy ALPR System Package - Four Cameras	1.0	\$25,000.00	\$25,000.00
					\$25,000.00
					\$25,000.00

#### **Budget Justification**

#### **Budget Justification\***

In the Budget Justification, provide the following information for each budget line item listed above:

- · What is the item?
- How will the item be used?
- Who will use the item?
- Is the item a replacement to current equipment, in addition to current equipment, or something the agency doesn't currently have?
- What cost basis was used to determine the amount requested?(i.e. quote)

L6Q Quick Deploy ALPR systems are ALPR systems designed to be deployed on utility poles, area or street lighting poles. The systems are self-contained, drawing power from batteries and solar chargers, and connecting to network resources using cellular modems. Each system has one camera which is capable of reading license plates from two lanes of traffic.

The L6Q ALPR systems would be deployed in Blue Summit in suitable locations along major travel roadways contained in, crossing through, or connecting identified areas of high violent crime. The ALPR

systems will provide live and historic alerts and information to the Sheriff's Office, and to any law enforcement agency that requests the information or participates in existing ALPR data sharing platforms.

The Jackson County Sheriff's Office will purchase and own the four L6Q ALPR systems, will install them in appropriate locations, and maintain them while they are in use. The systems are not replacements for any current equipment. The Sheriff's Office does not currently own any fixed-location or location-deployable ALPR systems.

The cost for the package was determined using a quote for the package provided by Vigilant Solutions | Motorola Solutions, a State of Missouri approved vendor which currently has a State of Missouri contract to provide ALPR equipment.

#### Total Budget

**Budget Total** 

\$25,000.00

#### Application Attachments

Attachment	Description	File Name	Туре	File Size
Required Attachments				
Audit (If no audit is available the most recent financial statement):	Jackson County Single Audit Report	Jackson County, Missouri Single Audit Report.pdf	pdf	344 KB
Federal Fund Schedule (If not included in the audit):				
Other Attachments				
Quote:	Vigilant Solutions ALPR Quote	ALPR Quote.pdf	pdf	126 KB
Other:	LVCP Grant Narrative	LVCP Grant Narrative.pdf	pdf	4.9 MB
Other:				
Other:				

## THE COLUMN TO TH

#### **Jackson County Sheriff's Office**

#### FY 2022 Local Violent Crime Prevention Grant Application

#### **Blue Summit License Plate Recognition**

The Jackson County Sheriff's Office is requesting funding to purchase ALPR (Automatic License Plate Recognition) systems for deployment in the unincorporated community of Blue Summit.

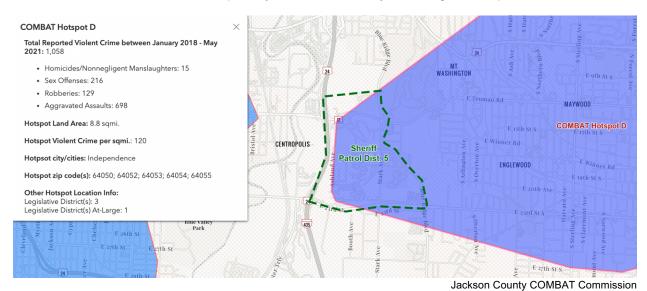
The Jackson County Sheriff's Office patrols in five unincorporated patrol districts where the Sheriff's Office is the primary responsible law enforcement agency. The smallest of the five districts is Patrol District 5, which is the unincorporated community of Blue Summit, Missouri. Blue Summit is an area of less than one square mile, bordered on the east by the City of Independence, and on the west by Kansas City, Missouri. Blue Summit is a Census-Designated Place and had a population of 658 as of the 2020 U.S. Census.

Despite containing dramatically less geographic area than any of the Sheriff's Office's other four patrol districts, more than 25% of the violent crimes (as defined by NIBRS) known to the Sheriff's Office and reported to the Missouri State Highway Patrol in 2021 occurred in Blue Summit.

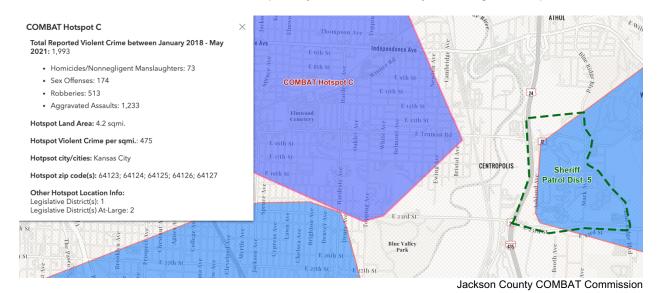
Blue Summit contains portions of Truman Road and 23rd Street Trafficway, two heavily traveled east-west conduits connecting areas of Kansas City and Independence which have been identified by Jackson County's COMBAT Commission as Violent Crime Hotspots.

The Sheriff's Office proposes placing ALPR systems along roadways in Blue Summit to assist in the apprehension of violent offenders traveling through the area, and to provide an investigative resource to Sheriff's Office and other law enforcement agencies through the collection and sharing of historical ALPR data.

The Jackson County COMBAT Commission identifies Violent Crime Hotspots in Jackson County. COMBAT's "Hotspot D" is an area of 8.8 square miles. Blue Summit is contained within Hotspot D. Within the boundaries of Hotspot D between January 2018 and May 2021, there were 15 homicides or nonnegligent manslaughters, 216 sex offenses, 129 robberies, and 698 aggravated assaults. This Hotspot includes portions of the City of Independence and unincorporated Jackson County. Truman Road and 23rd Street are two of the three primary east-west roadways crossing the hotspot.



COMBAT's "Hotspot C" has an eastern boundary that is less than one mile west of Blue Summit. Within the boundaries of Hotspot C between January 2018 and May 2021, there were 73 homicides or nonnegligent manslaughters, 174 sex offenses, 513 robberies, and 1,233 aggravated assaults. Truman Road and 23rd Street are two of the three primary east-west roadways crossing the hotspot.



The Annual Average Daily Traffic (AADT) for both directions of Truman Road where it crosses through Blue Summit is 19,651 vehicles. The AADT for both directions of 23<sup>rd</sup> Street where it crosses through Blue Summit is 19,528. Additional information regarding AADT as reported by the Missouri Department of Transportation is included at the end of this document.

When violent crimes occur and offenders leave the scene in a vehicle from within either of the two hotspots, they can very quickly cross jurisdictional boundaries of three separate law enforcement agencies. This presents a challenge when the agency to which the offense was reported attempts to locate or determine a last known direction of travel for suspect vehicles.

Challenges are also present when suspect vehicles in previous or repeated violent offenses commit offenses in jurisdictions which may be geographically close but separate from jurisdictions where the suspect vehicle otherwise frequently travels.

ALPR systems deployed by the Sheriff's Office along the two primary east-west conduits through Blue Summit (Truman Road and 23rd Street Trafficway) could collect license plate information from suspect vehicles traveling the two roadways, which are inside COMBAT's Hotspot D, and represent two of the three primary east-west travel paths between Hotspot C and Hotspot D.

ALPR systems could significantly increase law enforcement officers' efficiency in locating and apprehending violent offense suspects traveling in vehicles, and in identifying travel patterns of vehicles newly identified as suspect in violent offenses.

Information from the ALPR systems, both live alerts of identified suspect vehicles, and historic information on previous travel of newly identified suspect vehicles would be available to deputies working in Blue Summit. These deputies can cross municipal boundaries during routine patrol and attempt-to-locate activities.

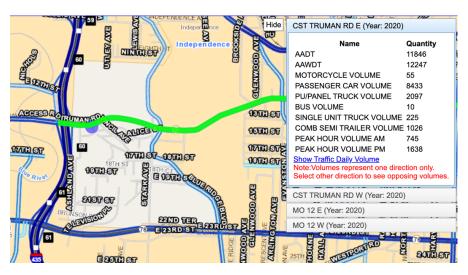
Suspect vehicles leaving either high-violent-crime area surrounding Blue Summit can be quickly outside the primary patrol jurisdiction of the Kansas City or Independence Police Departments. Attempts to locate or canvas areas for violent offense suspect vehicles without hot pursuit may be hampered by jurisdictional boundaries for either municipal police agency but would not be for deputy sheriffs.

Additionally, and perhaps most importantly, both the live and historic information from the ALPR systems would be easily and immediately available to the Kansas City and Independence Police Departments using existing regional ALPR data sharing platforms.

The Sheriff's Office, Independence, and Kansas City Police Departments are all currently operating significantly below authorized staff levels. Call volume has increased for all agencies, leaving less time for law enforcement officers to actively patrol and attempt to locate violent offenders. These challenges, along with limited ability to identify when at-large violent offenders are traveling roadways, in which direction, and how frequently, can enable offenders to remain at large and a danger to the community.

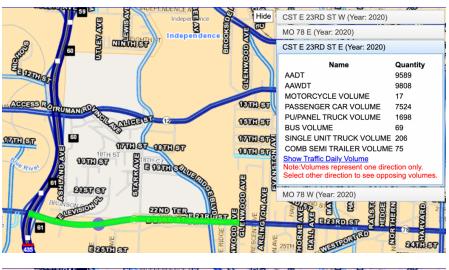
#### AADT Reports for Truman Road from Missouri Department of Transportation

(Lightly shaded area is Blue Summit)





## AADT Reports for 23<sup>rd</sup> Street from Missouri Department of Transportation (Lightly shaded area is Blue Summit)





## MICHAEL L. PARSON Governor

SANDRA K. KARSTEN Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

# STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR EXECUTIVE OFFICE

FEB 22 2022

February 10, 2022

Frank White, County Executive Jackson County, Sheriff's Office 4001 NE Lakewood Ct Lee's Summit MO, 64064

RE: FY 2022 Local Violent Crime Prevention Grant (LVCP), Application # 2022-LVCP-09

Dear County Executive White:

The Missouri Department of Public Safety is pleased to inform you that your agency has been awarded \$25,000.00 for the application submitted for the FY 2022 LVCP. Enclosed is the Subaward Agreement, please carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions, you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than February 28, 2022.

Enclosed is a grant folder for you agency to use to file all grant related records. Please do <u>not</u> return the folder to our agency.

An email will be sent with the <u>mandatory</u> Compliance Workshop Training information. If your agency has not received the email, please contact your Grant Specialist, as your award will not be marked "Underway" until it has been completed.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Becky Block at (573) 522-3458 or Rebecca.Block@dps.mo.gov.

Sincerely,

Michelle Branson, Grants Supervisor Missouri Department of Public Safety

Michell Branson

Criminal Justice/Law Enforcement Unit



## Missouri Department of Public Safety

#### AWARD AGREEMENT

Criminal Justice/Law Enforcement		Unif		
	P.O. Box 749, Jefferson City, MO 65101		DATE	
	Telephone: 573-526-1928 Fax: 573-751-539	9	2/10/2022	
DI IC SAFET	1010pine 1. 1. 0.00 1.00 1.01 0.00		AWARD NUMBER	
			2022-LVCP-0	9
RECIPIENT NAME			DUNS NUMBER	
Jackson County, Sheriff's Office			799953617	••
ADDRESS				
4001 NE Lake	ewood Ct			
CITY	4.0	STATE	· 1	ZIP CODE
Lee's Summi	t	МО		64064
TOTAL AMOUNT	OF STATE			<u> </u>
\$25,000.00				·
PRÓJECT PERIOD FROM		PROJECT PERIOD TO		
02/01/2022		05/30/2022		
PROJECT TITLE		FUNDED BY		
SFY 22 Local Violent Crime Prevention Grant (LVCP)		Missouri Department of Public Safety		
METHOD OF PAY	MENT (Reimbursement Advanced)			
Reimburseme	ent			
	CONTACTIN			
NAME	CJ/LE GRANT CONTACT		ECIPIENT PRO	OJECT DIRECTOR
Becky Block		NAME Sheriff Darryl Forte		
E-MAIL ADDRESS		ADDRESS (If different from above)		
Rebecca.Bloo	ck@dps.mo.gov		ŕ	
TELEPHONE		CITY, STATE AND ZIP CODE		
(573) 522-3458				
PROGRAM MANA		TELEPHONE	E-MAIL A	ADDRESS
Joni McCarte	r	816-541-8017	dlforte	@jacksongov.org
SUMMARY DESCR	RIPTION OF PROJECT	111		
The purpose	of the LVCP Grant is to provide funding to	support the estab	lishment and	enhancement of local violent
crime prevent	tion programs within local law enforcement,	and improve the	auality of crit	me data reporting in
	/ith the National Incident-Based Reporting S			

reduction efforts by improving trust and cooperation between communities and law enforcement in the state of Missouri. Additionally, it will create accountability for law enforcement agencies in establishing and maintaining positive relationships with the community.

AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APP	ROVAL
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OF	FICIAL
Sandra K. Karsten, Director		Presiding Commissioner Frank White	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE

THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM SFY 2022 LVCP	RECIPIENT  Jackson County, Sheriff's Office
AWARD NUMBER 2022-LVCP-09	DATE 2/10/2022
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#### AWARD AGREEMENT

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Article I - Governing Directives: The Recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "LVCP Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

**Article II - Compliance Training:** As a recipient of state funds, the Recipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be hosted as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil right compliance, monitoring responsibilities, record retention, internal controls and accounting responsibilities.

**Article III - Non-Supplanting:** The Recipient assures that federal and/or state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

Article IV - Change in Personnel: The Recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants as a Program Revision.

Article V - Subaward Adjustments: The Recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Recipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

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Article VI – Monitoring: The Recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

Article VII - Protection from Reprisal for Disclosures: The Recipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this award, a gross waste of the funds under this award, an abuse of authority relating to the funds under this award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this award.

**Article VIII - Fair Labor Standards Act**: All Recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Article IX - Employment of Unauthorized Aliens: Pursuant to Section 285.530.1 RSMo, the Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**Article X – Relationship:** The Recipient agrees that it will represent itself to be an independent Recipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

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Article XI – Texting While Driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Article XII - Computer Networks:** The Recipient understands and agrees that funds awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

**Article XIII - Unlawful Employment Practices:** The Recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article XIV - Discrimination in Public Accommodations: The Recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

**Article XV - Fund Availability:** The Recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

**Article XVI - Release of Funds:** The Recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the Recipient Authorized Official and Recipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

**Article XVII - Duplicative Funding:** The Recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Recipient shall submit an award Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

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Article XVIII - Allowable Costs: The Recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The Recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Recipient also agrees to expend funds no later than the date identified in the "LVCP NOFO". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. The Recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

**Article XIX – Procurement:** The Recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XX – Buy American:** The Recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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**Article XXI - Buy Missouri:** The Recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article XXII – Compensation: The Recipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article XXIII – Suspension/Termination of Award: The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the Recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

**Article XXIV** – **Enforceability:** If a Recipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article XXV – National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR): The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

**Article XXVI – Vehicle Stops:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

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Article XXVII – Police Use of Force Transparency Act of 2021: The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article XXVIII - Federal Equitable Sharing Funds: The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article XXIX - Custodial Interrogations: The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

**Article XXX - DWI Law – Law Enforcement:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article XXXI - DWI Law - Prosecutors: The Recipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

**Article XXXII - Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "OSET Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

Article XXXIII - Body Armor: The Recipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Recipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

**Article XXXIV - Body Armor Policy:** The Recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

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The Recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.

**Article XXXV - Body-Worn Cameras:** The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article XXXVI - Body-Worn Camera Policy: The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The Recipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the award.

Article XXXVII - Criminal Intelligence Systems: The Recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

Article XXXVIII – Duplication of Networks: The Recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

**Article XL - Mitigation Plan:** The Recipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this award may be obligated to support methamphetamine lab operations unless the Recipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.

#### Article XXXIX - Criminal Justice/Law Enforcement Unit (CJ/LE), Specific:

By accepting this award, the Recipient agrees:

- 1. To participate in Status Report submissions, if applicable.
  - Status Report #1 and Final Claim for the period February 1, 2022 May 30, 2022, due by June 15, 2022
- 2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or

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exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Recipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.

- 3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
- 4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 6. To follow the grant program guidelines as stated in the DPS Administrative Guide for CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
- 7. In the event DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.
- 8. Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.