

REQUEST FOR LEGISLATIVE ACTION

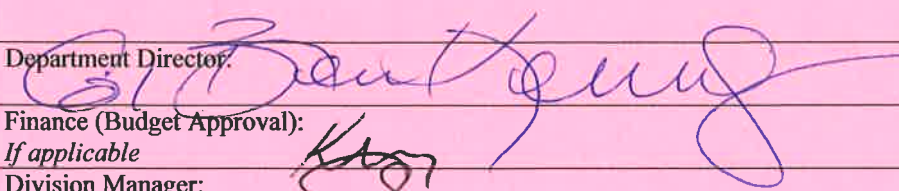
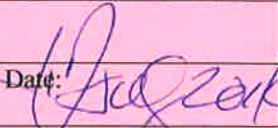
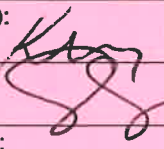
Completed by County Counselor's Office:

Res/Ord No.: 4641

Sponsor(s): Crystal Williams

Date: July 28, 2014

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Department-Deputy Sheriff Salary Supplement Fund</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>\$78055.40</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>\$78055.40</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 ²⁸¹⁰ 010-Grant Fund; 4214-Undesignated Funds Balance</td> <td>FROM ACCT \$78055.40</td> </tr> <tr> <td>TO ⁴²¹⁴ 010 Grant Fund 4250 Salary Supplementation;</td> <td>TO ACCT \$66008.80</td> </tr> <tr> <td>55010-Regular Salary</td> <td></td> </tr> <tr> <td>010 Grant Fund ⁴²⁰⁰ 4250 Salary Supplementation;</td> <td>\$5049.57</td> </tr> <tr> <td>55040-FICA</td> <td></td> </tr> <tr> <td>010 Grant Fund ⁴²¹⁴ 4250 Salary Supplementation;</td> <td>\$5940.79</td> </tr> <tr> <td>55050-Pension</td> <td></td> </tr> <tr> <td>010 Grant Fund ⁴²¹⁴ 4250 Salary Supplementation;</td> <td>\$1056.14</td> </tr> <tr> <td>55110-Workmens Compensation</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): \$127,727.03 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$78055.40	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$78055.40	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM ²⁸¹⁰ 010-Grant Fund; 4214 -Undesignated Funds Balance	FROM ACCT \$78055.40	TO ⁴²¹⁴ 010 Grant Fund 4250 Salary Supplementation;	TO ACCT \$66008.80	55010-Regular Salary		010 Grant Fund ⁴²⁰⁰ 4250 Salary Supplementation;	\$5049.57	55040-FICA		010 Grant Fund ⁴²¹⁴ 4250 Salary Supplementation;	\$5940.79	55050-Pension		010 Grant Fund ⁴²¹⁴ 4250 Salary Supplementation;	\$1056.14	55110-Workmens Compensation	
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 4387 January 17, 2012 /4428 July 23, 2012 /4539 June 24, 2013</p> <p>Prior resolutions and (date):</p>																										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Captain Dave Epperson (816)524-4302</p>																										
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$78055.40 from the undesignated fund balance for the Jackson County Sheriff's Department Deputy Sheriff Salary Supplement, and to authorize the County Executive to execute an agreement with the Missouri Department of Public Safety.</p> <p>This grant is awarded in the amount of \$78055.40 and requires no local matching funds. The term of the grant is from July 1, 2014 to June 30, 2015.</p>																										

	Please appropriate into the following accounts:	
	4214 010-4250-55010	\$66008.80
	4214 010-4250-55040	\$5049.57
	4214 010-4250-55050	\$5940.79
	4214 010-4250-55110	\$1056.14
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: 	Date: 
	Finance (Budget Approval): <i>If applicable</i>	Date: 7/21/14
	Division Manager: 	Date: 7/21/14
	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:
010-4214 2810	Grant Fund-Undesignated Fund Balance	\$78055.40

- 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.

July 2, 2014

Ms. Christine Lynde
Jackson County, Sheriff's Office
3310 NE Rennau
Lee's Summit, Missouri 64064

Re: Contract Number: **2015-DSSSF-042**

Dear Ms. Lynde:

The status of the above referenced application under the 2015 Deputy Sheriff Salary Supplementation Fund (DSSSF) funding opportunity has changed from "Approved" to "Awarded".

Enclosed is the Award of Contract and Certified Assurance pertaining to your award. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact the Missouri Department of Public Safety at the telephone number or email address listed below. The signatures must be original; stamped signatures will not be accepted!

The following documents must be received by the Missouri Department of Public Safety no later than **Wednesday, July 16, 2014**:

- Signed Award of Contract document
- Signed Certified Assurance document
- Printed copy of your 2015 DSSSF Application

To print a copy of your DSSSF application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the application on both sides of the paper. Also, please do not staple your application – use a paper clip or binder clip to keep the application together.

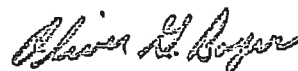
The above-referenced documents must be forwarded to the following address:

MO Department of Public Safety
Attn: CJ/LE Section
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

A signed copy of the Award of Contract and a copy of the Certified Assurances document will be made available for your records via the WebGrants system once finalized.

If you have questions or are unable to meet the above referenced deadline, please contact Ashley Virgin at (573) 522-3455 or Ashley.Virgin@dps.mo.gov or Nancy Capps at (573) 522-4094 or Nancy.Capps@dps.mo.gov.

Sincerely,



Oliver Glen Boyer
MOSMART Board Chair

cc: File

Enclosures

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)
AWARD OF CONTRACT**

Contractor Name: Jackson County, Sheriff's Office		
Contract Period: 7/1/2014 to 6/30/2015	State Funds Awarded: \$78,055.40	Contract Number: 2015-DSSSF-042

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Mike Sanders

Contractor Authorized Official Name



Contractor Authorized Official Signature

7/15/2014
Date

Mike Sharp

Contractor Project Director Name



Contractor Project Director Signature

7/15/14
Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the MOSMART Board.

MOSMART Board Signature

07/01/2014

Date

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)
2015 CERTIFIED ASSURANCES**

Contractor:	Jackson County, Sheriff's Office
Contract Number:	2015-DSSSF-042

The Contractor hereby assures and certifies compliance with all the following certified assurances:

1. The Contractor assures that it shall comply with the applicable provisions of the 2014 DSSSF Solicitation and other applicable state statutes or regulations.
2. **DSSSF:** The Contractor understands the DSSSF was created pursuant to Section 57.278 RSMo and consists of monies collected from charges for service received by county sheriffs under Section 57.280 RSMo. Furthermore, the Contractor assures that all monies received by the Sheriff under Section 57.280 RSMo have been paid to the County Treasury and the County Treasurer has paid, and will continue to pay, such monies to the State Treasurer.
3. **Administering Body:** The Contractor understands the Missouri Sheriff Methamphetamine Relief Taskforce (MOSMART) is the awarding body of the DSSSF program funds and the Missouri Department of Public Safety provides technical assistance in the form of financial and progress reporting, as well as monitoring oversight.
4. **Availability of Funds:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
5. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from the DSSSF award. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period and expend funds within 10 days following the contract period end date.
6. **Validity of Costs:** In the event it is determined the Contractor made false statements relating to a position and/or annual salary in order to receive DSSSF monies, the MOSMART Board may take action as deemed appropriate to recover any portion of the contract funds remaining and/or an amount equal to the portion of the contract funds wrongfully used.
7. **Pro-Ration of Supplemental Salary:** The Contractor understands that individuals in a grant-funded position must continue in a full-time, paid employment status to be eligible for continued supplemental salary. Individuals that enter an unpaid leave employment status are not eligible for supplemental salary if the unpaid leave status exceeds 10 hours in a 40-hour week. Furthermore, individuals that leave employment with the Contractor are not eligible for continued supplemental salary after their employment end date. The Contractor shall pro-rate, where applicable, the supplemental salary issued to the employee based on the prescribed format outlined in the *Administrative and Financial Guidelines – Pro-Ration of Supplemental Salary* section of the DSSSF Solicitation.
8. **Hourly Rate:** The Contractor understands that DSSSF monies paid to an individual shall be included with the individual's annual salary when calculating the individual's hourly overtime rate. The individual's hourly overtime rate, as applicable, is not merely based on the county approved annual salary but a combination of the county approved annual salary and supplemental salary, per a decision rendered by the U.S. Department of Labor.

9. **Wage Garnishments:** The Contractor understands DSSSF monies paid to an individual may be subject to increased wage garnishments. Some garnishments (e.g. child support) are based on the individual's monthly salary and as the monthly salary increases so does the wage garnishment amount.
10. **Non-Supplanting:** The Contractor assures that DSSSF monies made available under this contract 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. In the event it is determined the Contractor is supplanting, the MOSMART Board may take action as deemed appropriate to recover any portion of the contract funds remaining and/or an amount equal to the portion of the contract funds wrongfully used.
11. **Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program, to include, but not limited to: monthly Claim reports to request reimbursement of supplemental salary and fringe benefits and semi-annual Status Reports to provide feedback. Failure to submit reports by the deadline dates as outlined in the *Administrative and Financial Guidelines* section of the DSSSF Solicitation may result in delay of reimbursement and/or cancellation of the contract if the delinquency becomes problematic.
12. **Change in Personnel:** The Contractor 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' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
13. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the MOSMART Board. No additional funding shall be awarded to a Contractor 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 as a Contract Adjustment via WebGrants.
14. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety and/or MOSMART Board immediately upon request. The Contractor 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 and/or MOSMART Board shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
15. **Audit:** The Contractor agrees to comply with the guidelines set forth regarding audit requirements. This guidance states that organizations expending \$250,000 or more in state funds (from all sources including pass-through sub-awards) in the organization's fiscal year shall have a single, organization-wide, independently performed audit. The independent audit should be in accordance with "Government Auditing Standards". Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such independent audit must be forwarded to the Missouri Department of Public Safety.
16. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Contractor 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 Contractor 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 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.

17. **Unlawful Employment Practices:** The Contractor 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.
18. **Discrimination in Public Accommodations:** The Contractor 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.
19. **Uniform Crime Reporting (UCR):** The Contractor assures that its law enforcement agency is in full compliance with the provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
20. **Racial Profiling:** The Contractor assures that its law enforcement agency is in full compliance with the provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
21. **Federal Seizures:** The Contractor assures that its law enforcement agency is in compliance with the provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
22. **Custodial Interrogations:** The Contractor assures that its law enforcement agency is in full compliance with the 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.
23. **DWI Law:** The Contractor assures that its law enforcement agency is in full compliance with the provisions of Section 577.005 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.
24. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety for final review and signature by the MOSMART Board.
25. **Enforceability:** If a Contractor fails to comply with all applicable state requirements governing these funds, the MOSMART Board and/or Missouri Department of Public Safety may withhold or suspend, in whole or in part, funds awarded under the program, 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 laws.
26. **Fund Availability:** It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

27. **Renewal:** An *Award of Contract*, entered into as a result of this application, shall not bind or purport to bind the MOSMART Board or Missouri Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the MOSMART Board and Missouri Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the MOSMART Board or Missouri Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the MOSMART Board and Missouri Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the MOSMART Board and Missouri Department of Public Safety will result in the forfeiture of such a renewal option.
28. **Termination of Award:** The MOSMART Board and Missouri Department of Public Safety reserve the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the MOSMART Board or Missouri Department of Public Safety, become property of the State of Missouri.

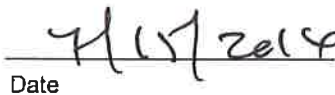
The Applicant Authorized Official and Applicant Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Mike Sanders

Contractor Authorized Official Name



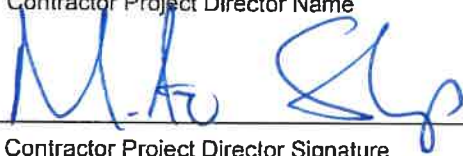
Contractor Authorized Official Signature



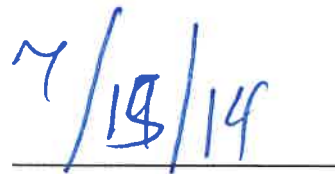
Date

Mike Sharp

Contractor Project Director Name



Contractor Project Director Signature



Date