

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4550

Sponsor(s): James D. Tindall

Date: August 12, 2013

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance transferring and appropriating funds for the purpose of the acceptance of the DART Grant.</u></p>																										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$254,078.45</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$254,078.45</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td> </tr> <tr> <td style="padding-left: 20px;">FROM</td> <td style="padding-left: 20px;">FROM ACCT</td> </tr> <tr> <td style="padding-left: 20px;">008 – Grant Fund; 2810 – Undesignated Fund Balance</td> <td style="padding-left: 20px;">\$161,694.35</td> </tr> <tr> <td style="padding-left: 20px;">008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Prevention; 56798 – Grant Match</td> <td style="padding-left: 20px;">TO ACCT</td> </tr> <tr> <td style="padding-left: 20px;">TO</td> <td style="padding-left: 20px;">\$92,384.10</td> </tr> <tr> <td style="padding-left: 20px;">008 – Anti Drug Sales Tax Fund; 4168 – DART Grant; 55010 – Regular Salary</td> <td style="padding-left: 20px;">\$171,121.60</td> </tr> <tr> <td style="padding-left: 20px;">008 – Anti Drug Sales Tax Fund; 4168 – DART Grant; 55040 – FICA</td> <td style="padding-left: 20px;">\$13,090.79</td> </tr> <tr> <td style="padding-left: 20px;">008 – Anti Drug Sales Tax Fund; 4168 - DART Grant; 55050 – Pension</td> <td style="padding-left: 20px;">\$15,400.94</td> </tr> <tr> <td style="padding-left: 20px;">008 – Anti Drug Sales Tax Fun; 4168- DART Grant; 55060 - Insurance</td> <td style="padding-left: 20px;">\$54,465.12</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)</p> <p><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:	\$254,078.45	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$254,078.45	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		FROM	FROM ACCT	008 – Grant Fund; 2810 – Undesignated Fund Balance	\$161,694.35	008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Prevention; 56798 – Grant Match	TO ACCT	TO	\$92,384.10	008 – Anti Drug Sales Tax Fund; 4168 – DART Grant; 55010 – Regular Salary	\$171,121.60	008 – Anti Drug Sales Tax Fund; 4168 – DART Grant; 55040 – FICA	\$13,090.79	008 – Anti Drug Sales Tax Fund; 4168 - DART Grant; 55050 – Pension	\$15,400.94	008 – Anti Drug Sales Tax Fun; 4168- DART Grant; 55060 - Insurance	\$54,465.12
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PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>4438 8/12</u></p> <p>Prior resolutions and (date): _____</p>																										

CONTACT INFORMATION	RLA drafted by (name, title, & phone): Jean Peters Baker, 8/5/13	
REQUEST SUMMARY	<p>Requesting an ordinance accepting the DART Grant awarded to Jackson County by the Department of Public Safety for the partial funding of two attorneys, one investigator and one paralegal. The total award amount is \$161,694.35. There is required local match of \$53,898.11. To complete this project, the Prosecutor's Office will provide an additional \$38,485.99 to pay for the unfunded portions of encumbants.</p> <p>Please transfer \$92,384.10 from 008-4156-56798 and appropriate \$161,694.35 into the accounts listed below:</p> <p>008-4168-55010 salary 171,121.60 008-4168-55040 fica 13,090.79 008-4168-55050 pension 15,400.94 008-4168-55060 insurance 54,465.12</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	Award letter, grant application	
REVIEW	Department Director: <i>Jean Peters Baker</i>	Date: 8-6-13
	Finance (Budget Approval): <i>Paul Matthe</i>	Date: 8/7/13
	Division Manager: <i>[Signature]</i>	Date: 8/7/13
	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 # _____
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Grant Fund – Undesignated Fund Balance	\$161,694.35
008-4156-56798	Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Drug Prevention; Grant Match	\$92,384.10

- 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.



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Grant Tracking

Grant: 2012-JAG-010 - Drug Abatement Response Team (DART) - 2013

Status: Underway

Program Area: Edward Byrne Memorial Justice Assistance Grant (JAG)

Grantee Organization: Jackson County, Prosecutor's Office

Program Officer: Eric Shepherd

Awarded Amount: \$161,694.35

Instructions

This component is a copy of the Budget form completed during the application process.

CHANGE IN GRANT-FUNDED PERSONNEL:

If you experience a change in grant-funded personnel, you must notify the MO Department of Public Safety immediately. Notification of the change(s) should be sent through the Correspondence component of WebGrants using the Change of Information Form. The Change of Information Form should include the effective date(s) of change, the name(s) of individuals, and a brief summary of the new individual's experience, certification, and job responsibilities.

BUDGET REVISION:

If you experience any of the following changes, you must submit a budget revision request through the Contract Adjustment component of WebGrants:

- 1) Changes that increase the cost of a line item by more than 10% within a budget category
- 2) Changes that increase the number of units of an item in any budget category (e.g. sending 2 individuals to a training rather than 1 individual, purchasing 2 computers rather than 1 computer, increasing internet service from 6 months to 12 months, etc)
- 3) Addition of a new line item in any budget category

Once you have submitted the Contract Adjustment and DPS has reviewed and approved the request, your Budget component will be negotiated for editing. The "Grant Component Negotiation" alert will be sent indicating your Budget component has been unlocked. Once this alert is received, navigate to this component and click "Correcting Version" to make the necessary edits.

To edit an existing line item, either click on the budget line's blue hyperlink to open the specific budget line or click Edit to open all budget lines and justification text boxes. To add a new budget line item, click the Add button for the applicable budget category. To edit the justification for a budget category, click Edit. Once complete, click Submit Component to send back to DPS for further review.

Once submitted, DPS will review the revised budget. Prior approval in the form of a Contract Adjustment Notice form must be received from the MO Department of Public Safety for any budget revisions. Final, signed Contract Adjustment Notices will be uploaded under the Contract Adjustment Notice component of WebGrants. The revised budget will not become the current version until final approval is obtained.

Personnel

[Return to Components](#)

- 1. Include all personnel to be funded on the proposed project. If the project includes more than one individual, repeat this step for each person.
- 2. The Total Cost will automatically calculate as Salary per Pay Period x Number of Pay Periods x % of Grant Funded Time.
- 3. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share Amount
1001	Caleb Clifford	Assistant Prosecuting Attorney	Retained FT		\$1,967.20	26.0	100.0	\$51,147.20	25.0	\$12,786.80	\$38,360.40
1002	Keith Harrison	Investigator	Retained FT		\$1,620.00	26.0	100.0	\$42,120.00	25.0	\$10,530.00	\$31,590.00
1003	Kelly Gibbs	Paralegal	Retained FT		\$1,308.80	26.0	100.0	\$34,028.80	25.0	\$8,507.20	\$25,521.60
1004	Matt Moeder	Assistant Prosecuting Attorney	Retained FT		\$1,605.60	26.0	100.0	\$41,745.60	25.0	\$10,436.40	\$31,309.20
								\$169,041.60		\$42,260.40	\$126,781.20

Personnel Justification

Personnel Justification

If personnel is not included in the budget, put N/A or leave this section blank.

If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a deion of the job responsibilities and the experience and/or any certification the individual possesses.

If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Caleb Clifford - DART Legal Action Attorney:

Mr. Clifford obtained his Bachelor of Arts in Political Science from William Jewell College in Liberty, Missouri. Subsequently, Mr. Clifford obtain his Juris Doctrate from the University of Missouri - KC. Mr. Clifford is currently a member in good standing with the Missouri Bar Association. Mr. Clifford's prior wok experience includes political campaign management and consulting, high school special education teacher and high school administrator

The DART Legal Action Attorney serves an essential role in the pursuit of and representation on civil actions through which DART problem properties are declared public nuisances, both real and personal property is forfeited; crucial participant in the assessment of next step actions against specific properties. Current responsibilities include: research legal issues; receive and record information regarding drug related seizures; review files for legal action; provide legal representation for the State of Missouri in forfeiture and nuisance cases.

The person in this position must possess a Juris Doctor from an accredited law school, must be licensed to practice law in the State of Missouri and must be in good standing with the Missouri Bar.

Keith Harrison - Investigator

Mr. Harrison has over 15 years of experience in Code and Law Enforcement. Specifically, Mr. Harrison was a patrol officer and undercover detective with the Kansas City Missouri Police Department over 7 years. Subsequently, Mr. Harrison served 5 years as a Liquor Control Agent with the Missouri State Alcohol and Tobacco Agency. Prior to joining the DART Unit, Mr. Harrison worked 5 years as a Code Officer for the City of Kansas City, Missouri; Mr. Harrison has worked with the Jackson County DART Unit over 2 years.

The Investigator performs significant background investigations critical to the investigation and closure of drug houses. Current responsibilities include: create, maintain and review files on properties; check tax and deed records in order to identify property owners; conduct background checks on property owners and occupants; conduct utility checks on DART properties; inspect DART properties; document activity and contacts in DART files; appear and testify in Municipal Court on trespassing actions; follow up on posted DART properties.

The person in this position must have at least 10 years of prior criminal investigation, law enforcement or code enforcement experience. Keith has been in this position for two years.

Kelly Gibbs - Paralegal

Ms. Gibbs has over 15 years of experience as a Jackson County Paralegal. Ms. Gibbs has over 100 hours of college level credits in pursuant of a Major in Industrial Safety and a Minor in Security. Prior to joining the Jackson County DART Unit, worked in retail management and program development.

The Paralegal handles all administrative aspects of DART; notice letters and follow up contact with owners; takes suspected drug activity reports and interfaces with law enforcement inquiries and referrals for investigation. Current responsibilities include: draft and send DART notice letters; follow-up DART properties; contact property owners; update DART files; take incoming calls; take suspected drug activity reports; update DART database and send to KCPD and other authorities; update posting and recertification lists; draft and send Section 8 letters; prepare monthly drug house statistics.

The person in this position should have a paralegal certificate or three or more years of experience as an administrative assistant or legal secretary. Kelly has been with the DART unit 15 years.

Matt Moeder - Community Drug Prosecutor

Mr. Moeder obtained his Bachelor of Arts in Political Science from the University of Kansas. Subsequently, Mr. Moeder obtain his Juris Doctrate from the University of Missouri - KC. Mr. Moeder is currently a member in good standing with the Missouri Bar Association. Mr. Moeder's prior wok experience includes a law clerk Shelter Law Office, interning at the Jackson County Youth Court and interning at the Jackson County Counselor's Office.

The Community Drug Prosecutor prosecutes drug and drug-related cases including, but not limited to, preliminary hearings, arraignments and probation dockets; file criminal charges against defendants involved in drug activity; file criminal charges against defendants involved in criminal activity in any way linked to the distribution and/or possession of illegal drugs.

The person in this position must possess a Juris Doctor from an accredited law school, must be licensed to practice law in the State of Missouri and must be in good standing with the Missouri Bar. Matt has been with the DART Unit one and a half years.

Personnel Benefits

1. Identify the fringe benefits for which funds are requested. If an individual is eligible for multiple benefits, repeat this step for each benefit.
2. The Total Cost will automatically calculate as Salary/Premium x Percentage/# of Periods x % of Funding Requested.
3. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share Amount
2001	FICA/Medicare	FICA/Medicare-Clifford	\$51,147.20	0.0765	100.0	\$3,912.76	25.0	\$978.19	\$2,934.57
2002	FICA/Medicare	FICA/Medicare-Moeder	\$41,745.60	0.0765	100.0	\$3,193.54	25.0	\$798.38	\$2,395.15
2003	FICA/Medicare	FICA/Medicare-Harrison	\$42,120.00	0.0765	100.0	\$3,222.18	25.0	\$805.54	\$2,416.63
2004	FICA/Medicare	FICA/Medicare-Gibbs	\$34,028.80	0.0765	100.0	\$2,603.20	25.0	\$650.80	\$1,952.40
						\$12,931.68		\$3,232.91	\$9,698.75
2005	Medical Insurance	Medical Insurance-Clifford	\$350.20	24.0	100.0	\$8,404.80	25.0	\$2,101.20	\$6,303.60
2006	Medical Insurance	Medical Insurance-Moeder	\$350.20	24.0	100.0	\$8,404.80	25.0	\$2,101.20	\$6,303.60
2007	Medical Insurance	Medical Insurance-Harrison	\$350.20	24.0	100.0	\$8,404.80	25.0	\$2,101.20	\$6,303.60
2008	Medical Insurance	Medical Insurance-Gibbs	\$350.20	24.0	100.0	\$8,404.80	25.0	\$2,101.20	\$6,303.60
						\$33,619.20		\$8,404.80	\$25,214.40
						\$46,550.88		\$11,637.71	\$34,913.15

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, put N/A or leave this section blank.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

FICA/Medicare is a required federal tax to pay for all county employees as set by the federal government as a rate of 7.65% of salary. It is calculated as follows:
 $\$169,041.60 \times .0765 = \$12,931.68$

Medical Insurance is a benefit provided to all County employees. The bi monthly rate of \$350.20 is set by the County's Finance Department. It is calculated as follows: \$350.20 x 24 pay periods x 4 employees = \$33,619.20

Personnel Overtime

1. Include all personnel-overtime to be funded on the proposed project. Repeat this step for each individual receiving overtime.
2. The Total Cost will automatically calculate as Hourly Overtime Pay x Hours on Project.
3. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Name	Title	Hourly Overtime Pay	Hours on Project	Total Cost	Local Match %	Local Match Share	Federal/State Share	Amount
					\$0.00		\$0.00		\$0.00

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, put N/A or leave this section blank.

If overtime is included in the budget, provide justification for the expense. Describe why overtime funding is necessary and how it will aid in the success of the project.

If an overtime pay rate increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Personnel Overtime Benefits

1. Identify the overtime fringe benefits for which funds are requested. If an individual is eligible for multiple benefits, repeat this step for each benefit.
2. The Total Cost will automatically calculate as Overtime/Premium x Percentage/# of Periods x % of Funding Requested.
3. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share	Amount
						\$0.00		\$0.00		\$0.00
						\$0.00		\$0.00		\$0.00

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, put N/A or leave this section blank.

If overtime benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Travel/Training

1. Itemize travel or training expenses by event or type. Repeat this step to include each expense.
2. Tuition or registration fees should be included on this form, but Consultant or Trainer Fees must be included under the Contractual budget category.
3. Travel must be by the most direct, practical route with prudence to the use of state funds. Costs should be estimated based on the most restrictive travel policy. Airfare costs shall include airfare and baggage fees, where applicable, and are allowed for coach travel only. Lodging expenses shall adhere to federal per diem rates, which can be found at www.gsa.gov. Meal expenses shall adhere to state per diem rates, which can be found at www.aa.mo.gov. Mileage expenses shall not exceed the state's mileage allowance rate, which can be found at www.aa.mo.gov.
4. The Total Cost will automatically calculate as Unit Cost x Duration x Number.
5. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share	Amount
						\$0.00		\$0.00		\$0.00

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, put N/A or leave this section blank.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Equipment

1. Itemize equipment by item. To include more than one item, repeat this step for each budget item.
2. Equipment is defined as tangible property, having a useful life of more than one year. Equipment must be recorded and tracked in an Inventory Control Listing and tagged to reflect its source of funding, where possible. Items not meeting these guidelines should be listed in the Supplies/Operations budget category.
3. The Total Cost will automatically calculate as Unit Cost x Quantity x % of Funding Requested.
4. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share	Amount
							\$0.00		\$0.00		\$0.00

Equipment Justification

Equipment Justification

If equipment is not included in the budget, put N/A or leave this section blank.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

Supplies/Operations

1. List by type of supply or operational expense. To include more than one supply or operational expense, repeat this step for each budget item.
2. The Total Cost will automatically calculate as Unit Cost x Quantity x % of Funding Requested.
3. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share Amount
						\$0.00		\$0.00	\$0.00

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, put N/A or leave this section blank.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual

1. List by type of contractual support or consultant service. To include more than one type of contractual service, repeat this step for each item.
2. Consultant services shall not exceed \$450 for an 8-hour day (or \$56.25/hour). Rates exceeding this amount would be subject to approval by the Bureau of Justice Assistance.
3. The Total Cost will automatically calculate as Unit Cost x Quantity x % of Funding Requested.
4. The Local Match Share will automatically calculate as Total Cost x Local Match %. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share Amount
						\$0.00		\$0.00	\$0.00

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, put N/A or leave this section blank.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Total Budget

Total Federal/State Share:	\$161,694.35	75.0%
Total Local Match Share:	\$53,898.11	25.0%
Total Project Cost:	\$215,592.48	

Last Edited By: Joan Dudenhoefler, 07/15/2013



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT

P.O. Box 749
Jefferson City, Missouri 65102
Phone: (573) 751-4905

Program Area: 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program	Catalog of Federal Domestic Assistance (CFDA) #: 16.738
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Contractor Name:
Jackson County, Prosecutor's Office

Project Title:
Drug Abatement Response Team (DART)


Contract Period: 7/1/2013 to 6/30/2014	State/Federal Funds Awarded: \$161,694.35	Contract Number: 2012-JAG-010
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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.

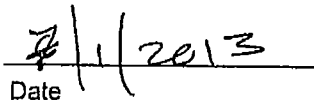
The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Michael Sanders

Contractor Authorized Official Name



Contractor Authorized Official Signature

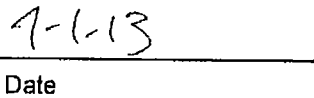

Date

Caleb Clifford

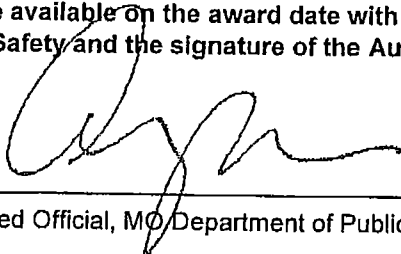
Contractor Project Director Name



Contractor Project Director Signature


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 Authorized Official of the Missouri Department of Public Safety.



Authorized Official, MO Department of Public Safety

07/01/2013

Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**



2013 CERTIFIED ASSURANCES

Contractor Name:	Jackson County, Prosecutor's Office	Contract Number:	2012-JAG-010
Project Title:	Drug Abatement Response Team (DART)		

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

1. The Contractor assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C.), the 2013 JAG Solicitation, and other applicable federal and state laws, orders, circulars, or regulations.
2. **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.
3. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from their JAG 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. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Contractor shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Contractor certifies that all expendable and non-expendable property purchased with JAG funded shall be used for criminal justice purposes only.
4. **Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program as outlined in the JAG Solicitation. The reports requested may require reporting on fiscal, operational, and statistical matters. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
5. **Drug Task Force Training:** The Contractor agrees to complete, where applicable, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the JAG Solicitation. The training is intended for the task force commander, agency executive, task force officers, and other task force members of equivalent rank.
6. **Bulletproof Vests:** The Contractor understands if monies are requested and awarded for the purchase of bulletproof vests that JAG funds may be used to purchase vests, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Further, the Applicant understands that bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
7. **Bulletproof Vest Policy:** The Contractor understands if monies are requested and awarded for the purchase of bulletproof vests that the law enforcement agency must have a written "mandatory wear" policy in effect. Per 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. The Contractor 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.
8. **Non-Supplanting:** The Contractor assures that federal JAG grant funds made available under this contract will not be used to supplant state and 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.

9. **Project Income:** The Contractor agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Contractor understands that all project income generated as a result of this contract shall be expended during the life of the contract.

10. **Duplication of Networks:** The Contractor assures that all equipment/software requested and purchased under this contract application 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

11. **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.

12. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. 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.

13. **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, Office of the Director, 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, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

14. **Financial Guide:** The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

15. **Procurement:** The Contractor 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 Contractor assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the JAG solicitation 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. Items costing less than \$3,000 may be purchased with prudence on the open market.
- C. All purchases estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
- D. All purchases with an estimated expenditure of \$25,000 or over 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.
 - i. Sole source procurement of a unit cost of budget items greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement of a unit cost of budget items costing \$100,000 or more requires prior U.S. Department of Justice approval, which must be obtained by the Missouri Department of Public Safety.

16. **Audit:** The Contractor agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This guidance states that non-federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of as further described in the OJP Financial Guide, Chapter 24, Audit Requirements. The Contractor assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.
17. **Lobbying:** The Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars. Refer to the OJP Financial Guide, Chapter 18, Unallowable Costs for more information.
18. **Civil Rights/EEOP:** The Contractor acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Contractor is required to submit one pursuant to 28 CFR Section 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Contractor is in compliance. Compliance of this condition will be reviewed during the monitoring site visit.
19. **Discrimination:** The Contractor acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

The Contractor assures that it will comply, and all of its sub-contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3789d(c)(1)), Section 504 of the Rehabilitation Act (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12132), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681), and the Age Discrimination Act of 1975 (42 U.S.C. 6102).
20. **Enforcing Civil Rights Laws:** The Contractor acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
21. **Finding of Discrimination:** The Contractor assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Contractor will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
22. **Limited English Proficiency (LEP):** The Contractor acknowledges that recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs or activities for persons with LEP, in accordance with the U.S. Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. For more information, visit <http://www.lep.gov>.
23. **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.

24. **Uniform Crime Reporting (UCR)**: The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
25. **Racial Profiling**: The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
26. **Federal Seizures**: The Contractor assures that 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 received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
27. **Custodial Interrogations**: The Contractor assures that its law enforcement agency is in full 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.
28. **DWI Law**: The Contractor assures that its law enforcement agency is in full compliance with the state 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.
29. **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 Contractor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
30. **Compensation**: The Contractor understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant 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 Contractor 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.
31. **Mitigation Plan**: The Contractor agrees to fully comply with the Missouri Department of Public Safety's Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations. No monies from this award may be obligated to support methamphetamine lab operations unless the Contractor agrees to this special condition and fully participates in implementation of the Mitigation Plan.
32. **NEPA**: The Contractor agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, prior to obligating grant funds, the Contractor agrees to first determine if any of the below activities will be related to the use of the grant funds.

The Contractor understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Contractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

33. **Criminal Intelligence Systems**: The Contractor 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.
34. **Drug-Free Workplace Act of 1988**: The Contractor assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
35. **Debarment**: This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Contractor certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this application 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 records, 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 had one or more public transactions (Federal, State, or Local) terminated for cause or default
36. **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, Office of the Director for final review and signature by the Director or his/her designee.
37. **Enforceability**: If a Contractor fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri 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 and federal laws.
38. **Fund Availability**: 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.
39. **Renewal**: An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the 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 Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

40. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves 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 Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

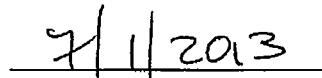
The Contractor Authorized Official and Contractor Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Michael Sanders

Contractor Authorized Official Name



Contractor Authorized Official Signature



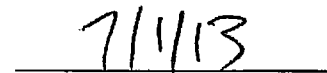
Date

Caleb Clifford

Contractor Project Director Name



Contractor Project Director Signature



Date