

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$131,888.00 from the fund balance of the 2012 Grant Fund in acceptance of a grant received from the Missouri Sheriff Methamphetamine Relief Task Force (MoSMART) for the Sheriff's Office Deputy Sheriff Salary Supplement Fund Program and authorizing the County Executive to execute an agreement with MoSMART for the expenditure of the grant funds.

ORDINANCE #4428, July 23, 2012

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$131,887.50 by the Missouri Sheriff Methamphetamine Relief Task Force (MoSMART) for the Deputy Sheriff Salary Supplement Fund (DSSSF) Program for the period July 1, 2012, through June 30, 2013; and,

WHEREAS, the grant is administered by the Missouri Department of Public Safety and will partially cover funding for the deputy sheriffs' salaries; and,

WHEREAS, an appropriation is necessary in order to place the grant funds in the proper spending accounts; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the 2012 Grant Fund be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Deputy Salary Supplementation 010-4213	45830 – Increase Revenues	\$131,888	
010-2810	Undesignated Fund Balance		\$131,888
010-2810	Undesignated Fund Balance	\$131,888	
010-4213	55010 – Regular Salaries		\$109,215
010-4213	55040 – FICA		\$ 8,355
010-4213	55050 – Pension		\$ 12,571
010-4213	55110- Worker’s Compensation		\$ 1,747

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached agreement and any other documents necessary to give effect to said grant.

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

APPROVED AS TO FORM:

Jim D. Haden
Chief Deputy County Counselor

W. Michael Sanders
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4428 introduced on July 23, 2012, was duly passed on July 23, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

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

7.23.12
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4428.

Date

Michael D. Sanders
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$131,888.00

July 18, 2012
Date

[Signature]
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4428
 Sponsor(s): James D. Tindall
 Date: July 23, 2012

<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>\$131,887.50</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>\$131,887.50</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <table border="1"> <tr> <td>Source of funding (name of fund) and account code number; FROM</td> <td>FROM ACCT</td> </tr> <tr> <td>010-Grant Fund; 2810-Undesignated Funds Balance</td> <td>\$131,887.50</td> </tr> <tr> <td>TO</td> <td>TO ACCT</td> </tr> <tr> <td>010 Grant Fund 4213 Salary Supplementation;</td> <td></td> </tr> <tr> <td>55010-Regular Salary</td> <td>\$109,214.56</td> </tr> <tr> <td>010 Grant Fund 4213 Salary Supplementation;</td> <td></td> </tr> <tr> <td>55040-FICA</td> <td>\$8,354.91</td> </tr> <tr> <td>010 Grant Fund 4213 Salary Supplementation;</td> <td></td> </tr> <tr> <td>55050-Pension</td> <td>\$12,570.60</td> </tr> <tr> <td>010 Grant Fund 4213 Salary Supplementation;</td> <td></td> </tr> <tr> <td>55110-Workmens Compensation</td> <td>\$1,747.43</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): \$6,313.00 Prior Year Actual Amount Spent (if applicable): \$4,516.16-ONGOING</p>	Amount authorized by this legislation this fiscal year:	\$131,887.50	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$131,887.50	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM	FROM ACCT	010-Grant Fund; 2810-Undesignated Funds Balance	\$131,887.50	TO	TO ACCT	010 Grant Fund 4213 Salary Supplementation;		55010-Regular Salary	\$109,214.56	010 Grant Fund 4213 Salary Supplementation;		55040-FICA	\$8,354.91	010 Grant Fund 4213 Salary Supplementation;		55050-Pension	\$12,570.60	010 Grant Fund 4213 Salary Supplementation;		55110-Workmens Compensation	\$1,747.43
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 4387 1-17-2012</p> <p>Prior resolutions and (date):</p>																														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sgt. G. De Mo 816-524-4302 x 72218</p>																														
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$131,887,50 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 \$131,887.50 and requires no local matching funds. The term of the grant is from July 1, 2012 to June 30, 2013.</p> <p>Please appropriate into the following accounts:</p>																														

	010-4213-55010 \$109,214.56 010-4213-55040 \$8,354.91 010-4213-55050 \$12,570.60 010-4213-55110 \$1,747.43																
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	Deputy Sheriff Salary Supplemental Fund Award Contract.																
REVIEW	<table border="1"> <tr> <td>Department Director:</td> <td><i>M. J. Selig</i></td> <td>Date:</td> <td>7-12-12</td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td><i>Spical Matthews</i></td> <td>Date:</td> <td>7/17/12</td> </tr> <tr> <td>Division Manager:</td> <td><i>SW</i></td> <td>Date:</td> <td>7/17/12</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> <td></td> </tr> </table>	Department Director:	<i>M. J. Selig</i>	Date:	7-12-12	Finance (Budget Approval): If applicable	<i>Spical Matthews</i>	Date:	7/17/12	Division Manager:	<i>SW</i>	Date:	7/17/12	County Counselor's Office:		Date:	
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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 source below _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund-Undesignated Fund Balance	131,887.50

- 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.

June 25, 2012

Colonel Hugh Mills
Jackson County, Sheriff's Office
3310 NE Rennau Drive
Lee's Summit, Missouri 64064

Re: 2013 Deputy Sheriff Salary Supplementation Fund (DSSSF) Program
2013-DSSSF-038

Dear Colonel Mills:

The status of the above referenced application under the 2013 Deputy Sheriff Salary Supplementation Fund (DSSSF) funding opportunity has changed from "Approved" to "Awarded". All necessary application revisions have been received and reviewed at this time.

Enclosed is one (1) Award of Contract and Certified Assurance document pertaining to your award. The Authorized Official and Project Director, as identified in your application, must sign each document. The signatures must be original – stamped signatures will not be accepted!

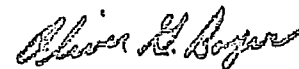
The signed Award of Contract document and Certified Assurance document must be received by the Missouri Department of Public Safety at the following address no later than **Tuesday, July 17, 2012**:

MO Department of Public Safety
Attn: CJ/LE Section
PO Box 749
301 W. High Street, Room 870
Jefferson City, MO 65102

All mail correspondence should be mailed to the attention of the CJ/LE Section. Please remember that your contract is not final until the Board Chair of the MoSMART Board signs it. A signed copy of the Award of Contract and a copy of the Certified Assurances document will be returned for your records.

If you have questions or are unable to meet the above referenced deadline due to absence of the signing persons or a lengthy approval process, please contact Eric Shepherd, Program Manager with the MO Department of Public Safety at (573) 751-5997 or Amy Lehman, Program Clerk with the MO Department of Public Safety at (573) 522-3455.

Sincerely,



Sheriff 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: 7/1/2012 to 6/30/2013	State Funds Awarded: \$131887.5	Contract Number: 2013-DSSSF-038

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.

COUNTY EXECUTIVE MIKE SANDERS

Contractor Authorized Official Name

Contractor Authorized Official Signature

Date

SHERIFF MIKE SHARP

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 MOSMART Board Chair.

07/01/2012

MOSMART Board Chair Signature

Date

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)
2013 CERTIFIED ASSURANCES**

Contractor:	Jackson County, Sheriff's Office
Contract Number:	2013-DSSSF-038

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 2013 DSSSF Solicitation and other applicable state statutes or regulations.
2. 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 (MO DPS) provides technical assistance in the form of financial and monitoring oversight.
3. The Contractor understands applications for the 2013 DSSSF program funds were submitted on paper but that all correspondence and reports will be managed via the online WebGrants grants management system maintained by the Missouri Department of Public Safety. These correspondence and reports shall include, but not be limited to, Claims, Status Reports, Contract Adjustments, Correspondence, Attachments, and other required documentation as required by the contract.
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.
6. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the MoSMART Board and/or 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 in the online WebGrants grants management system, which can be accessed at <https://dpsgrants.dps.mo.gov>.
7. **Validity of Costs:** The Contractor understands in the event a position is determined to be unauthorized or ineligible based on the review criteria set by the MoSMART Board or the program guidelines in general, or if it is determined supplanting is an issue with a position(s), the Contractor understands it must return funds dispersed on behalf of the unauthorized, ineligible, or supplanted position under the said contract.
8. **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 a semi-annual Status Reports to provide data and feedback. Failure to submit reports by the deadline dates may result in delay for reimbursement requests.
9. **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 shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

10. **Non-Supplanting:** The Contractor assures that state DSSSF grant funds made available under this contract will not be used to supplant other 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.
11. **Audit:** The Contractor agrees to comply with the guidelines set forth by the Missouri Department of Public Safety regarding audit requirements, which states: "if an organization expends \$250,000 or more in state funds in the organization's year, the organization shall have an organization-wide, independently performed audit". The audit should be in accordance with "Government Auditing Standards" covering financial audits. Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such audit or financial statement must be forwarded to the Missouri Department of Public Safety.
12. **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.
13. **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.
14. **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.

15. **Peace Officer Certification:** the Contractor assures that its law enforcement agency is in full compliance with Sections 590.100 to 590.180, RSMo relating to peace officer certification. Section 590.180 RSMo, subsection 2 requires that, *"Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 or who is otherwise in violation of any provision of section 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."*
16. **UCR/Racial Profiling Reports:** 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 section 590.650 RSMo relating to racial profiling.
17. **Federal Seizure Audit:** the Contractor assures that its law enforcement agency is in compliance with the provisions of section 513.653 RSMo regarding the need to acquire an independent audit of federal seizures and the proceeds received therefrom. The Contractor also agrees to forward a copy of such to the Missouri Department of Public Safety and the Missouri State Auditor's Office.
18. **Custodial Interrogations:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 590.700 RSMo relating to the adoption of 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.

19. **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 adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503 RSMo.
20. **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 MoSMART Board Chair.
21. **Enforceability:** If a Contractor fails to comply with all applicable 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 laws.
22. **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.
23. **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.
24. **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 contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

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.

COUNTY EXECUTIVE MIKE SANDERS

Contractor Authorized Official Name

Contractor Authorized Official Signature

Date

SHERIFF MIKE SHARP

Contractor Project Director Name

Contractor Project Director Signature

Date