

R. 20377

**Timothy Lowery**  
Foundation Chairman

**Robert Shockey**  
Executive Director



Mailing Address: 1001 E. High St.  
Jefferson City, MO 65101  
Telephone: 573-636-5444  
Fax: 573-636-6634

MISSOURI  
**Police Chiefs Charitable Foundation**

January 7, 2020

Jackson County Sheriff's Office  
Darryl Forte'  
415 E. 12th Street, 2nd Floor  
Kansas City, MO 64016

**RE: FY18 LEPTA Online Training Grant**  
**Award #EMW2018-SS-00044-17**

To the Attention of: Darryl Forte'

Enclosed is the FY18 SHSP Subaward Agreement for the FY18 LEPTA Online Training in the amount of \$4200. This covers the 120 officers that you requested in your grant application. We ask that you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents and current roster to our office at the address listed above no later than February 3, 2020. If you can also email that roster to the Virtual Academy representative

The project period of performance for this award began September 1, 2018 and ends August 31, 2020.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact me at (573) 636-5444 or Andy Wills at (870) 510-7521 or [andy.wills@virtualacademy.com](mailto:andy.wills@virtualacademy.com)

Sincerely,

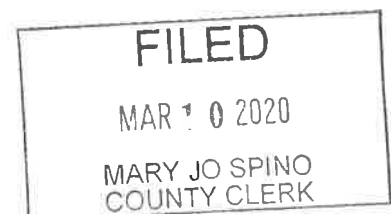
*Sue E Lindsey*

Sue Lindsey, Grant Project Manager  
Missouri Police Chiefs Association  
Missouri Police Chiefs Charitable Foundation

Attachment(s): Subaward Agreement  
Articles of Agreement/Special Conditions

This Grant Funding was made possible through the following:

Department of Homeland Security  
Missouri Dept of Public Safety,  
Office of Homeland Security



# SUBAWARD AGREEMENT



Missouri Police Chiefs Charitable Foundation  
 1001 East High Street  
 Jefferson City, MO 65101  
 Telephone: 573-636-5444 Fax :573-636-6634

DATE 1/07/2020	
FEDERAL GRANT NUMBER EMW-2018-SS-00044	OHS CONTROL NUMBER 17

SUBRECIPIENT NAME Jackson County Sheriff's Office		DUNS NUMBER 117044176	
ADDRESS 415 E. 12th Street, 2nd Floor			
CITY Kansas City	STATE MO	ZIP CODE 64016	
TOTAL AMOUNT OF THE FEDERAL AWARD \$ 4200		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4200	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT 4200		TOTAL APPROVED COST SHARING OR MATCHING N/A	
PROJECT PERIOD FROM 09/01/2018	PROJECT PERIOD TO 08/31/2020	FEDERAL AWARD DATE 08/16/2018	
PROJECT LETPA FY 2018 Missouri Police Chiefs, Online Training Grant		FUNDED BY FY 2018 SHSP LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITY	
FEDERAL AWARDOING AGENCY Department of Homeland Security MO Dept of Public Safety, Office of Homeland Security	PASS THROUGH ENTITY Missouri Police Chiefs Charitable Foundation	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

### CONTACT INFORMATION

AWARDING AGENCY GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR
NAME Sue Lindsey	NAME Darryl Forte
E-MAIL ADDRESS slindsey@mopca.com	ADDRESS (if different from above) CITY, STATE AND ZIP CODE
TELEPHONE 573-636-5444	
AWARDING OFFICER Tim Lowery, MPCCF Chairman	TELEPHONE 816-541-8017
	E-MAIL ADDRESS cdegroff@jacksongov.org

**SUMMARY DESCRIPTION OF PROJECT**  
 The purpose of the FY 2018 HSFP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United State. The HSFP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities essential are not exclusive to any single government, organization, or community, but rather, require the combined effort of the whole community. **These funds are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C 607**

APPROVED AS TO FORM:

County Counselor

ATTEST:

Clerk of the County Legislature

### AWARDING AGENCY APPROVAL

### SUBRECIPIENT AUTHORIZED OFFICIAL APPROVAL

TYPED NAME AND TITLE OF AWARDOING AGENCY OFFICIAL Timothy Lowery, Chairman		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
SIGNATURE OF APPROVING AWARDOING AGENCY OFFICIAL 	DATE January 7, 2020	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE

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

GRANT PROGRAM FY 2018 LEPTA – On Line Training	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

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**Article I – Summary Description of Award**

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article III - Whistleblower Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.

**Article IV - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article V - USA Patriot Act of 2011**

Subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

**Article VI – Universal Identifier and System of Award Management (SAM)**

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

**Article VII – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

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**Article VIII – Rehabilitation act of 1973**

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article IX – Trafficking Victims Protection Act of 2000**

Subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

**Article X – Terrorist Financing**

Subrecipients must comply with E.O 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

**Article XI SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XII – Reporting Subawards and Executive Compensation**

Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

**Article XIII – Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

**Article XIV - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

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**Article XV – Title VI of the Civil Rights Act of 1964-Title VI**

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article XVII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles I, II and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

**Article XVIII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XIX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XX– Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article XXI – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

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**Article XXII – Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article XXIII – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

**Article XXIV - Non-supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

**Article XXVI – National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including and extension, continuation, renewal, amendment, or modification.

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**Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XXIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. §2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. §2225).

**Article XXX- Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXXI – Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXXII - Federal Debt Status**

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of (31 U.S.C. § 3729) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 38 U.S.C. § 3801-3812) which details the administrative remedies for false claims and statements made.

**Article XXXIV - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. § 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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**Article XXXV – Education Amendments of 1972 (Equal Opportunity in Education) – Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXXVII - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

**Article XXXVIII - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

**Article XXXIX – DHS/OHS Specific Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with the applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

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3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
- 4.
5. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
6. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Missouri Office of Homeland Security at 1101 N. Riverside Dr., Jefferson City, MO 65102.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, (including LEP), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case of matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the Missouri Office of Homeland Security at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

**Article XL – MISSOURI POLICE CHIEFS CHARITABLE FOUNDATION, Specific**

By accepting this award, the subrecipient agrees:

- Applicable Articles of Agreement
  - Applicable Grant Program Guidance/ Notice of Funding Opportunity Announcement (NOFO)
  - Subaward Agreement
1. Subrecipients receiving funds for On Line Training must provide a current roster of all LE Officers including individual Post Numbers, when returning this signed subaward agreement.
  2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
  3. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
    - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
    - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.

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4. MPCCF reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the MPCCF, become property of MPCCF. The subrecipient shall be entitled to receive Post Credit Hours for the work completed prior to the effective date of termination.
5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the *Information Bulletins* released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
7. In the event MPCCF determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
8. To submit Grant Status Reports to MPCCF by the due dates of March 30, 2020 and June 30, 2020 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to MPCCF within 45 days after the end of the project period.
9. Each Officer **MUST** complete the following required courses:
  - The Bulletproof Mind for Law Enforcement
  - Violent Jihadist
  - Isis and Social Media
  - Fentanyl
  - Combatting Human Trafficking

*Not Required but are suggested*

  - Investigating & Prosecuting Cyber Predators
  - Generational Differences
  - Human Fatigue in 24/7 Operations
  - De-escalation

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# VIRTUAL ACADEMY

## VIRTUAL ACADEMY SOLUTION AGREEMENT

### Cover Sheet

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the "Agreement") is entered into as of the date of the later signature below ("Effective Date") by and between Virtual Academy, a division of Savant Learning Systems, Inc. ("Virtual Academy"), and the law enforcement agency identified below ("Law Enforcement Agency").

A. WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a "Solution" and, collectively, the "Solutions") designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy's custom on-line training management system ("TMS"), currently offered under the brand "Virtual Academy."

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency ("Elected Solution(s)") as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

#### Elected Solutions

Package Options	Number of Users
LETPA Grant Full TMS & Catalog (LETPA Classes Required) Funded by Missouri Police Chiefs Association	120

VIRTUAL ACADEMY, A DIVISION OF SAVANT LEARNING SYSTEMS, INC.

By:   
(signature)  
 Name: Ronnie Camahan  
 Title: EVP  
 Date: \_\_\_\_\_

Jackson County Sheriff's Office  
(department name)  
 By:   
(signature)  
 Name: Deputy Farris  
 Title: Sheriff  
 Date: 2-19-20

APPROVED AS TO FORM  
  
 Counselor

ATTEST:  
  
 Clerk of the County Legislature

## VIRTUAL ACADEMY SOLUTION AGREEMENT – TERMS AND CONDITIONS

1. **TMS Access.** Virtual Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicenseable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.
2. **Virtual Academy Warranty.** Virtual Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. Virtual Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.
3. **Access.** Virtual Academy will use commercially reasonable efforts to provide continuous access to the Virtual Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of Virtual Academy. Law Enforcement Agency understands that Virtual Academy cannot guarantee access at all times. Virtual Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond Virtual Academy's reasonable control, including power outages, and damage to or defects in computer hardware.
4. **Maintenance and Software Upgrades.** Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of Virtual Academy. Virtual Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.
5. **Compliance with Certain Regulatory Requirements.**
  - a. **Privacy Protection.** Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.
6. **Confidentiality.** To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents Virtual Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes Virtual Academy to monitor performance and/or service level information and data associated with Law Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and Virtual Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.
7. **Intellectual Property.** Virtual Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). Virtual Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.
8. **Proprietary Rights and Restrictions.** Virtual Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:
  - a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;
  - b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;
  - c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to Virtual Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;
  - d. Upload, or attempt to upload, to Virtual Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States.
9. **Trademarks.** During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency grants Virtual Academy a limited, non-exclusive license to use Law Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling

Virtual Academy's obligations and exercising Virtual Academy's rights hereunder

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of Virtual Academy, which Virtual Academy may withhold in its sole discretion.

11. Compensation. Law Enforcement Agency shall pay to Virtual Academy the amounts on the schedule set forth on the Cover Page.

12. Payment Terms. Payment is due upon receipt of invoice. Law Enforcement Agency and Virtual Academy hereby agree that:

a. Late payments are subject to an interest charge of 1.12% per month, or the maximum rate permitted by law, if lower.

b. If Virtual Academy incurs costs in collecting overdue invoices, Law Enforcement Agency is responsible for collection costs including reasonable attorneys' and/or collection fees.

c. Law Enforcement Agency may not reduce or offset any amounts due to Virtual Academy.

d. Acceptance of partial payment from Law Enforcement Agency by Virtual Academy does not waive the right to collect the full amount due.

13. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to Virtual Academy a list of enrolled officers and officer identification as is needed for Virtual Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to Virtual Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by Virtual Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect Virtual Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training officers, (ii) admission of officers to the training, (iii) evaluation

of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of Virtual Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of Virtual Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

14. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) years. Notwithstanding the foregoing, unless Virtual Academy or Law Enforcement Agency provides written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable term, this Agreement shall renew for an additional (1) year term or as otherwise negotiated.

15. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If Virtual Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at Virtual Academy's option. In the event of termination following such breach, Virtual Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions, or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or insolvent or enters into any bankruptcy or insolvency proceeding, except that Virtual Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

16. Effect of Termination. Virtual Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or

termination of this Agreement, officer data may be destroyed at the discretion of Virtual Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21

17. Limitation of Liability. Excluding a party's fulfillment of its indemnification obligations hereunder, neither party shall be liable or responsible to the other party for any indirect, special, punitive, incidental, or consequential damages in connection with or arising out of this Agreement, even if that party has been advised of the possibility of such damages or it is otherwise foreseeable. Virtual Academy's total liability to Law Enforcement Agency for damages, costs, losses, or expenses relating to this Agreement is limited to the fees paid or owed by Law Enforcement Agency with respect to previous year.

18. Force Majeure. Virtual Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. Virtual Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

19. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted first to mediation and then if still unresolved to mediation. Said mediation shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes.

20. Governing Law. This Agreement is governed by the laws of the State of Missouri. Legal action arising from this Agreement shall only be filed in the State of Missouri. The parties waive any right to a jury trial.

21. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

22. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

23. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

24. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

26. The Department agrees to complete the classes required by the grant for compliance. Failure to complete the required classes will result in the department incurring the cost associated to the grant.