

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$55,623.00 from the undesignated fund balance of the 2012 Grant Fund in acceptance of the U.S. Department of Justice 2012 Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) for use by the Jackson County Drug Task Force.

ORDINANCE #4430, July 23, 2012

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Jackson County Drug Task Force has received the 2012 Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) from the U.S. Department of Justice in the amount of \$55,623.00; and,

WHEREAS, the grant proceeds will be used to fund detectives' overtime and benefits and the partial cost of the lease of four vehicles for undercover operations; and,

WHEREAS, the grant is awarded through the Missouri Department of Public Safety for the period of July 1, 2012, through June 30, 2013; and,

WHEREAS, an appropriation is necessary 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 hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Multi-Jurisdictional Drug Task Force			
008-4161	45831 - Increase Revenues	\$55,623	
008-2810	Undesignated Fund Balance		\$55,623
008-2810	Undesignated Fund Balance	\$55,623	
008-4161	56790 - Other Contractual Services		\$49,123
008-4161	56630 - Vehicle Lease		\$ 6,500

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to any and all documents necessary to give effect to this grant.

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

APPROVED AS TO FORM:

Jim D. Hadden
Chief Deputy County Counselor

W. Stephen Nefcy
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4430 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 #4430.

Date

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: \$55,623.00

July 18, 2012
Date

[Signature]
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4430

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: Multi-Jurisdictional Drug Task Force 12-13</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>\$55,622.56</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$55,622.56</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number; From Account: 010-2810 Undesignated fund balance</td> <td>\$55,622.56</td> </tr> <tr> <td>To Account: 010-4161-56790 Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force, other contractual.</td> <td>\$49,122.56</td> </tr> <tr> <td>010-4161-56630 Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force, vehicle lease.</td> <td>\$6,500.00</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): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$55,622.56	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$55,622.56	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; From Account: 010-2810 Undesignated fund balance	\$55,622.56	To Account: 010-4161-56790 Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force, other contractual.	\$49,122.56	010-4161-56630 Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force, vehicle lease.	\$6,500.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>#4017, 8/18/08; #4019, 8/18/08</u> <u>#4168, 11/2/09; #4127, 8/3/09 #4332, 8/8/11</u></p> <p>Prior resolutions and (date):</p>														
<p>CONTACT</p>															

INFORMATION	RLA drafted by Danny R. Cummings, O.I.C., 816-503-4725	
REQUEST SUMMARY	<p>The Jackson County Drug Task Force requested and received from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (Recovery JAG) Program \$55,622.56 for the period July 01, 2012 through June 30, 2013.</p> <p style="text-align: center;">010-2810 4161</p> <p>Please appropriate \$49,122.56 from account 010-4161, Undesignated Fund Balance into account 008-4151-56790, Anti-Drug Sales Tax Fund-Multi Jurisdictional Drug Task Force, Other Contractual and \$6,500.00 into account 008-4151-56630 Anti-Drug Sales Tax Fund-Multi-Jurisdictional Drug Task Force, Vehicle Lease.</p> <p style="text-align: center;">4161</p> <p>This Grant will provide partial funding for (1) Detectives overtime/ benefits (\$49,122.56) and partial lease of four vehicles for use in undercover duties (\$6,500.00).</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 and Contract	
REVIEW	Department Director: <i>D. Cummings</i>	Date: 7-16-12
	Finance (Budget Approval): <i>If applicable</i> <i>Paul Mas</i>	Date: 7/17/12
	Division Manager: <i>[Signature]</i>	Date: 7/17/12
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated fund balance	\$55,622.56

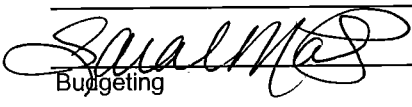
This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: July 17, 2012 Req/Ord No. 4430

Department / Division	Character/Description	From	To
Grant Fund - 010			
4161 - Multi-Jurisdictional Drug Task Force	45831 - Increase Revenues	55,623	
2810	Undesignated Fund Balance		55,623
2810	Undesignated Fund Balance	55,623	
4161 - Multi-Jurisdictional Drug Task Force	56790 - Other Contractual Services		49,123
4161 - Multi-Jurisdictional Drug Task Force	56630 - Vehicle Lease		6,500
		Total	55,623
			55,623

 7/17/12
Budgeting

JEREMIAH W. (JAY) NIXON
Governor

JERRY LEE
Director



Truman Building, Room 870
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

**STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**

July 13, 2012

Captain Dan Cummings
Jackson County, Drug Task Force
P.O. Box 392
Blue Springs, Missouri 64015

Re: Contract Number: **2009-JAG-RA-107**
Project Title: **Jackson County Multi-Jurisdictional Drug Task Force**

Dear Captain Cummings:

The status of the above referenced application under the 2012 Recovery Act - Edward Byrne Memorial Justice Assistance Grant (Recovery-JAG) funding opportunity has changed from "Approved" to "Awarded".

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

The following documents must be returned to our office no later than **Tuesday, July 31, 2012**:

- Signed Award of Contract document
- Signed Certified Assurance document
- Printed copy of your 2012 Recovery-JAG Application

To print a copy of your Recovery-JAG application, log into WebGrants at <https://dpsgrants.dps.mo.gov>, click "My Applications", select the appropriate application title, and click the Printer icon in your internet browser. Please do not staple your application – use a paper clip or binder clip to keep the application together.

The above referenced documents should be mailed or hand-delivered to:

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

A signed copy of the Award of Contract form and a copy of the Certified Assurances document will be returned to you 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 me at (573) 751-5997.

Sincerely,

Eric Shepherd
CJ/LE Program Manager

cc: File
Enclosures



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: 2012 Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program		Catalog of Federal Domestic Assistance (CFDA) #: 16.803
Contractor Name: Jackson County, Drug Task Force		
Project Title: Jackson County Multi-Jurisdictional Drug Task Force		
Contract Period: 7/1/2012 to 2/28/2013	State/Federal Funds Awarded: \$55622.56	Contract Number: 2009-JAG-RA-107

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.

Mr. Mike Sanders

Contractor Authorized Official Name

Contractor Authorized Official Signature

Date

Chief Herb Soule

Contractor Project Director Name

Herb Soule

Contractor Project Director Signature

7/16/12

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

07/01/2012

Date



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



2012 CERTIFIED ASSURANCES

Contractor Name:	Jackson County, Drug Task Force	Contract Number:	2009-JAG-RA-107
Project Title:	Jackson County Multi-Jurisdictional Drug Task Force		

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

1. The Applicant 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 2012 Recovery-JAG Solicitation, and other applicable federal and state laws, orders, circulars, or regulations.
2. **Availability of Funds:** The Applicant 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 Applicant understands that only allowable and approved contract expenditures will be reimbursed from their Recovery-JAG award. These monies may not be utilized to pay debts incurred by other activities. The Applicant 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 Applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Applicant certifies that all expendable and non-expendable property purchased with Recovery-JAG funds shall be used for criminal justice purposes only.
4. **Reporting Requirements:** The Applicant agrees to complete and submit any reports required for this program as outlined in the Recovery-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 if tardiness becomes a problem.
5. **Monitoring:** The Applicant agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Applicant 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 Applicant 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.
6. **Non-Supplanting:** The Applicant assures that federal Recovery-JAG grant funds made available under this contract will not be used to supplant other federal, state, or local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
7. **Duplication of Networks:** The Applicant 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

8. **Project Income:** The Applicant 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 form.

The Applicant understands that all project income generated as a result of this contract shall be expended during the life of the contract.

9. **Financial Guide:** The Applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
10. **Procurement:** The Applicant 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 Applicant assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the Recovery-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 by a unit of local government on amounts greater than \$3,000 but less than \$100,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement by a unit of state government on amounts greater than \$3,000 but less than \$100,000 requires prior approval from the Missouri Office of Administration (OA).
 - iii. Sole source procurement of 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.
11. **Audit:** The Applicant 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 19, Audit Requirements. The Applicant 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.
12. **Civil Rights/EEOP:** The Applicant acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Applicant 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 Applicant is in compliance. Compliance of this condition will be reviewed during the monitoring site visit.
13. **Discrimination:** The Applicant 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 Applicant 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).

14. **Enforcing Civil Rights Laws:** The Applicant 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.

15. **Finding of Discrimination:** The Applicant 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 recipient will forward a copy of the finding to the Missouri Department of Public Safety and the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
16. **Limited English Proficiency (LEP):** The Applicant 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>.
17. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530 RSMo, the Applicant 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 Applicant 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.

18. **Lobbying:** The Applicant 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 16, Unallowable Costs for more information.
19. **Peace Officer Certification:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the 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.*"
20. **UCR/Racial Profiling Reports:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the 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.
21. **Federal Seizure Audit:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in compliance with the provisions of Section 513.653 RSMo relating to need to acquire an independent audit of federal seizures and the proceeds received therefrom. The Applicant also agrees to forward a copy of such to the Missouri Department of Public Safety and the Missouri State Auditor's Office.
22. **Custodial Interrogations:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the 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.

23. **DWI Law:** If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the 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.
24. **Mitigation Plan:** The Applicant 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 Applicant agrees to this special condition and fully participates in implementation of the Mitigation Plan.
25. **NEPA:** The Applicant 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. Accordingly, prior to obligating grant funds, the Applicant agrees to first determine if any of the following activities will be related to the use of the grant funds.

The Applicant 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 Applicant 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.
26. **Criminal Intelligence Systems:** The Applicant 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.
 27. **Drug-Free Workplace Act of 1988:** The Applicant 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.
 28. **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 Applicant 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

29. **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.
30. **Enforceability:** If a Applicant 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.
31. **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.
32. **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.
33. **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.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparallel scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Applicant assures that it will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA.

The Applicant hereby assures and certifies compliance with all of the following ARRA related certified assurances as outlined by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance:

1. **Conflict with other Standard Terms and Conditions:** The Applicant understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements.
2. **Access to Records; Interviews:** The Applicant understands and agrees that the Department of Justice (DOJ) (including Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The Applicant also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee regarding transactions related to this Recovery Act award.
3. **One-Time Funding:** The Applicant understands that awards under the Recovery Act could be one-time awards.
4. **Separate Tracking and Reporting of Funds and Outcomes:** The Applicant agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs.

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects but tracking and reporting of Recovery Act funds must be separate. Accordingly, the accounting systems of the Applicant must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The Applicant further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

5. **DUNS and CCR for Reporting:** The Applicant agrees to maintain a valid DUNS profile and an active registration with the CCR database for the duration of the contract period.
6. **Transactions Listed in Schedule of Expenditures of Federal Awards:**
 - A. The Applicant agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
 - B. The Applicant agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) information and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Applicant is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-

SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III of the SF-SAC.

7. **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:** The Applicant must promptly refer to the Department of Public Safety any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other persons has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.
8. **Protecting State and Local Government and Contractor Whistleblowers:** The Applicant recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act: www.ojp.usdoj.gov/recovery.
9. **Limit on Funds (Recovery Act, Section 1604):** The Applicant agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
10. **Wage Rate Requirements (Recovery Act, Section 1606):** The Applicant understands that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
11. **NEPA and Related Laws:** The Applicant understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 *et seq.*) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Applicant agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
12. **Misuse of Award Funds:** The Applicant understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
13. **Additional Requirements and Guidance:** The Applicant agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarification of Recovery Act requirements.

Finally, the Applicant hereby assures and certifies compliance with the following ARRA related certified assurances as outlined by the State of Missouri, Office of Administration:

1. **Whistleblower Protection:** In accordance with ARRA, §1553, the Applicant assures that it shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Applicant assures that it shall post notice of the rights and remedies provided in ARRA, §1553.

2. **Inspection of Documents:** In accordance with ARRA, §§902, 1514 and 1515, the Applicant assures that it will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.
3. **Additional Restrictions:** In accordance with ARRA, §1554, the Applicant assures to the maximum extent possible that it will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety of any said contract awarded by the Applicant that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

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.

Mr. Mike Sanders

Applicant Authorized Official Name

Applicant Authorized Official Signature

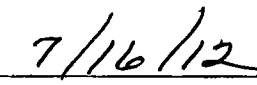
Date

Chief Herb Soule

Applicant Project Director Name



Applicant Project Director Signature



Date