

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

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

COUNTY EXECUTIVE MIKE SANDERS

Contractor Authorized Official Name

Mike Sharp

Contractor Authorized Official Signature

July 25, 2012

Date

SHERIFF MIKE SHARP

Contractor Project Director Name

Mike Sharp

Contractor Project Director Signature

7-30-12

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 MOSMART Board Chair.

Robert A. Boy

MOSMART Board Chair Signature

07/01/2012

Date

FILED
AUG 20 2012
MARY JO SPINO
COUNTY CLERK

APPROVED AS TO FORM:

By:

W. Stephen Nixon
W. Stephen Nixon, County Counselor

ATTEST:

By:

Mary Jo Spino
Mary Jo Spino, Clerk County Legislature

**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

July 25, 2012
 Date

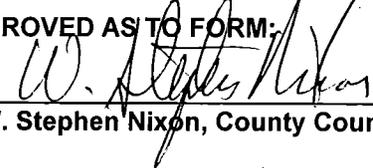
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