

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE requiring the Jackson County Assessor to provide an Assessment Roll that complies with the Missouri State Tax Commission's Order and rolls back the 2023 value of any parcel that exceeded a 15% increase in 2023 to be changed and to be valued at no more than 15% more than the 2022 property value.

ORDINANCE NO. 5958 January 27, 2025

INTRODUCED BY Sean Smith, County Legislator

WHEREAS, in August of 2024 the Missouri State Tax Commission formally ordered that the 2023 Jackson County Assessment Cycle was not in compliance with Missouri state law; and,

WHEREAS, the State Tax Commission's order states that the Department of Assessment did not give proper notice or provide physical inspections required to increase parcels more than 15%; and,

WHEREAS, in 2024, the State Tax Commission ordered Jackson County to value all parcels at no more than a 15% increase for 2023 from the 2022 property value, excluding increases due to new construction or improvements; and,

WHEREAS, the Jackson County Legislature did pass Resolution 21694 on August 19, 2024; and,

WHEREAS, under Article 2 Section 16 in the Jackson County Constitutional Home Rule Charter the Legislature has the following authority: "Provide for the assessment, levy,

equalization, and collection of all taxes now or hereafter authorized by the constitution or by law and prescribe a method or system to facilitate the assessment, calculation, extension and collection of taxes including the design of the books and forms and the purchase and installation of necessary devices; now therefore,

BE IT ORDAINED that the 2024 Jackson County Tax Assessment Rolls shall reflect parcels to be valued at no more than 15% above the property value in 2022, excluding increases due to new construction or improvements.

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

APPROVED AS TO FORM:

County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5958 introduced on January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5958.

Date

Frank White, Jr., County Executive



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-208, Version: 0

REQUESTED MEETING DATE: 8/26/2024

SPONSORS:

Sean E. Smith

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Ashley Al-Shawish **PHONE:** 816-881-3274

EMAIL: aal-shawish@jacksongov.org

DEPARTMENT: Sean Smith; Jackson County Legislator

TITLE: An **ORDINANCE** requiring the Jackson County Assessor to provide an assessment roll that complies with the Missouri State Tax Commission's Order and rolls back the value of any parcel that exceeded a 15% increase to be changed and to be valued at no more than 15% more than the 2022 property value.

WHEREAS in August of 2024 the Missouri State Tax Commission formally ordered that the 2023 Jackson County Assessment Cycle was not in compliance with Missouri state law; and,

WHEREAS the State Tax Commission's order formally recommended Jackson County to value all parcels at no more than a 15% increase from the 2022 property value; and,

WHEREAS the Jackson County Legislature did pass Resolution 21694 on August 19, 2024; and,

WHEREAS under Article 2 Section 16 in the Jackson County Constitutional Home Rule Charter the Legislature has the following authority: “Provide for the assessment, levy, equalization, and collection of all taxes now or hereafter authorized by the constitution or by law and prescribe a method or system to facilitate the assessment, calculation, extension and collection of taxes including the design of the books and forms and the purchase and installation of necessary devices;” now therefore,

SUMMARY: BE IT RESOLVED that the 2024 Jackson County Tax Assessment rolls shall reflect parcels to be valued at no more than 15% above the property value in 2022.

FINANCIAL IMPACT:

NO ☐

Amount	Fund	Department	Line-Item Detail
\$120M			Savings & Corrections

YES ☒

ACTION NEEDED: AUTHORIZE

ATTACHMENTS:

Missouri State Tax Commission Order Attached.

STATE TAX COMMISSION OF MISSOURI

ORDER

COMES NOW the State Tax Commission of Missouri, pursuant to the powers vested in it by the constitution and statutes of this state, and hereby directs and orders the Jackson County Executive, the Jackson County Board of Equalization, and the Jackson County Assessor (hereafter “Jackson County assessing officials”), as follows:

1. Section 138.410 RSMo. bestows upon this Commission general supervision over all the assessing officers of this state and over county boards of equalization and appeal in the performance of their duties concerning the general property tax. It is the responsibility of the Commission to inquire into the methods of assessment and determine whether the assessing officers and boards of equalization are discharging their duties as required by law. To this end, the Commission has powers commensurate with its responsibility and may issue orders designed to enforce the law and assure uniformity. *Cassily v. Riney*, 576 S.W.2d 325 (Mo. banc 1979); *Cuivre River Electric, Inc. v. State Tax Commission of Missouri*, 769 S.W.2d 432, 435 (Mo. banc 1989).
2. The Jackson County Executive is responsible for the administration of the affairs of Jackson County, has the power to correct mistaken or erroneous assessments and taxes mistakenly or erroneously levied or paid, and shall assign all duties and functions prescribed by law or this charter for the county assessor.
3. The Jackson County Assessor, who is head of the Jackson County Assessment Department, is responsible for assessment of property in Jackson County in a manner that complies with Missouri law.
4. The Jackson County Board of Equalization is responsible for hearing all appeals from the Jackson County Assessment Department and correcting and adjusting property assessments accordingly.
5. Pursuant to Section 137.115.10 RSMo., before an assessor may increase the assessed valuation of any parcel of subclass (1) real property by more than fifteen percent since the last assessment, excluding increases due to new construction or improvements, the assessor shall conduct a physical inspection of such property.
6. Section 137.115.11 RSMo. provides that if a physical inspection is required, the assessor shall notify the property owner of that fact in writing and shall provide the owner clear written notice of the owner’s rights relating to the physical inspection. If a physical inspection is required, the property owner may request that an interior inspection

be performed during the physical inspection. The owner shall have no less than thirty days to notify the assessor of a request for an interior physical inspection.

7. Section 137.115.12 RSMo. provides that in cases of valuation increase by more than fifteen percent, a physical inspection shall include, but not be limited to, an on-site personal observation and review of all exterior portions of the land and any buildings and improvements to which the inspector has or may reasonably and lawfully gain external access, and shall include an observation and review of the interior of any buildings or improvements on the property upon the timely request of the owner. Mere observation of the property via a drive-by inspection or the like shall not be considered sufficient to constitute a physical inspection in these cases.

8. The Commission finds and determines that Sections 137.115.10, 137.115.11 and 137.115.12 RSMo. are mandatory and not merely directory in nature. In the event a property owner appeals an assessment, if the assessor fails to establish that proper notice was given and that a physical inspection was performed in accordance with Section 137.115 RSMo., the property owner shall prevail as a matter of law. Section 138.060.1 RSMo. The Commission has consistently ruled that property assessment increases must not exceed fifteen percent from the last assessment when the assessor fails to comply with the notice and inspection provisions of these statutes. See *Christopher and Sarah Slusser v. Jake Zimmerman, Assessor, St. Louis County, Missouri*, Appeal No. 17-10066; *Cameron Walker v. Gail McCann Beatty, Assessor, Jackson County, Missouri*, Appeal No. 21-30073; *Rusty Parker v. Eric Dugal, Assessor, St. Francois County, Missouri*, Appeal No. 21-84001.

9. The Commission finds and determines that in conducting its biennial reassessment for 2023, Jackson County assessing officials failed to give proper notice to property owners and failed to perform physical inspections as required by Section 137.115 RSMo. where the assessed valuation of residential real property increased by more than fifteen percent since the last assessment, resulting in mistaken or erroneous assessments and taxes that were mistakenly or erroneously levied or paid in 2023, in that:

a. Jackson County assessing officials did not notify, in writing, most property owners whose assessed valuations increased more than fifteen percent from the last assessment that a physical inspection was required.

b. Jackson County assessing officials did not notify most property owners that a physical inspection was required and did not provide the owner clear written notice of the owner's rights relating to the physical inspection, including the property owner's right to an interior inspection *during* the physical inspection.

c. Many notices sent to property owners were undated and, on the face of the notices, did not include the percentage change in assessed valuation, nor did they provide

property owners with no less than thirty days to notify the Assessor of a request for an interior physical inspection.

d. Jackson County assessing officials did not physically inspect many properties in the manner required by Section 137.115 RSMo., but instead, incorrectly determined that its parcel-by-parcel reviews conducted during 2021, 2022, and early 2023 fulfilled the physical inspection requirement.

e. Jackson County assessing officials conducted Board of Equalization appeals in such a manner as to provide taxpayers with insufficient or misleading information as to the Board of Equalization appeal process, insufficient physical accommodations making it extremely difficult, if not impossible, for some taxpayers to pursue their appeal rights, expressly or impliedly telling taxpayers contrary to law that the burden of proof at Board of Equalization hearings is on the taxpayer, refusing to recognize evidence as to valid comparable sales provided by some taxpayers, undue interference by the Jackson County assessor's office in the affairs of the Board of Equalization, and other unfair and improper conduct resulting in an overall denial of due process to Jackson County taxpayers.

10. The failures described herein were widespread and systemic, affecting at least seventy five percent of the parcels to which these requirements applied.

WHEREFORE, as a result of mistaken or erroneous assessments and taxes that were mistakenly or erroneously levied or paid, and in order to ensure compliance with Missouri law, the Commission orders as follows:

1. Jackson County assessing officials shall correct the 2023 Assessment Roll to reflect assessed valuations of all parcels of subclass (1) real property, excluding increases due to new construction or improvements, that equal the valuations determined by Jackson County assessing officials, or valuations that do not exceed fifteen percent since the last assessment, whichever is less.

2. With respect to 2023 appeals that are still pending before the Board of Equalization, the Board of Equalization shall assess all parcels of subclass (1) real property, excluding increases due to new construction or improvements, at their true value in money or at valuations that do not exceed fifteen percent since the last assessment, whichever is less.

3. Within 30 days from the date of this Order, Jackson County assessing officials shall review all 2023 subclass (1) real property stipulations that have been submitted to the State Tax Commission for approval and shall notify the State Tax Commission of all stipulated amounts that exceed the valuation limit described in paragraphs 1 and 2, above.

4. The assessed valuations for 2024 subclass (1) real property shall remain the same as the assessed valuations in the 2023 assessment roll, as corrected by this Order, excluding increases due to new construction or improvements.

5. Jackson County assessing officials shall take all necessary actions to ensure future compliance with Section 137.115 RSMo.


STATE TAX COMMISSION OF MISSOURI



Gary Romine
Chairman



Debbi McGinnis
Commissioner



Greg Razer
Commissioner

Dated at Jefferson City, Missouri
On this 6th day of August, 2024

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$71,751.00 from the undesignated fund balance of the 2025 General Fund in acceptance of the Missouri Western Interdiction and Narcotics Task Force grant awarded by the Missouri Department of Public Safety.

ORDINANCE NO. 5959, January 27, 2025

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Sheriff's Office has been awarded the Missouri Western Interdiction and Narcotics (MoWIN) Task Force grant in the amount of \$71,751.00 by the Missouri Department of Public Safety; and,

WHEREAS, this grant funds the salary and overtime for one deputy assigned to the MoWIN Task Force; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2025 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund:			
Grants			
001G-9999	45300 - State - Grant	\$38,039	
001G-9999	45000 - Federal - Grant	\$33,712	
001G-9999	Undesignated Fund Balance		\$71,751
001G-9999	Undesignated Fund Balance	\$71,751	
	55010 - Regular Salaries		\$35,947
General Fund: Grants			
Sheriff's Office			
001G-4201			
001G-4201	55030 - Overtime Salaries		\$2,092
001G-4201	55010 - Regular Salaries		\$33,712

and,

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute all documents necessary to give effect to said grant.

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 23, 2025 09:57 CST)
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5959 introduced on January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absents _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5959.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001G 9999 32810
ACCOUNT TITLE: General Fund: Grants
Non Specific
Undesignated Fund Balance
NOT TO EXCEED: \$71,751.00

Date

Chief Administrative Officer



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-513, **Version:** 0

REQUESTED MEETING DATE: Select Date

Ordinance No. 5959

SPONSORS:

Sponsor: Venessa Huskey

Date: January 27, 2025

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Beth Money **PHONE:** 816-541-8017 ext. 72259

EMAIL: emoney@jacksongov.org

DEPARTMENT: Sheriff's Office

TITLE: Appropriating \$71,751 from the undesignated fund balance of the 2024 General Fund Grants in acceptance of the Missouri Western Interdiction and Narcotics (MoWIN) Task Force Grant awarded by the Missouri Department of Public Safety.

SUMMARY: The Sheriff's Office has been awarded the Missouri Western Interdiction and Narcotics (MoWIN) Task Force Grant in the amount of \$71,751 by the Missouri Department of Public Safety. This grant funds the salary and overtime for one deputy assigned to the MoWIN Task Force. An appropriation is necessary to place the grant funds in the proper spending accounts. FD001G-CC4201-55010 General Fund Grants - Sheriff - Regular Salaries \$69,659. FD001G-CC4201-55030 General Fund Grants - Sheriff - Overtime Salaries \$ 2,092.

FINANCIAL IMPACT:**NO** ☐**YES** ☒ **TRANSFER**

FROM Amount	Fund	Department	Line-Item Detail
\$71,751	FD001G	CC9999	32810

TO AmountFundDepartmentLi ne-Item Detail			
\$69,659	FD001G	CC4201	55010
\$2,092	FD001G	CC4201	55030

Federal Subaward \$33,712 GR100192

State Subaward \$38,039 GR100191

ACTION NEEDED: APPROPRIATE FUNDS**ATTACHMENTS:**

Click or tap here to enter text.

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


Ord #	5959
eRLA ID #:	24-513

Cost Center		Spend Category		Program/Grant/Project	From	To
9999	-	45300	State - Grant	GR100191	\$ 38,039	
9999	-	45000	Federal - Grant	GR100192	33,712	
9999	-	32810	Undesignated Fund Balance			71,751
9999	-	32810	Undesignated Fund Balance		71,751	
4201	Sheriff's Office	55010	Regular Salaries	GR100191		35,947
4201	Sheriff's Office	55030	Overtime Salaries	GR100191		2,092
4201	Sheriff's Office	55010	Regular Salaries	GR100192		33,712
APPROVED					\$ 143,502	\$ 143,502

By Sarah Matthes at 2:05 pm, Dec 18, 2024

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Platte County Sheriff's Office11724 Plaza Circle, Kansas City, MO 64153
Telephone: 816-858-2424 Fax: 816-858-3053**SUBAWARD AGREEMENT**

SUBRECIPIENT NAME Jackson County Sheriff's Office		DATE 10/28/2024	
		FEDERAL IDENTIFICATION NUMBER 15PBJA-23-GG-02992-MUMU	CONTROL NUMBER F 14
ADDRESS 4001 NE Lakewood Ct		UEI Number 44-6000524	
CITY Lee's Summit	STATE MO	ZIP CODE 64064	
TOTAL AMOUNT OF THE FEDERAL AWARD \$250,802.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$250,802.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$33,711.48		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 07/01/2024	PROJECT PERIOD TO 06/30/2025	FEDERAL AWARD DATE 09/22/2023	
PROJECT TITLE 2023 Edward Byrne Justice Assistance Grant (JAG) – MoWIN		FUNDED BY 2023 Edward Byrne Memorial Justice Assistance Grant JAG	
FEDERAL AWARDOING AGENCY Department of Justice – MO DPS	PASS THROUGH ENTITY Platte County Sheriff's Office	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 16.738		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	
CONTACT INFORMATION			
PLATTE COUNTY SHERIFF'S OFFICE CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Rebecca Tharp		NAME Elizabeth Money, Grant Coordinator	
E-MAIL ADDRESS rebeccatharp@platttsheriff.org		ADDRESS (If different from above) 4001 NE Lakewood Court	
TELEPHONE 816-858-3452		CITY, STATE AND ZIP CODE Lee's Summit, MO 64064	
Agency Officer In Charge Capt. Woodrow Painter		TELEPHONE (816) 541-8017 ext 72259	E-MAIL ADDRESS emoney@jacksongov.org
SUMMARY DESCRIPTION OF PROJECT <p>The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.</p>			
SUBAWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
JAG SUBAWARDING OFFICIAL Sheriff Mark Owen		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Sheriff Darryl Forte	
SIGNATURE OF APPROVING OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 11-21-24
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 2023 Edward Byrne Justice Assistance Grant (JAG) – Platte County Sheriff	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F14	DATE 10/28/2024
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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM 2023 Edward Byrne Justice Assistance Grant (JAG) – Platte County Sheriff	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F14	DATE 10/28/2024
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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM 2023 Edward Byrne Justice Assistance Grant (JAG) – Platte County Sheriff	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F14	DATE 10/28/2024
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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM 2023 Edward Byrne Justice Assistance Grant (JAG) – Platte County Sheriff	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F14	DATE 10/28/2024
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Article I – Prohibited and Controlled Equipment

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at

<https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

Article II – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Article III – Compliance with 41 U.S.C. 4712 (Including prohibition on reprisal; notice to employees)

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Department of Public Safety for guidance.

Article IV – Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM 2023 Edward Byrne Justice Assistance Grant (JAG) – Platte County Sheriff	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER 15PBJA-23-GG-02992-MUMU-F14	DATE 10/28/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Article V – Rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Article VI – DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>) , including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Article VII – General appropriations-law restrictions on the use of federal funds (FY 202 2)

The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient

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is to contact OJP for guidance, and may not proceed without the express prior written approval of the Department of Public Safety.

Article VIII – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Article IX – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Article X – Employment eligibility verification

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications

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pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs -

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction -

- A. Staff involved in the hiring process for purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative No confirmation" or a "Final No confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the Department of Public Safety, before award acceptance.

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Article XI – OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Article XII – Interaction with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for any subaward, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award whether subrecipient is to benefit a set of individuals under 18 years of age. The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Article XIII – Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (In accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both
 - a. it represents that—

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- i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article XIV – Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Article XV – Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article XVI – Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees")

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to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XVII – All subawards must have specific federal authorization

The subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Article XVIII – Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Article XIX – Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods: Mail: Missouri Department of Public Safety, Office of the Director, Attn: DPS Grants, P.O. Box 749, 1101 Riverside Drive, Jefferson City, MO 65102-0749, Email: dpsinfo@dps.mo.gov - DPS Fax: (573) 751-5399.

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The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Article XX – Requirements related to System for Award Management and Universal Identifier Requirements

The applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM, the subrecipients, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Article XXI – Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article XXII – Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Article XXIII – UAS UAV

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The subrecipient agrees that no funds under this grant award may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Article XXIV – Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subrecipient must 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. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Article XXV – Confidentiality of data

The subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article XXVI – Submissions of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subrecipient uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subrecipient, if applicable must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Article XXVII – Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must 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 award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is

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determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this 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 a 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;
- 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; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Article XXVIII – Establishment of trust fund

If award funds are being drawn down in advance, the subrecipient, with respect to a subaward is required to establish a trust fund account. Subrecipients must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG).

Article XXIX – Prohibition on use of award funds for match under BVP program

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JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Article XXX – Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Article XXXI – Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Article XXXII – Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Article XXXIII – Compliance Training

As a subrecipient of federal or state funds, the subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

Article XXXIV - Change in Personnel

The subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module and the 'Contact Information' component within WebGrants. The notification shall be sent as a Subaward Adjustment – Program Revision through the 'Subaward Adjustment' component of WebGrants.

Article XXXV - Subaward Adjustments

The subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), 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 via the 'Subaward Adjustment' component of WebGrants.

Article XXXVI – Monitoring

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall

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be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The subrecipient 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 subaward.

Article XXXVII – Employment of Unauthorized Aliens

Pursuant to Section 285.530.1 RSMo, the subrecipient 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 subrecipient 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 general 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.

Article XXXVIII – Relationship

The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XXXIX – Fair Labor Standards Act

All subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act 29 U.S.C. § 203.

Article XL - Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

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- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

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- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Article XLI - Computer Networks

The subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

Article XLII - Noninterference with Federal Law Enforcement

The subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

Article XLIII - Public Disclosure of Certain Law Enforcement Sensitive Information

The subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

Article XLIV - Noninterference with Federal Interrogation of Certain Aliens

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees "have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States", the subrecipient understands it shall not interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of "interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States".

Article XLV - Noninterference with Notice of Scheduled Release

Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from...confinement"; also the federal government is expressly authorized to make payments to a "State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. § 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. § 1366 (requiring an annual DOJ

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report to Congress on "the number of illegal alien [felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens"), the subrecipient understands it shall not interfere with the "removal" process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Article XLVI - Ensuring Access to Federally Assisted Programs

The subrecipient 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 recipients from discriminating on the basis of age in the delivery of services or benefits.

Article XLVII - Enforcing Civil Rights Laws

The subrecipient 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, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

Article XLVIII - Limited English Proficiency (LEP)

The subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

Article XLIX - Equal Employment Opportunity Plan (EEOP)

The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The subrecipient will prepare an *EEO Utilization Report* if the subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the subrecipient does not meet all the aforementioned criteria, the subrecipient is exempt from preparing the *EEO Utilization Report*; however, all subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's

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OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

Article L - Using Arrest and Conviction Records for Employment Decisions

The subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, subrecipients should consult local counsel in reviewing their employment practices. If warranted, subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

Article LI - Finding of Discrimination

The subrecipient 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 subrecipient of federal funds, the subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

Article LII - Unlawful Employment Practices

The subrecipient 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.

Article LIII - Discrimination in Public Accommodations

The subrecipient 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.

Article LIV - Fund Availability

The subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in

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federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article LV - Release of Funds

The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article LVI - Duplicative Funding

The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article LVII - Allowable Costs

The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than February 15, 2024. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

Article LVIII - Financial Reporting Requirements

The subrecipient agrees to complete and submit any financial reports required for this program as requested by the Grant Specialist. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LIX – Procurement

The subrecipient 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 subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" 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.

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- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor 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.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article LX - Buy American

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

Article LXI - Buy Missouri

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article LXII - Debarment/Suspension

The subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, 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 subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

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making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the subrecipient is necessary to protect the interests of the Government in this case;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

Article LXIII – Audit

The subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) 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 Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The subrecipient agrees to comply with the organizational audit requirements of the State of Missouri. If the subrecipient expended \$375,000.00 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. The subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

Article LXIV – Compensation

The subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article LXV - Suspension/Termination of Subaward

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient

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under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

Article LXVI – Enforceability

If a subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, 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.

Article LXVII - National Incident-Based Reporting System (NIBRS), *Uniform Crime Reporting (UCR)*

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article LXVIII - Vehicle Stops

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

Article LXIX – Police Use of Force Transparency Act of 2021

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article LXX - Federal Equitable Sharing Funds

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article LXXI - Custodial Interrogations

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article LXXII - DWI Law – Law Enforcement

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The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LXXIII - DWI Law – Prosecutors: The subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LXXIV - Data Reporting Requirements

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LXXV - Printed Materials

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's JAG Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

Article LXXVI - Body Armor

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article LXXVII - Body Armor Policy

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXVIII - Body-Worn Cameras

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The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article LXXIX - Body-Worn Camera Policy

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXX - Duplication of Networks

The subrecipient assures that all equipment/software requested and purchased under this subaward 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.

Article LXXXI – Time Records Requirement

The subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

Article LXXXII - Rap Back Program Participation

Pursuant to Section 590.30 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

Article LXXXIII - Death in Custody Reporting Act (DCRA)

Death in Custody Reporting Act (DCRA) - The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). SAAs are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies.

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If an agency experiences a death in custody event, timely submissions of the information on the Death in Custody Reporting Act data collection template are requested to be sent to cjle@dps.mo.gov via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at <https://bja.ojp.gov/funding/performance-measures/DCRA-Reporting-Guidance-FAQs.pdf>, pages 5-7.

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

Article LXXXIV - Drug Task Force Eligibility for Grants

The subrecipient assures, where such grant-funded project is for a drug task force, the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

Article LXXXV - Drug Task Force Training

The subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Notice of Funding Opportunity". The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.

Article LXXXVI – Program Income

The subrecipient agrees to account for program income generated by the activities of this subaward and shall report receipts and expenditures of this income on the monthly Claim report. The subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

Article LXXXVII - Mitigation Plan

The subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

Article LXXXVIII - Duplication of Networks

The subrecipient assures that all equipment/software requested and purchased under this subaward 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

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operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXXXIX - Human Trafficking

The subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

Article XC – Minors

The subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

Article XCI – DPS Grants, Specific:

By accepting this subaward, the subrecipient agrees:

1. Status Reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.
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 \$5,000. 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 is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.
3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS 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

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contract shall, at the option of the DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that 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 DPS Administrative Guide for DPS Grants, as well as Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
7. In the event DPS 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. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this award.

Platte County Sheriff's Office

11724 Plaza Circle, Kansas City, MO 64153
Telephone: 816-858-2424 Fax: 816-858-3053

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Jackson County Sheriff's Office		DATE 10/28/2024	
		FEDERAL IDENTIFICATION NUMBER 2025 SDTF	CONTROL NUMBER S14
ADDRESS 4001 NE Lakewood Ct		UEI Number 44-6000524	
CITY Lee's Summit	STATE MO	ZIP CODE 64064	
TOTAL AMOUNT OF THE STATE AWARD \$283,000.00		AMOUNT OF STATE FUNDS OBLIGATED BY THIS ACTION \$283,000.00	
TOTAL AMOUNT OF STATE FUNDS OBLIGATED TO THE SUBRECIPIENT \$38,039.36		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 07/01/2024	PROJECT PERIOD TO 06/30/2025	STATE AWARD DATE 07/01/2024	
PROJECT TITLE MOWIN 2025 SDTF		FUNDED BY Missouri Department of Public Safety	
STATE AWARDOING AGENCY Department of Justice - MO DPS	PASS THROUGH ENTITY Platte County Sheriff's Office	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
		METHOD OF PAYMENT (Reimbursement - Advanced) Reimbursement	
CONTACT INFORMATION			
PLATTE COUNTY SHERIFF'S OFFICE CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Rebecca Tharp		NAME Elizabeth Money, Grant Coordinator	
E-MAIL ADDRESS rebeccatharp@platttsheriff.org		ADDRESS (If different from above) 4001 NE Lakewood Court	
TELEPHONE 816-858-3452		CITY, STATE AND ZIP CODE Lee's Summit, MO 64064	
Agency Officer In Charge Capt. Woodrow Painter		TELEPHONE (816) 541-8017 ext 72259	E-MAIL ADDRESS emoney@jacksongov.org
SUMMARY DESCRIPTION OF PROJECT <p>The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.</p>			
SUBAWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
JAG SUBAWARDING OFFICIAL Sheriff Mark Owen		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Sheriff Darryl Forte	
SIGNATURE OF APPROVING OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
			11-21-24
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.			

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Article I – Prohibited and Controlled Equipment

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at

<https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

Article II – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Article III – Compliance with 41 U.S.C. 4712 (Including prohibition on reprisal; notice to employees)

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Department of Public Safety for guidance.

Article IV – Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Article V – Rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Article VI – DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>) , including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Article VII – General appropriations-law restrictions on the use of federal funds (FY 202 2)

The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient

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is to contact OJP for guidance, and may not proceed without the express prior written approval of the Department of Public Safety.

Article VIII – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Article IX – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Article X – Employment eligibility verification

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications

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pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs -

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction -

- A. Staff involved in the hiring process for purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative No confirmation" or a "Final No confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the Department of Public Safety, before award acceptance.

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Article XI – OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Article XII – Interaction with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for any subaward, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award whether subrecipient is to benefit a set of individuals under 18 years of age. The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Article XIII – Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (In accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both
 - a. it represents that—

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- i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article XIV – Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Article XV – Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article XVI – Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees")

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to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XVII – All subawards must have specific federal authorization

The subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Article XVIII – Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Article XIX – Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods: Mail: Missouri Department of Public Safety, Office of the Director, Attn: DPS Grants, P.O. Box 749, 1101 Riverside Drive, Jefferson City, MO 65102-0749, Email: dpsinfo@dps.mo.gov - DPS Fax: (573) 751-5399.

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The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Article XX – Requirements related to System for Award Management and Universal Identifier Requirements

The applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM, the subrecipients, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Article XXI – Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article XXII – Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Article XXIII – UAS UAV

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The subrecipient agrees that no funds under this grant award may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Article XXIV – Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subrecipient must 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. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Article XXV – Confidentiality of data

The subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article XXVI – Submissions of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subrecipient uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subrecipient, if applicable must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Article XXVII – Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must 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 award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is

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determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this 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 a 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;
- 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; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Article XXVIII – Establishment of trust fund

If award funds are being drawn down in advance, the subrecipient, with respect to a subaward is required to establish a trust fund account. Subrecipients must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG).

Article XXIX – Prohibition on use of award funds for match under BVP program

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JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Article XXX – Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Article XXXI – Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Article XXXII – Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Article XXXIII – Compliance Training

As a subrecipient of federal or state funds, the subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

Article XXXIV - Change in Personnel

The subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module and the 'Contact Information' component within WebGrants. The notification shall be sent as a Subaward Adjustment – Program Revision through the 'Subaward Adjustment' component of WebGrants.

Article XXXV - Subaward Adjustments

The subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), 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 via the 'Subaward Adjustment' component of WebGrants.

Article XXXVI – Monitoring

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall

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be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The subrecipient 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 subaward.

Article XXXVII – Employment of Unauthorized Aliens

Pursuant to Section 285.530.1 RSMo, the subrecipient 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 subrecipient 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 general 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.

Article XXXVIII – Relationship

The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XXXIX – Fair Labor Standards Act

All subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act 29 U.S.C. § 203.

Article XL - Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

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- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
 Office of the Director
 Attn: DPS Grants
 P.O. Box 749
 1101 Riverside Drive
 Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

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- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Article XLI - Computer Networks

The subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

Article XLII - Noninterference with Federal Law Enforcement

The subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

Article XLIII - Public Disclosure of Certain Law Enforcement Sensitive Information

The subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

Article XLIV - Noninterference with Federal Interrogation of Certain Aliens

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees "have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States", the subrecipient understands it shall not interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of "interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States".

Article XLV - Noninterference with Notice of Scheduled Release

Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from...confinement"; also the federal government is expressly authorized to make payments to a "State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. § 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. § 1366 (requiring an annual DOJ

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report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens”), the subrecipient understands it shall not interfere with the “removal” process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Article XLVI - Ensuring Access to Federally Assisted Programs

The subrecipient 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 recipients from discriminating on the basis of age in the delivery of services or benefits.

Article XLVII - Enforcing Civil Rights Laws

The subrecipient 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, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

Article XLVIII - Limited English Proficiency (LEP)

The subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). “Meaningful access” will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

Article XLIX - Equal Employment Opportunity Plan (EEOP)

The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The subrecipient will prepare an *EEO Utilization Report* if the subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the subrecipient does not meet all the aforementioned criteria, the subrecipient is exempt from preparing the *EEO Utilization Report*; however, all subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's

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OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

Article L - Using Arrest and Conviction Records for Employment Decisions

The subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, subrecipients should consult local counsel in reviewing their employment practices. If warranted, subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

Article LI - Finding of Discrimination

The subrecipient 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 subrecipient of federal funds, the subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

Article LII - Unlawful Employment Practices

The subrecipient 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.

Article LIII - Discrimination in Public Accommodations

The subrecipient 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.

Article LIV - Fund Availability

The subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in

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federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article LV - Release of Funds

The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article LVI - Duplicative Funding

The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article LVII - Allowable Costs

The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than February 15, 2024. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

Article LVIII - Financial Reporting Requirements

The subrecipient agrees to complete and submit any financial reports required for this program as requested by the Grant Specialist. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LIX – Procurement

The subrecipient 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 subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" 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.

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- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor 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.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article LX - Buy American

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

Article LXI - Buy Missouri

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article LXII - Debarment/Suspension

The subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, 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 subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

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making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the subrecipient is necessary to protect the interests of the Government in this case;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

Article LXIII – Audit

The subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) 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 Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The subrecipient agrees to comply with the organizational audit requirements of the State of Missouri. If the subrecipient expended \$375,000.00 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. The subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

Article LXIV – Compensation

The subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article LXV - Suspension/Termination of Subaward

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient

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under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

Article LXVI – Enforceability

If a subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, 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.

Article LXVII - National Incident-Based Reporting System (NIBRS), *Uniform Crime Reporting (UCR)*

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article LXVIII - Vehicle Stops

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

Article LXIX – Police Use of Force Transparency Act of 2021

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article LXX - Federal Equitable Sharing Funds

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article LXXI - Custodial Interrogations

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article LXXII - DWI Law – Law Enforcement

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The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LXXIII - DWI Law – Prosecutors: The subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LXXIV - Data Reporting Requirements

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LXXV - Printed Materials

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's JAG Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

Article LXXVI - Body Armor

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article LXXVII - Body Armor Policy

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXVIII - Body-Worn Cameras

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The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article LXXIX - Body-Worn Camera Policy

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXX - Duplication of Networks

The subrecipient assures that all equipment/software requested and purchased under this subaward 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.

Article LXXXI – Time Records Requirement

The subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

Article LXXXII - Rap Back Program Participation

Pursuant to Section 590.30 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

Article LXXXIII - Death in Custody Reporting Act (DCRA)

Death in Custody Reporting Act (DCRA) - The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). SAAs are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies.

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If an agency experiences a death in custody event, timely submissions of the information on the Death in Custody Reporting Act data collection template are requested to be sent to cjle@dps.mo.gov via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at <https://bja.ojp.gov/funding/performance-measures/DCRA-Reporting-Guidance-FAQs.pdf>, pages 5-7.

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

Article LXXXIV - Drug Task Force Eligibility for Grants

The subrecipient assures, where such grant-funded project is for a drug task force, the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

Article LXXXV - Drug Task Force Training

The subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Notice of Funding Opportunity". The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.

Article LXXXVI – Program Income

The subrecipient agrees to account for program income generated by the activities of this subaward and shall report receipts and expenditures of this income on the monthly Claim report. The subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

Article LXXXVII - Mitigation Plan

The subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

Article LXXXVIII - Duplication of Networks

The subrecipient assures that all equipment/software requested and purchased under this subaward 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

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operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXXXIX - Human Trafficking

The subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

Article XC – Minors

The subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

Article XCI – DPS Grants, Specific:

By accepting this subaward, the subrecipient agrees:

1. Status Reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.
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 \$5,000. 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 is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.
3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS 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

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contract shall, at the option of the DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that 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 DPS Administrative Guide for DPS Grants, as well as Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
7. In the event DPS 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. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this award.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION honoring the life and legacy of Everett Carter, a dedicated public servant who tragically lost his life while serving the community he loved.

RESOLUTION NO. 21841, January 27, 2025

INTRODUCED BY DaRon McGee, Megan L. Marshall, Jalen Anderson, Donna Peyton, Manuel Abarca IV, Venessa Huskey, Charlie Franklin, Jeanie Lauer, and Sean E. Smith, County Legislators

WHEREAS, Everett Carter, a long-time resident of Independence, Missouri, and a cherished member of the Jackson County Public Works team, dedicated 40 years of his life to serving the people of Jackson County with pride and professionalism; and,

WHEREAS, as a Foreman with the Public Works Road and Bridge Division, Everett led his team of equipment operators, affectionately known as the "all-purpose crew," with skill, dedication, and a commitment to excellence, embodying a work ethic that was second to none; and,

WHEREAS, Everett was always the first on the job and the last to leave, leading by example with his unmatched expertise and willingness to mentor others, earning the respect and admiration of his colleagues, who recently honored him as the Division's most talented equipment operator during the annual Christmas banquet; and,

WHEREAS, Everett's commitment to his craft and his community was evident in his tireless efforts to provide exceptional service, often personally addressing requests from residents and consistently ensuring tasks were completed with precision and care; and,

WHEREAS, Everett was a gifted equipment operator and a trusted leader whose vast knowledge and dedication left an indelible mark on the Road and Bridge Division, inspiring young team members to strive for excellence; and,

WHEREAS, his personality and presence were unmistakable—known for his ability to contribute to any conversation, offering insights, humor, or a well-earned grunt of approval, his voice was always respected and his leadership valued; and,

WHEREAS, Everett, who was eagerly anticipating his retirement at the end of this month, tragically lost his life in an accident while performing snow removal operations in the unincorporated area of Blue Summit, reminding us all of the sacrifices and risks faced by public servants in their daily work; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby honors the life and legacy of Everett Carter, extends heartfelt condolences to his family, friends, and colleagues, and expresses profound gratitude for his four decades of dedicated service to the people of Jackson County.

BE IT FURTHER RESOLVED that the Legislature acknowledges the immeasurable contributions Everett made to our community, celebrates his life and work, and commits to remembering his legacy with the utmost respect and gratitude.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 9, 2025 12:27 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21841 of January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION requiring the Jackson County property cards provided by the Assessment Department to include photographs of the property inspection and related property comparable sales that were used to determine the Fair Market Value (FMV) and property classification.

RESOLUTION NO. 21843, January 27, 2025

INTRODUCED BY Sean Smith, County Legislator

WHEREAS, currently Jackson County taxpayers must submit a Sunshine Request to receive information related to their property's tax assessment; and,

WHEREAS, Jackson County property cards do not contain all the information the County has on file that is used to determine a property's tax assessment; and,

WHEREAS, the Jackson County Assessment Department has that information in an easily accessible database; and,

WHEREAS, the County Legislature asserts that taxpayers have the right to timely access information related to their property assessments, regardless of the County's legal obligations under the Sunshine Act, and that this information shall be made fully available, without any restrictions or limitations; and,

WHEREAS, additional information taxpayers provide during the process of appealing a property's tax assessment shall not be used by any entity other than the Jackson County Assessment Department and the Jackson County Board of Equalization; now therefore,

BE IT RESOLVED that the Jackson County Assessor shall amend property cards to include the following: photographic evidence of inspection of the property, related property comparable sales used to determine Fair Market Value, and the property classification; and,

BE IT FURTHER RESOLVED that information collected by the Assessor to determine property values must not be supplemented after the assessment is complete; and,

BE IT FURTHER RESOLVED that any information obtained and used by the Assessment Department must be fully documented and completed before the property card is sent to the taxpayer; and,

BE IT FURTHER RESOLVED if the Assessor requires more information than what was originally collected to validate the property value, the assessment of that property shall be deemed incomplete.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 23, 2025 09:57 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21843 of January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-218, Version: 0

REQUESTED MEETING DATE:

Resolution No. 21843

SPONSORS:

Sponsor: Sean Smith

Date: January 27, 2025

Sean E. Smith

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Ashley Al-Shawish **PHONE:** 816-881-3276

EMAIL: aal-shawish@jacksongov.org

DEPARTMENT: Sean Smith; Jackson County Legislator

TITLE: An ORDINANCE requiring the Jackson County Assessment Department to make available any information pertaining to a homeowner's property without the requirement of submitting a Sunshine Request and expanding the range of information made available on Jackson County Property cards.

SUMMARY: WHEREAS currently Jackson County taxpayers must submit a Sunshine Request to receive information related to their property's tax assessment; and, WHEREAS Jackson County Property cards do not contain all viable information the county has on file related to property assessments; and, WHEREAS taxpayers have a right to access information related to their property assessment in a timely manner not subject to the county's legal requirements in responding to Public Information Requests via the Sunshine Act and such information shall not be available on a limited basis; and, WHEREAS additional information taxpayers offer during the process of appealing a property's tax assessment shall not be used by any entity other than the Jackson County Assessment Department and the Jackson County Board of Equalization; now therefore, BE IT

ORDAINED that the Jackson County Assessor shall amend Property Cards to include the following: photographic evidence of inspection of the property, related property comps the county used to determine Real Market Value and property classification. BE IT FURTHER ORDAINED that information collected by the Assessor to determine property values must not be supplemented after the assessment is complete. Information obtained and used by the Assessment Department must be fully documented and completed before the Property Card is sent to the taxpayer. If the Assessor requires more information than what was originally collected to validate the property value, the assessment of that property shall be deemed incomplete.

FINANCIAL IMPACT:**NO** ☒

Amount	Fund	Department	Line-Item Detail

YES ☐**ACTION NEEDED:** AUTHORIZE**ATTACHMENTS:**

No relevant attachments

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of DNA profiling services as required by the Unidentified Remains and Forensic Equipment Replacement Project grant, for use by the Medical Examiner's Office to Othram, Inc., of Houston, TX, at an actual cost to the County not to exceed \$739,830.00, as a sole source purchase.

RESOLUTION NO. 21844, January 27, 2025

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Medical Examiner's Office is in need of Forensic Genetic Genealogy (FGG) services, a new DNA profiling technology, to identify the numerous unidentified remains in its care; and,

WHEREAS, by Ordinance 5898, dated November 4, 2024, the Legislature did accept the Unidentified Remains and Forensic Equipment Replacement Project Grant, in the amount of \$963,000.00, for the period of March 9, 2024, through March 31, 2028, awarded by the Department of Justice, Bureau of Justice Assistance Grant, to provide funding for the needed FGG services; and,

WHEREAS, Othram, Inc., is the only provider of FGG that has the advanced capabilities to provide end-to-end in-house services from DNA extraction, enrichment, and repair through DNA sequencing and genetic genealogy analysis, including personally reaching out to potential family of unknown individuals to obtain confirmatory DNA samples; and,

WHEREAS, for these reasons and pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of this

contract to Othram, Inc., of Houston, TX, as a sole source purchase, at a total cost to the County not to exceed \$739,830.00, over the life of the contract; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and Medical Examiner, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 23, 2025 09:57 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21844 of January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 010 2001 56080
ACCOUNT TITLE: Grant Fund
Medical Examiner
Other Professional Services
NOT TO EXCEED: \$739,830.00

Date

Chief Administrative Officer



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-427, Version: 0

REQUESTED MEETING DATE: 12/2/2024

Resolution No. 21844

SPONSORS:

Sponsor: Manuel Abarca IV

Date: January 27, 2025

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Dr. Lindsey Haldiman

PHONE: 816-881-6600

EMAIL: LHaldiman@jacksongov.org

DEPARTMENT: Medical Examiner's Office

TITLE: A resolution awarding a contract to Othram. Inc. providing DNA profile services to the Medical Examiner's Office, required during the Unidentified Remains and Forensic Equipment Replacement Project, pursuant to Jackson County Code, Chapter 10, Section 1030.1 as a sole source purchase.

SUMMARY: The Medical Examiner's Office is requesting contract award authorization to Ortham, Inc for DNA profile services during the Unidentified Remains and Forensic Equipment Replacement Project, funded as part of the 2024 Byrne Discretionary Community Grant award, pursuant to Jackson County Code, Chapter 10, Section 1030.1 as a sole source purchase.

FINANCIAL IMPACT:

NO ☐

Amount	Fund	Department	Line-Item Detail
739,830	010	2001	56080

YES ☒**ACTION NEEDED:** AUTHORIZE**ATTACHMENTS:**

Click or tap here to enter text.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date:

RES # 21844
eRLA ID #: 24-427

010 Grant Fund

Cost Center		Spend Category	Program/Grant/Project	Not to Exceed
2001	Medical Examiner	56080 Other Professional Services	GR100190	\$ 739,830
APPROVED				\$ 739,830

APPROVED
By Sarah Matthes at 9:21 am, Dec 16, 2024

Budget Office



THE JACKSON COUNTY MEDICAL EXAMINER'S OFFICE

950 East 21st Street
Kansas City, Missouri 64108
(816) 881-6600
(816) 881-6641 fax

To: Barbara Casamento
From: Lindsey J. Haldiman, D.O., Chief Medical Examiner
Date: November 13, 2024
RE: Request for Sole Source Award Approval

The Unidentified Remains and Forensic Equipment Replacement Project will utilize the new technology of Forensic Genetic Genealogy (FGG). Currently there are 27 unidentified remains ready for the FGG process, all of which are intended for FGG in the first year of this project. In the second year, the JCMEO plans to prepare and send approximately 25 additional unidentified remains as well as exhume two unidentified remains (not yet chosen) currently buried, for the intent of sample collections and identification. For the third and fourth year of this project, another two unidentified remains per year will be exhumed for the same purpose. During all four years of the project, funds will be utilized to identify current unidentified cases, along with clearing the backlog of unidentified remains cases. After financial analysis of budgeted costs, procurement amount of \$739,830 for FGG technology are consistent with existing guidelines.

Due to the age, condition, and limited sample size of the remains in most unknown cases, extremely specialized techniques must be used to predict usability of, extract, and analyze DNA from the remains. In addition, once a DNA profile has been made, the likelihood of finding a genealogic relationship depends solely on the number of known profiles available for

comparison through genealogic DNA databases and the ability to locate and contact potential family of unknowns for confirmatory DNA testing. For these reasons, vendors available to provide these services are exceedingly rare. Multiple potential vendors providing DNA analysis services were reviewed including Novogene, SeqCenter, and Illumina, none of which perform FGG testing. Bode Technology, Parabon Nanolabs, and DNA Labs International were potential vendors found that do perform some level of FGG testing. All three rely on public genealogic databases and do not maintain a DNA database of their own. Parabon Nanolabs does not have the capability to search criminal databases, such as CODIS. DNA Labs International provides no assistance with procuring DNA samples from potential familial matches in the event a match is found.

We found only one vendor, Othram, that has the advanced capabilities to provide end-to-end in-house services for FGG from DNA extraction, enrichment, and repair through DNA sequencing and genetic genealogy analysis including personally reaching out to potential family of unknown individuals to obtain confirmatory DNA samples.

Exclusive Othram Services:

1. Complete Integration of Laboratory and Software Services

Othram is the only service provider that builds DNA profiles and develops the algorithms used to search those profiles. This direct and exclusive integration with the FamilyTreeDNA forensic matching database ensures SNP profiles are maximally optimized for forensic genetic genealogy, maximizing the number of genetic matches you can detect and giving you the best chance to solve your case.

2. Exclusive Forensic Search with FamilyTreeDNA and DNASolves

As the exclusive forensic partner of FamilyTreeDNA, Othram integrates ultra-sensitive DNA profiles developed through Forensic-Grade Genome Sequencing® (FGGS®) with advanced features like biogeographical ancestry determination, automated match clustering, and automated triangulation. Searches are performed against the FamilyTreeDNA database and the DNASolves databases, providing the largest consented forensic database search in the market. These databases are searched exclusively through Othram.

3. Forensic-Grade Genome Sequencing® (FGGS®)

Provides ultra-sensitive SNP profiles built from nearly any forensic DNA input. Minimizes the consumption of evidence and budgets through Predictive Suitability Analysis, which evaluates the likelihood of obtaining a usable profile from the sample. Uses genomic refinement, which is a proprietary process to enable successful development of SNP profiles from damaged or degraded DNA evidence. More forensic genetic genealogy cases have been solved with Othram FGGS® than any other method and FGGS is the only method optimized for search with FamilyTreeDNA and DNASolves.

4. KinSNP® Reference Testing

KinSNP® exclusively allows secure pairwise DNA comparisons without public database uploads, ensuring privacy and security for reference testers. This fully offline solution provides maximal protection for third-party individuals who offer to participate in reference testing.

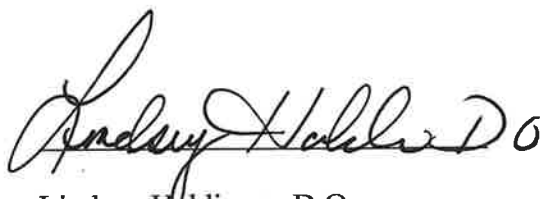
Othram is the only provider that integrates end-to-end laboratory and software services, uniquely positioning us to deliver the best possible outcomes in forensic genetic genealogy. All work is conducted in-house, ensuring seamless workflow from profile generation to database search.

Othram's forensic laboratory has been accredited by the ANSI National Accreditation Board to the ISO/IEC 17025:2017 standards for Forensic Testing and Calibration Laboratories, for Single-Nucleotide Polymorphism (SNP) testing utilizing Massively Parallel Sequencing (MPS).

Contractual Service terms shall commence at 12:00:01 a.m. on March 9, 2024, and expire at 11:59:59 p.m. on March 31, 2028.

Please contact Holly Cass, Entity Administrator, at (816) 881-6650 with questions.

Thank you for your consideration.

A handwritten signature in black ink, reading "Lindsey Haldiman D.O.", with a stylized flourish at the end.

Lindsey Haldiman, D.O.
Chief Medical Examiner

REQUEST SYSTEM TERMS OF USE

Between

Jackson County Medical Examiner's Officer

And

Othram, Inc.

At Othram, Inc. (“*our*,” “*us*”, or “*we*”), our request system—the process by which users ask us to evaluate casework, perform analysis on casework evidence submitted to us, and through which we exchange information with users (the “*Request System*”)—is the primary communication channel between us and those involved in a law enforcement investigation for a particular case. The Request System is located at request.othram.com.

These Request System Terms of Use (these “*Terms*”) describe the terms of use governing the Request System by you (the “*Agency*”).

1. **Purpose.** We are in the business of providing human identification services for law enforcement investigations. We do not assist with consumer-based investigations or non-law enforcement investigations initiated or requested by a consumer. The Request System is usable only for law enforcement investigations. The Agency expressly acknowledges the Agency is a law enforcement agency or is assisting a law enforcement agency and will only use the Request System for law enforcement investigations. The Agency expressly denies the Agency is a consumer and expressly denies the Request System will be used by the Agency in connection with a consumer-based service request or any non-law enforcement investigation initiated or requested by a consumer.

2. **Modifications.** We may change these Terms from time-to-time, so please be sure to check back periodically. We will post any changes to these Terms on request.othram.com. Any such modification shall apply only to Requests received by us after the effective date of such modification.

3. **Definitions.**

3.1 “*Agency-Owned Materials*” means all (i) Submissions, (ii) DNA Profile Deliverables, and (iii) Case Reports.

3.2 “*Authorized User*” means an individual who has a legitimate involvement with a law enforcement investigation and who is authorized to use the Request System via the Request System’s authorization procedures.

3.3 “*Background Technology*” means our development methods, processes, tools, routines, subroutines, programs, data, requirements documents, design artifacts, information, know-how, and materials used to provide the Contracted Services.

3.4 “*Case*” means a discreet case or project for a particular law enforcement investigation assigned by the Agency and accepted by us through the Request System. For clarity, a Case will never include a consumer-based investigation or any non-law enforcement investigation initiated or requested by a consumer.

3.5 “**Case Report**” means a signed, written report for a Case approved by our lab director and delivered by us to the Agency that provides one or more investigative leads.

3.6 “**Confidential Information**” means all information and materials disclosed or made available by a Party to the other Party, whether disclosed or made available orally or visually observed or disclosed or made available in written, electronic, or other form or media, and whether marked, designated, or otherwise identified as “confidential.”

3.7 “**Contracted Services Results**” means all information, materials, products, and results, whether tangible or intangible, that are created, developed, authored, conceived, or delivered by us pursuant to the Request System, other than DNA Profile Deliverable and Case Reports.

3.8 “**Delivered Materials**” means (i) the DNA Profile Deliverable, (ii) the Case Reports, and (iii) any other materials or data provided by us to the Agency pursuant to this Agreement.

3.9 “**DNA Profile Deliverable**” means the SNP profile delivered by us to the Agency and derived from a Submission.

3.10 “**Disclosing Party**” means a Party that discloses or makes available such Party’s Confidential Information.

3.11 “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, requirement, or rule of law of any governmental authority.

3.12 “**Legal Dispute**” means any legal action arising under, or in connection with, these Terms, the Privacy Policy, or any other instrument, document, or agreement executed or delivered in connection with these Terms or the Privacy Policy, or in any way connected with, or related or incidental to, the dealings of the parties with respect to these Terms or the Privacy Policy or such other instrument, document, or agreement executed or delivered in connection with these Terms or the Privacy Policy.

3.13 “**Offered Services**” means (i) investigative leads records research services, (ii) familial reference testing services, and (iii) forensic evidence laboratory testing services. We may expand or contract the Offered Services in our discretion.

3.14 “**Othram-Owned Materials**” means all (i) Background Technology and (ii) Contracted Services Results.

3.15 “**Party**” means the Agency or us.

3.16 “**Person**” means any individual, corporation (including any non-profit corporation), partnership (including any general partnership or limited partnership), limited liability company, joint venture, association, organization, trust, unincorporated organization, other entity, or governmental authority.

3.17 “**Privacy Policy**” means the Privacy Policy attached as Exhibit A.

3.18 “**Recipient**” means a Party that receives or obtains the other Party’s Confidential Information.

3.19 “**Representatives**” means, with respect to a Party, such Party’s affiliates and the employees, officers, directors, managers, owners, agents, attorneys, accountants, and advisors of such Party and such Party’s affiliates.

3.20 “**Submission**” means any item (of any kind) the Agency submits to us through the Request System, including submitted evidence and submitted extracts.

3.21 “**Third Party**” means any Person that is not a Party.

4. **Services.**

4.1 **Scope.** The Agency may request one or more Offered Services from us by submitting a services request through the Request System (each, a “**Request**”). The Offered Services accepted by us through the Request System are the “**Contracted Services.**” We shall provide the Contracted Services to the Agency in accordance with these Terms and the Privacy Policy.

4.2 **Term.** These Terms shall commence at 12:00:01 a.m. on March 9, 2024 (the “**Effective Date**”), and expire at 11:59:59 p.m. on March 31, 2028.

5. **Compensation.** As compensation to us for providing the Contracted Services for a Request, the Agency shall pay us for such Contracted Services in accordance with our fee quote for such Request. The pricing for itemized Contracted Services is set forth on Schedule 1. All past due amounts shall bear interest until paid in full at the rate of the lesser of (i) 1.5% per month or (ii) the maximum allowed by law. If any amount is past due, we may suspend providing the Contracted Services, unless and until such past due amount, all accrued interest, and all collection fees are paid to us. In addition to any other amounts due pursuant to these Terms, the Agency shall pay all taxes (if any) that are assessed upon, or with respect to, any sums paid or owing or materials or services provided by us or otherwise arising in connection with these Terms.

6. **Confidentiality.**

6.1 **Obligations.** The Recipient shall (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Recipient would protect the Recipient’s own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not use the Disclosing Party’s Confidential Information, or permit the Disclosing Party’s Confidential Information to be accessed or used, for any purpose other than in connection with this Agreement or otherwise in any manner to the Disclosing Party’s detriment, and (iii) not disclose any of the Disclosing Party’s Confidential Information to any Person, except to the Recipient’s Representatives who (1) need to know such Confidential Information to assist the Recipient, or act on the Recipient’s behalf, in relation to this Agreement or to exercise the Recipient’s rights under this Agreement, (2) are informed by the Recipient of the confidential nature of such Confidential Information; and (3) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement, and (4) be responsible for any breach of this Agreement caused by any of the Recipient’s Representatives.

6.2 **Additional Obligations.** Except as required by applicable federal, state, or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit any of such Party’s Representatives to, disclose to any Person (i) that the other Party’s Confidential Information has been made available to such Party or such Party’s Representatives or that such Party has inspected any portion of the other Party’s Confidential Information, (ii) that discussions or negotiations may be, or are, underway between the Parties regarding the Parties’ Confidential Information or this

Agreement; or (iii) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to this Agreement or the Parties' Confidential Information.

6.3 Required Disclosure. Any disclosure by the Recipient or the Recipient's Representatives of any of the Disclosing Party's Confidential Information pursuant to a federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section 6.3. Prior to making any such disclosure, the Recipient shall make commercially reasonable efforts to provide the Disclosing Party with (i) prompt written notice of such requirement so that the Disclosing Party may seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy, and (ii) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section 6.3, the Recipient remains subject to a Legal Order to disclose any Confidential Information of the Disclosing Party, then the Recipient (or the Recipient's Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6.4 Return or Destruction. At any time during or after the Term (as defined below), at the Disclosing Party's written request, the Recipient and the Recipient's Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any notes created by the Recipient or the Recipient's Representatives relating to the Disclosing Party's Confidential Information and certify in writing to the Disclosing Party that such copies have been destroyed.

6.5 Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Section 6 by such Party or such Party's Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights under this Section 6.5), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach of this Section 6, and the Parties waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

7. Ownership.

7.1 Agency-Owned Materials. The Agency owns all right, title, and interest (including all intellectual property rights) in and to all Agency-Owned Materials. The Agency-Owned Materials are the Agency's exclusive property and are protected under applicable copyright, trademark, tradename, service mark, proprietary rights, and other Intellectual Property Rights laws. All rights in and to the Agency-Owned Materials not expressly licensed to us in this Agreement remain in the Agency.

7.2 Othram-Owned Materials. We own all right, title, and interest (including all intellectual property rights) in and to all Othram-Owned Materials. The Othram-Owned Materials are our exclusive property and are protected under applicable copyright, trademark, tradename, service mark, proprietary rights, and other Intellectual Property Rights laws. All rights in and to the Othram-Owned Materials not expressly licensed to the Agency in this Agreement remain in us.

8. **Case Reports.**

8.1 **Disclosures.** The Agency represents and warrants the Agency will not (i) modify the content of any Case Report, (ii) remove or alter any of our notices on any Case Report, or (iii) disclose any Case Report to any Third Party unless the Case Report is disclosed in its entirety without modification or alteration in any way.

8.2 **Disclaimers.** The Agency acknowledges and agrees the content of the Case Reports is derived from public records or other records provided by third parties and such records may be inaccurate, out-of-date, or incorrect. As a result, the Agency acknowledges and agrees we are not responsible for, and do not independently confirm, the efficacy of such records or the data derived from such records.

8.3 **Responsibilities.** The Agency acknowledges and agrees (i) the Agency is solely responsible for using the Case Reports, (ii) the Agency is solely responsible for knowing and complying with, and is familiar with, all Laws applicable to the Case Reports, including all Laws in the Agency's jurisdiction relating to the collection, possession, and submission of DNA for law enforcement investigative purposes, and (iii) we shall have no responsibility or liability with respect to the Agency's use of, or reliance on, any Case Report.

8.4 **Representations and Warranties.** The Agency represents and warrants (i) the Agency has a legitimate need to receive each Case Report, (ii) the Agency will use each Case Report in accordance with these Terms, (iii) the Agency will use each Case Report in a responsible and ethical manner, (iv) the Agency will use each Case Report in compliance with all applicable Laws, and (v) the Agency's use of a Case Report will not violate any Laws.

9. **Submissions.**

9.1 **Responsibility.** The Agency is solely responsible for all Submissions. The Agency understands the Agency must evaluate and bear all risks associated with the collection, possession, and submission of all Submissions, including reliance on the accuracy, completeness, and usefulness of the Submissions. The Agency represents and warrants (i) the Agency has sufficient right, title, and interest in and to all Submissions for purposes of each Case Report and the Contracted Services, (ii) the Agency has all necessary consents, releases, and permissions to submit the Submissions to us and for us to provide the Contracted Services, (iii) the Agency's collection, possession, and submission of all Submissions comply with all applicable Laws, (iv) the Agency's collection, possession, and submission of all Submissions is in connection with, or in furtherance of, a law enforcement investigation and a legitimate legal situation, (v) the Agency will not submit a Submission in connection with, or in furtherance of, a consumer-based investigation or any non-law enforcement investigation initiated or requested by a consumer, (vi) our receipt, possession, and use of the Submissions in connection with the Contracted Services will not violate any Law or misappropriate or infringe upon the rights of any third party, and (vii) the Agency has sufficient ownership and jurisdiction of all Cases.

9.2 **License.** The Agency grants us a royalty-free license to use, modify, manipulate, test, and analyze the Submissions as necessary to provide the Contracted Services.

10. **Authorized Users.**

10.1 **Qualifications.** The Request System is usable by Authorized Users only. We reserve the right to terminate or suspend any Authorized User's access to the Request System, in whole or

in part, at any time (for any reason or for no reason and without notice), including in connection with any improper or suspected improper access to, or use of, the Request System.

10.2 Roles. Authorized Users are divided into five distinct roles within the Request System (each, a “**Role**”): (i) Case Leaders, (ii) Account Holders, (iii) Evidence Holders, (iv) Billing Contacts, and (v) Team Members.

10.3 Rights. Each Role has a specific set of rights within the Request System. If there is a question as to whether an Authorized User qualifies for, or is characterized as, a particular Role, then we will collaborate with the Agency and make a final determination with respect to that assignment. A particular Authorized User may have multiple Roles. The respective set of rights for the Roles are as follows:

(a) Case Leaders. Each Request must be tied to a law enforcement investigation through a single criminal justice system participant (an “**Case Leader**”). The Case Leader is the lead, and there can only be one Case Leader of a Request at any point in time, although the identity of a Case Leader of a Request can change over time.

(i) Case Leaders fall into one of five categories: (1) law enforcement officers, (2) public crime lab directors, (3) medical examiners and coroners, (4) prosecutors and district attorneys; and (5) defense attorneys.

(ii) Case Leaders never fall into any of the following categories (which are for illustrative purposes only and are not meant to be exhaustive). Those within the following categories, however, may qualify as Authorized Users for other purposes; they simply are not considered Case Leaders: (1) funding agencies, (2) individual funding donors, (3) private companies offering lab or genealogy services, (4) non-profits and advocacy groups, (5) universities and research organizations, and (6) private citizens.

(iii) **Only Case Leaders can sign off on process workflow and deliverables for a Request, including any adjustment to the existing process workflow or deliverables.** Accordingly, we are only able to take instruction or direction on a Request from the Case Leader of the Request. Case Leaders are permitted to appoint another Authorized User to approve quotes for our services.

(iv) If we receive instructions or directions from someone other than a Case Leader, then (1) we cannot act on such instruction or direction until we identify the appropriate Case Leader and confirm such instruction or direction with such Case Leader and (2) reserve the right to send or post a written or electronic request seeking clarification or additional information or direction or return any applicable items received.

(v) For example, as part of a Request, we may be asked to (1) provide a deliverable (such as a SNP profile or a lead), (2) upload to an external database, or (3) provide login credentials for data access. We are not able to act on any of these asks without specific instructions or directions by the Case Leader of the underlying Request.

(b) Account Holders. An Account Holder is an Authorized User who creates an account on the Request System and makes a particular Request. The Account Holder is responsible for identifying the Case Leader, and the Account Holder may be, but is not required to be, the Case Leader. For example, an Account Holder could be the lead detective on a law enforcement investigation and therefore serve as the Case Leader. Alternatively, an Account Holder could be an individual who works with, or in the same office as, the Case Leader (such as a clerical staff member or a non-lead investigator)

and makes the Request on behalf of the Case Leader. An individual acting in the Role of Account Holder (and not as Case Leader) does not have the ability to provide instructions or directions for a Request.

(c) Evidence Holders. An Evidence Holder is an Authorized User who delivers or sends us evidence either (1) in person or (2) via a traceable courier (*i.e.*, FedEx or UPS) with a tracking number and signature required. If we return evidence for a Request, we will coordinate that return with the Evidence Holder. An Evidence Holder has no additional rights within the Request System.

(d) Billing Contacts. A Billing Contact is the Authorized User to whom our invoices are sent or made available and who is responsible for securing payment to us on those invoices. A Billing Contact has no additional rights within the Request System.

(e) Team Member. A Team Member is an Authorized User who does not fit into any of the other Roles but who has an interest of some kind in a Request and is entitled to receive updates about the Request. This may be the funding source of the Request, such as a donor. A Team Member must be approved by the Case Leader.

11. Access.

11.1 Process. Each Authorized User must register with us by entering the Authorized User's email address, selecting a valid password, and providing all other required registration information (collectively, the "**Registration Information**") and obtaining a user account. Each Authorized User must agree that, at the time of submission to us, the Registration Information for such Authorized User is true, accurate, current, and complete and must update such Registration Information as appropriate. The Agency will be responsible for any untrue, inaccurate, out-of-date, or incomplete Registration Information and for all use of the Request System. We reserve the right to terminate or suspend the Agency's or any Agency Personnel's access to the Request System, in whole or in part, at any time (for any reason or for no reason and without notice). The Agency agrees to use the Request System only for the Request System's intended purposes, and the Agency further agrees we will not be liable to the Agency or to any Third Party for any modification, suspension, or discontinuance of the Request System (in whole or in part).

11.2 Eligibility. The Agency represents and warrants (i) the Agency's and the Authorized Users' use of the Request System is legal in, and does not violate any laws or regulations of, the jurisdictions in which the Agency or any Authorized User resides or from which the Agency or any Authorized User uses or otherwise accesses the Request System, (ii) the Agency possesses the legal right and ability to enter into these Terms and to use the Request System in accordance with these Terms, (iii) the Agency's and the Authorized Users' use of the Request System will be in accordance with these Terms, and (iv) the Agency's and the Authorized User's use of the Request System will be in accordance with all applicable Laws. The Agency's and the Authorized Users' use of the Request System and the Contracted Services may be subject to the export and import laws of the United States and other countries. The Agency and the Agency Personnel agree to comply with all applicable export and import Laws, including the Export Administration Regulations and sanctions control programs of the United States.

11.3 Restrictions and Limitations. Neither the Agency nor any Authorized User may (i) select or use as Registration Information a name of another person with the intent to impersonate that person or (ii) use as the Registration Information a name subject to any rights of a person other than such registrant without appropriate authorization. We reserve the right, at our discretion, to (a) refuse registration of the Registration Information and (b) cancel or deactivate any account, including due to inactivity, and, at our election, delete all related information and files in, or relating to, any Agency Account.

12. **Indemnity.** The Agency will indemnify, defend, and hold harmless us, our affiliates, and our and our affiliates' owners, parents, partners, shareholders, members, subsidiaries, managers, directors, officers, employees, contractors, agents, information providers, suppliers, agents, representatives, and attorneys from and against any and all claims, liabilities, damages, losses, costs, and expenses, including court costs and reasonable attorneys' fees, resulting from, relating or attributable to, or arising out of, the Agency's (including any member of the Agency's personnel) breach of, or failure to comply with, these Terms or the Privacy Policy.

13. **Disclaimers.** THE DELIVERED MATERIALS ARE INTENDED SOLELY FOR ASSISTING THE AGENCY WITH INVESTIGATIVE LEADS IN APPLICABLE CASES AND ARE NOT INTENDED AS LAW ENFORCEMENT SERVICES OR ADVICE OF ANY KIND. WE DO NOT WARRANT OR GUARANTEE (i) THE DELIVERED MATERIALS WILL BE ERROR-FREE OR (ii) ANY SPECIFIC RESULTS FROM USE OF THE DELIVERED MATERIALS. THE DELIVERED MATERIALS DERIVE FROM PUBLIC RECORDS AND THEREFORE MAY BE INACCURATE, OUT-OF-DATE, OR INCORRECT. THE AGENCY REMAINS SOLELY RESPONSIBLE FOR ALL OF THE AGENCY'S (INCLUDING THE AUTHORIZED USERS) ACTIONS AND OMISSIONS, INCLUDING THOSE ATTRIBUTABLE TO, OR IN ANY WAY RELATED TO, THE DELIVERED MATERIALS. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES. WE TAKE NO RESPONSIBILITY FOR THE SUBMISSIONS, INCLUDING THE LEGALITY OR ACCURACY OF, OR RIGHT TO USE, MODIFY, MANIPULATE, TEST, OR ANALYZE, ANY SUBMISSION OR WHETHER ANY SUBMISSION IS LIBELOUS, SLANDEROUS, DEFAMATORY, OR DISPARAGING OR OTHERWISE VIOLATES ANY PERSON'S RIGHTS, INCLUDING THE RIGHT TO PRIVACY OR MORAL RIGHTS.

14. **Limitations.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT HAVE ANY LIABILITY TO THE AGENCY OR ANYONE ELSE ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ALL AMOUNTS PAID BY THE AGENCY, AND RECEIVED BY US, FOR THE IMMEDIATELY PRECEDING 6-MONTH PERIOD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.

15. **Dispute Resolution.** Except as described in Section 15.3, any Legal Dispute shall be resolved in accordance with the procedures set forth in these Sections 15.1 and 15.2. Until completion of such procedures, no Party may take any action to force a resolution of a Legal Dispute by any judicial or similar process, except to the extent necessary to avoid expiration of a claim that is permitted by these Terms or the Privacy Policy.

15.1 **Mediation.** Any Party seeking resolution of a Legal Dispute shall first submit (the "***Mediation Submission***") the Legal Dispute to the American Arbitration Association (the "***AAA***") for resolution by non-binding mediation administered by the AAA under the AAA's Commercial Mediation Procedures then in effect (the "***Mediation***"). The Mediation Submission shall set out the reasonable details of the Legal Dispute. The Mediation will take place before a single mediator (the "***Mediator***") in Montgomery County, Texas, within 90 days following the Mediation Submission. If the parties are unable to mutually agree to the Mediator within 45 days following the Mediation Submission, then the AAA shall appoint the Mediator within 60 days following the Mediation Submission.

15.2 Arbitration. Each Party agrees that if any Legal Dispute is not resolved by Mediation undertaken pursuant to Section 15.1 within 120 days following the Mediation Submission for such Legal Dispute, then such Legal Dispute shall be subject to the following dispute resolution procedures:

(a) If a Party elects to proceed with a formal dispute resolution process, then such Party shall submit (the “**Arbitration Submission**”) the Legal Dispute to the AAA for resolution by arbitration administered by the AAA under the AAA’s Commercial Arbitration Rules then in effect (the “**Arbitration**”). The Arbitration Submission shall set out the reasonable details of the Legal Dispute. The following provisions shall apply to the Arbitration:

(i) The Arbitration shall take place before a single arbitrator (the “**Arbitrator**”) in Montgomery County, Texas. The Arbitrator shall have a minimum of ten years’ experience in the human identification and DNA testing industry. If the parties are unable to mutually agree to the Arbitrator within 45 days following the Arbitration Submission, then the AAA shall appoint the Arbitrator within 60 days following the Arbitration Submission. The date on which the Arbitrator is determined in accordance with this Section 15.2(a)(i) is the “**Appointment Date**.” In the event of the incapacity of the Arbitrator after the Appointment Date, which incapacity shall prevent the conclusion of the proceedings within the time limits set forth in this Section 15.2, such Arbitrator shall be replaced in the same manner as originally appointed.

(ii) Within 15 days following the Appointment Date, the Arbitrator shall convene a preliminary hearing (either in person or by phone, as determined by the Arbitrator) to set the schedule for the Arbitration. Unless the parties mutually stipulate to the contrary, the final Arbitration hearing (the “**Hearing**”) shall be held no later than one year after the Appointment Date. The date on which the Hearing commences is the “**Hearing Date**.” The Arbitrator shall render the Arbitrator’s final decision in writing no later than 30 days after the Hearing is concluded.

(iii) Unless the Arbitrator, upon a showing of good cause, rules otherwise, a claim of confidentiality of any answer or document shall be honored, and such information shall not be disclosed to Third Parties or used for any purpose outside the Arbitration without the consent of the Party claiming the privilege.

(iv) To meet an expedited Hearing Date of one year following the Appointment Date, the Arbitrator shall have the sole discretion to limit the discovery period for the Arbitration and to limit the amount of discovery conducted by the parties, including limiting the number of written interrogatories (including subparts), requests for production of documents or other tangible things, and hours of depositions that a Party may ask or take. Each Party may interview and discuss matters with witnesses. The receipt and consideration of all evidence shall be within the sole discretion of the Arbitrator.

(v) The Hearing shall last no more than five Business Days, and all post-Hearing briefs shall be delivered to the arbitrator within 10 days following the conclusion of the Hearing. No transcription of the Hearing shall be made.

(vi) The substantive law of the state of Texas shall apply to all issues presented to the Arbitrator, including the validity, scope, interpretation, and enforceability of this Section 15.2. Conflict of laws or choice of law principles that might call for the application of another law shall not be applied. In addition, the Texas Rules of Evidence and Procedure shall apply to this Section 15.2, subject to the terms and conditions of, and the limitations set forth in, this Section 15.2.

(vii) The Arbitrator is empowered to issue subpoenas for witnesses and documents. All decisions or orders of the Arbitrator may be enforced, if necessary, by any court. The

Arbitrator's award(s) (interim and final) shall be in writing and may be confirmed and judgment entered upon the award(s) in any court having jurisdiction over the parties or in any jurisdiction where any of the parties have real or personal property, each Party consenting to jurisdiction in such venues.

(viii) In no event shall the Arbitrator award money damages or equitable relief or specific performance that is not expressly authorized by, or that is in conflict with, these Terms or the Privacy Policy. The Arbitration award shall be final and not subject to appeal, except in the event of fraud or misconduct of the Arbitrator.

(ix) The prevailing Party in an Arbitration shall be entitled to recover, in addition to such Party's damages (subject to limitations stated elsewhere in this Agreement), such Party's reasonable attorneys' fees, expert witness fees, costs of Arbitration, and other ordinary and necessary costs of Arbitration, as determined by the Arbitrator. Such costs shall include the costs of any legal proceedings brought to enforce an Arbitration award, judgment, or decree.

15.3 Equitable Relief. Notwithstanding any provision in this Section 15 to the contrary, either Party may proceed to applicable state or federal courts for the purpose of obtaining equitable relief permitted by these Terms or the Privacy Policy, without the requirement of posting bond or any other security, including temporary restraining orders, temporary injunctions, or specific performance.

15.4 Confidentiality; Non-Disparagement. The subject and details of any Legal Dispute, as well as the terms of any settlement or resolution of such Legal Dispute, are confidential and shall be disclosed only as reasonably necessary by the parties to the parties' respective attorneys and advisors. The parties agree to not make, or allow any of such parties' affiliates to make, any disparaging or derogatory statements, whether orally, electronically, or in writing, concerning the other Party, whether in connection with any Legal Dispute arising under, or in connection with, these Terms, the Privacy Policy, or otherwise.

16. General.

16.1 Miscellaneous. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties' respective successors and permitted assigns. This Agreement does not create, and shall not be construed as creating, any right enforceable by any Third Party. The Agency may not assign these Terms without our prior, express, and written consent. These Terms and the Privacy Policy (i) embody the entire agreement and understanding between the parties relating to the subject matter of these Terms and the Privacy Policy and (ii) supersede all prior agreements and understandings relating to the subject matter of these Terms and the Privacy Policy. The failure of a Party at any time or times to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of these Terms or the Privacy Policy shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance. We shall be entitled to enforce our rights under these Terms and the Privacy Policy to recover damages caused by reason of any breach of any provision of these Terms or the Privacy Policy and to exercise all other rights granted by law or otherwise available to us.

16.2 Severability. If any provision of these Terms or the Privacy Policy is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and these Terms and the Privacy Policy shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of these Terms or the Privacy Policy; and the remaining provisions of these Terms and the Privacy Policy shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from these Terms or the

Privacy Policy. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of these Terms or the Privacy Policy (as applicable) a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

16.3 Choice of Law. These Terms and the Privacy Policy shall be governed by, and construed and enforced in accordance with, the laws of the state of Texas (without regard to Texas' conflicts of laws rules). Subject to Section 15, venue of any action relating to, or arising out of, these Terms or the Privacy Policy shall lie exclusively in the courts located in Montgomery County, Texas.

16.4 Relationship of Parties. We are an independent contractor. Nothing in these Terms or the Privacy Policy shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever, nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

16.5 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including," "include," and "such as" do not denote or imply any limitation, (ii) "shall" or "will" indicate a requirement, (iii) "should" indicates a recommendation, (iv) "may" indicates permission, (v) "can" indicates a possibility or capability, (vi) "or" has the inclusive meaning "and/or," (vii) "and/or" means "or" and is used for emphasis only, (viii) "U.S." or "United States" means the United States of America, (ix) "\$" refers to U.S. dollars, (x) the singular includes the plural, and vice versa, and each gender includes each other gender, (xi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, (xii) references to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, (xiii) "Section" refers to a section of this Agreement and all subsections of such section, unless another agreement is specified, (xiv) all references to times are times in The Woodlands, Texas, (xv) references to a Party's discretion shall mean such Party's sole and absolute discretion, (xvi) "relating to," "related to," and "relates to" (or any grammatical variation thereof) mean consisting of, referring to, attributable to, reflecting, supporting, evidencing, prepared in connection with, used in preparation for, or being in any way legally, logically, or factually connected with the matter discussed, and (xvii) "day" refers to a calendar day unless expressly identified as a Business Day.

(Balance of Page Intentionally Blank; Signature on Next Page)

The following parties enter into these Terms Use effective as of the Effective Date.

Jackson County Medical Examiner's Officer

By: _____
Name: _____
Title: _____

Othram, Inc., a Delaware corporation

By: _____
David Mittelman, CEO

Schedule 1

Itemized Pricing

(See attached)

MDFI Partner Program (optional)

Item	Notes/ Description	U/M	Price
MDFI Partner Program	<p>The MDFI Partner Program offers advanced training and early access to Othram's MDFI products and tools. The program is designed for regular forensic genetic genealogy users leveraging Othram's technology to resolve crimes. Annual Agency subscription to the MDFI Program includes:</p> <ul style="list-style-type: none"> • Complementary Access to up to 8 Regional or Immersive Training Events (2 per quarter/ 1 at Othram and 1 Regional) • Two (2) Complimentary Registrations to Othram's Annual Forensic Conference - ForTech • Unlimited attendance for agency employees • Complementary KinSNP® kit per attending employee (value \$499/ kit) • Early access to Othram's MDFI Products • Free Shipping of Evidence to Othram on all Case related materials 	per agency per year	\$10,000

Turn-key, Bundled Forensic Casework Services

Item	Notes/ Description	U/M	Year 1 3/9/24 to 3/31/25	Year 2 4/1/25 to 3/31/26	Year 2 4/1/26 to 3/31/27	Year 2 4/1/27 to 3/31/28
FGGS® Profile PLUS	<p>Ultra-sensitive SNP profiles, with integrated database search, developed utilizing Forensic-Grade Genome Sequencing®:</p> <ul style="list-style-type: none"> • Full forensic case review • FGGS® DNA Extraction • FGGS® Suitability Analysis • FGGS® SNP Profile • FGGS® Genomic Refinement • Integrated database uploads • Free evidence return shipping • 24/7 access to Othram's secure portal 	per case	\$7,999	\$8,499	\$8,999	\$9,499
FGGS® Evidence-to-Answers	<p>Comprehensive service from forensic evidence to investigative leads. Includes everything in Profile PLUS, as well as:</p> <ul style="list-style-type: none"> • Expedited 6-week TAT for SNP profiles • Flat-rate forensic genetic genealogy • FGGS® Biological Sex Analysis • FGGS® Database Upload Analysis • FGGS® Biological Ancestry Analysis • FGGS® Haplogroup Analysis • FGGS® Surname Analysis • FGGS® Investigative Outreach 	per case	\$11,999	\$12,999	\$13,999	\$14,999
FGGS® Premium RUSH	<p>Rapid & real-time forensic intelligence for your case. Includes everything in Evidence-to-Answers, as well as:</p> <ul style="list-style-type: none"> • Rush 7-day TAT for SNP profiles • Rush KinSNP® Buccal Testing • Dedicated 24/7 investigative support for the duration of the case. 	Per case	\$19,999	\$20,999	\$21,999	\$22,999

Itemized Forensic Casework Services

Item	Notes/ Description	U/M	Year 1 3/9/24 to 3/31/25	Year 2 4/1/25 to 3/31/26	Year 2 4/1/26 to 3/31/27	Year 2 4/1/27 to 3/31/28
KinSNP® Buccal	Rapid familial relationship testing from a voluntary buccal swab that measures candidate relationships between closely and/or distantly related individuals using SNPs.	per sample	\$499	\$549	\$599	\$649
KinSNP® Forensic	Rapid familial relationship testing from a non-buccal reference sample.	per sample	\$1,199	\$1,249	\$1,299	\$1,349
Mixture Mitigation (surcharge)	Applies to mixtures depending on the complexity of the mixture. Testing includes processing of a known standard.	per sample	\$3,999	\$4,499	\$4,999	\$5,499
Rootless Hairs (surcharge)	Applies to the submission of rootless hairs for Forensic Grade Genome Sequencing	per sample	\$3,999	\$4,499	\$4,999	\$5,499
FGG Research	Forensic genetic genealogy research that leverages Othram's proprietary tools and data sets, along with public resources, to assist human identification from a DNA profile. Flat-rate covers six (6) months of investigative research.	per case	\$3,799	\$4,299	\$4,799	\$5,299

Individual Pricing – Testimony

Item	Notes/ Description	U/M	Price
Discovery Packet Preparation	Preparation of packet required for discovery requests.	per hour	\$325
Testimony (in person)	In person testimony for casework performed. Fee is per day including travel to and from court. Price does not include travel costs.	per day	\$2,000
Deposition/ Consultation/ Remote Testimony	Hourly rate associated with preparation for court. May include video testimony.	per hour	\$325

Exhibit A

Request System Privacy Policy

(See attached)

REQUEST SYSTEM PRIVACY POLICY

Between

Jackson County Medical Examiner's Officer

And

Othram, Inc.

At Othram, Inc. (“*our*,” “*us*”, or “*we*”), our request system—the process by which users ask us to evaluate casework, perform analysis on casework evidence submitted to us, and through which we exchange information with users (the “*Request System*”)—is the primary communication channel between us and those involved in a law enforcement investigation for a particular case. The Request System is located at request.othram.com.

This Request System Privacy Policy (this “*Policy*”) describes the privacy practices governing the use the Request System by you (the “*Agency*”).

1. **Purpose.** We are in the business of providing human identification services for law enforcement investigations. We do not assist with consumer-based investigations or non-law enforcement investigations initiated or requested by a consumer. The Request System is usable only for law enforcement investigations. The Agency expressly acknowledges the Agency is a law enforcement agency or is assisting a law enforcement agency and will only use the Request System for law enforcement investigations. The Agency expressly denies the Agency is a consumer and expressly denies the Request System will be used by the Agency in connection with a consumer-based service request or any non-law enforcement investigation initiated or requested by a consumer.

2. **Modifications.** We may change this Policy from time-to-time, so please be sure to check back periodically. We will post any changes to this Policy on request.othram.com. Any such modification shall apply only to Requests received by us after the effective date of such modification.

3. **Definitions.**

3.1 “*Case*” means a discreet case or project for a particular law enforcement investigation assigned by the Agency, and accepted by us, through the Request System. For clarity, a Case will never include a consumer-based investigation or any non-law enforcement investigation initiated or requested by a consumer.

3.2 “*De-Identified Information*” means aggregated, de-identified, or anonymized data (without regard to the type or source of such data) that cannot be used to identify a particular individual and which is derived from, or relates to, Personal Information.

3.3 “*DNA Profile Deliverable*” means the SNP profile delivered by us to the Agency and derived from a Submission.

3.4 “*FBI QAS*” means the then-current Quality Assurance Standards for Forensic DNA Testing Laboratories adopted by the U.S. Federal Bureau of Investigation.

3.5 “**Personal Information**” means information that identifies, or could potentially identify, an individual, including an individual’s (i) name, address, and social security number, (ii) health information, and (iii) genetic information.

3.6 “**Privacy Law**” means, with respect to a Case, any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, requirement, or rule of law of any governmental authority applicable to Protected Information in such Case.

3.7 “**Protected Information**” means, in connection with our providing a Request System Service, (i) information and materials received by us from the Agency, including Personal Information, and (ii) information and materials generated by us in connection with such service, including DNA Profile Deliverables and Work Product. Protected Information does not include information or materials that are publicly available through no fault of ours.

3.8 “**Public**” means, with respect to a Case, the first time at which there is a public release or a public disclosure of such Case, whether by the Agency or someone else acting in concert with, or at the direction of, the Agency.

3.9 “**Request System Service**” means a service provided by us to the Agency through the Request System.

3.10 “**Submission**” means any item (of any kind) the Agency submits to us through the Request System, including submitted evidence and submitted extracts.

3.11 “**Submission Service**” means a Request System Service directly involving a Submission.

3.12 “**Technical Details**” means technical details highlighting or educating as to our capabilities.

3.13 “**Work Product**” means the material that is generated as a function of analysis by us which is not subject to a chain of custody.

4. **Uses.** We shall use Protected Information in compliance with all applicable Privacy Laws and for the purpose of providing Request System Services to the Agency. In addition, if we and the Agency have separately agreed in writing to other privacy practices, then such other privacy practices shall apply to this Policy, and the order of precedence of this Policy and such other privacy practices shall be as described in such other written agreement.

5. **Controls.** We shall maintain adequate privacy and security controls with respect to the Protected Information. We shall ensure that access, use, storage, processing, and protection of Protected Information is in accordance with applicable Privacy Laws.

6. **Obligations.**

6.1 **Employees Only.** We shall provide all Submission Services to the Agency using our employees only. We shall not provide any Submission Service to the Agency using any independent contractor without the Agency’s permission or approval.

6.2 Submissions. A Submission received by us at our facility from the Agency shall not leave our facility without the Agency's permission or approval, including in the circumstances identified in Section 99. We meet the FBI QAS applicable to (i) Submissions and (ii) Work Product.

6.3 Announcements. We shall not announce our involvement in or with a Case until the Case becomes Public (if ever). At the time a Case becomes Public (if ever), unless other arrangements are made between us and the Agency, we reserve the right to announce (including publicly) from time-to-time our involvement with a case. As part of any such announcement, we may disclose Technical Details regarding the Case. Examples of Technical Details include (i) quantity of DNA used, tested, or made available, (ii) degradation of materials, and (iii) proportions of mixtures.

6.4 Confidentiality. All our employees are subject to confidentiality restrictions that provide at least the same level of protection for Protected Information as those in this Policy.

6.5 Access. We shall ensure access to Protected Information is limited to our employees who are performing a Request System Service for the Agency and only for so long as necessary to perform such Request System Service. We shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Protected Information by our personnel. In the event of unauthorized access, use, or disclosure by our personnel of Protected Information relative to the Agency, we shall promptly notify the Agency after discovery of such unauthorized access, use, or disclosure. We have or shall enter into a written agreement or obtain written obligations with each our personnel member containing data protection obligations that provide at least the same level of protection for Protected Information as those in this Policy.

6.6 Safeguards. We have or shall implement safeguards of Protected Information providing for the following: (i) electronically tracking access to our facility, (ii) limiting physical and remote access to our facilities and data, and (iii) implementing network security, including protection against anticipated threats or hazards. In the event of unauthorized access by a third party of Protected Information, we shall promptly notify the Agency after discovery of such unauthorized access or disclosure.

7. Third-Party Communications. It is expected that all third-party communications regarding a Case shall be coordinated and made by the Agency. If asked by the Agency, we shall participate in third-party communications regarding a Case for the Agency, but, unless otherwise agreed to by us and the Agency, it is expected that an Agency representative shall participate with us in each such third-party communication.

8. DNA Profile Deliverables.

8.1 Searches. We use DNA Profile Deliverables generated from a Submission to search against third-party genealogical databases. We will attempt to cause such third-party genealogical databases to limit and restrict access to, and maintain the confidentiality of, any such DNA Profile Deliverable so-used.

8.2 No Returns. Unless a Request System Service provides for the return of a DNA Profile Deliverable or other arrangements are made between us and the Agency, we do not return any DNA Profile Deliverable to the Agency.

8.3 No Sale. We shall not sell any DNA Profile Deliverable, and we shall not sell access to any DNA Profile Deliverable.

8.4 **Collection.** We may collect information from DNA Profile Deliverables to establish genetic identity in the context of a Case, and we shall use such genetic identity from a DNA Profile Deliverable solely in the context of such Case. We will endeavor to avoid collecting or disseminating any DNA Profile Deliverable from which medically relevant information may be derived.

9. **Submissions Retention.** We do not retain any Submission indefinitely. The Agency agrees to facilitate the return of each Submission at the conclusion of each Case.

10. **Additional Uses and Disclosures by Us.**

10.1 **Uses.** We may use Protected Information as follows:

(a) *Providing or Improving Services.* We use Protected Information to provide, maintain, and improve the Request System Services;

(b) *Protecting Rights and Interests.* We use Protected Information to protect the safety, rights, property, or security of us, the Request System Services, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity we consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; and to enforce the Agreement, this Policy, or the Terms of Use;

(c) *Legal Compliance.* We use Protected Information to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.

(d) *General Business Operations.* We use Protected Information where necessary for the administration of our general business, accounting, recordkeeping, and legal functions and as part of our routine business administration, such as employee training, compliance auditing, and similar internal activities.

10.2 **Disclosures.** We may share Protected Information as follows:

(a) *Service Providers.* We may disclose Protected Information to persons who perform functions on our behalf;

(b) *Business Transfers.* We may disclose Protected Information to another entity in connection with an acquisition or merger, sale, or transfer of a business unit or assets, bankruptcy proceeding, or as part of any other similar business transfer, including during negotiations related to such transactions;

(c) *Protecting Rights and Interests.* We may disclose Protection Information to protect the safety, rights, property, or security of us, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that we, in our sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; and to enforce the Agreement, this Policy, or the Terms of Use;

(d) *Legal Compliance.* We may disclose Protected Information to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; in response to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a government official; and

(e) *De-Identified Information.* We are permitted to, and may, create De-Identified Information from Protected Information. We are permitted to, and may, to the extent not prohibited by law, use the De-Identified Information or share, sell, or transfer the De-Identified Information with or to third parties. Such uses may include (i) research and development, (ii) performance testing, and (iii) product development, including analyzing, building, and improving the Request System Services. For clarity, De-Identified Information shall not include DNA Profile Deliverables. The Agency shall have no right, title, or interest in or to the De-Identified Information and shall have no right to use or possess the De-Identified Information.

10.3 Control. This Section 10 controls in the event of any conflict or ambiguity between this Section 10 and any other provision of this Privacy Policy.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a seven-month contract for restorative justice program services for use by the Jackson County Prosecuting Attorney's Office to the Center for Conflict Resolution of Kansas City, Missouri at an actual cost to the County in the amount of \$30,000.00, as a sole source purchase.

RESOLUTION NO. 21845, January 27, 2025

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, by Ordinance 5466, dated November 30, 2020, the Legislature did authorize the acceptance of the Prosecuting Attorney's Office Innovative Prosecution for Combating Violent Crimes grant awarded by the U.S. Department of Justice; and,

WHEREAS, using that grant, Resolution 20774, dated October 4, 2021, awarded a contract to the Center for Conflict Resolution (CCR) for restorative justice program services and conflict resolution training to operate neighborhood accountability boards that served as a diversion mechanism for felony-level cases; and,

WHEREAS, the Prosecuting Attorney's Office will use the same grant to continue efforts to send criminal cases to Neighborhood Accountability Boards, which are trained and staffed by CCR; and,

WHEREAS, the Center for Conflict Resolution is the only full-scope conflict resolution and restorative justice organization in the Kansas City metropolitan area; and,

WHEREAS, for these reasons and pursuant to section 1030.1 of the Jackson County

Code, 1984, the Director of Finance and Purchasing recommends the award of a contract to Center for Conflict Resolution of Kansas City, Missouri, as a sole source purchase, at a total cost to the County not to exceed \$30,000.00 for 2025; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and Prosecuting Attorney, and that the Prosecuting Attorney be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 23, 2025 09:57 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21845 of January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 010 4101 56790
ACCOUNT TITLE: Grant Fund
Prosecuting Attorney
Other Contractual Services
NOT TO EXCEED: \$30,000.00

Date

Chief Administrative Officer



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-453, Version: 0

REQUESTED MEETING DATE: Select Date

Resolution No. 21845

SPONSORS:

Sponsor: Venessa Huskey

Date: January 27, 2025

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

STAFF CONTACT: Gina Robinson, Chief of Operations

PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecutor's Office

TITLE: Awarding a seven-month contract for Restorative Justice Program Services for the Prosecuting Attorney's Office to the Center for Conflict Resolution of Kansas City, Missouri as a sole source in the amount of \$30,000.00.

SUMMARY: The Jackson County Prosecutor's Office requests a seven-month contract with the Center for Conflict Resolution (CCR) for Restorative Justice Services as a sole source, in the amount of \$30,000.00. In 2021, Resolution 20774 awarded a "sole source" contract to CCR for restorative justice services needed for the Prosecuting Attorney's Office Innovative Prosecution for Combatting Violent Crimes Grant. CCR remains the only full-scope Conflict Resolution and Restorative Justice organization in the Kansas City metro area. Our office will continue the effort already initiated under this grant to send criminal cases to Neighborhood Accountability Boards (NAB), which are trained and staffed by CCR, to serve as diversion mechanism for felony-level cases. The Innovative Prosecution Grant, 2020-YX-BX-0014, authorized by Ordinance 5466, dated 11/30/20, awarded to Jackson County by the Department of Justice provides funding for community contracts and is the

File #: 24-453, Version: 0

sole funding source. Contact person is Deborah Bayless, CCR, 300 East 39th Street, Suite 2B, KCMO 64111. Term of this agreement is 9/1/2024 - 3/31/25. Funding Source 010-4132-56790

FINANCIAL IMPACT:**NO** ☐

Amount	Fund	Department	Line-Item Detail

YES ☒**ACTION NEEDED:** AWARD A CONTRACT**ATTACHMENTS:**

Ord 5466 11/30/20, Res 20774 10/4/21, Res 21094 11/14/22, Res 21431 10/16/23, Res 21765 10/14/24, CCR Agreement (Res20774), CCR-Sole Source Ltr 12/24; CCR 2024 Budget

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: January 1, 2024

RES # 21845
eRLA ID #: 24-453

010 Grant Fund

Cost Center		Spend Category	Program/Grant/Project	Not to Exceed
4101	Prosecuting Attorney	56790 Other Contractual Services	GR100013	\$ 30,000
APPROVED				\$ 30,000

APPROVED

By Sarah Matthes at 9:27 am, Dec 16, 2024

Budget Office

COOPERATIVE AGREEMENT
(Restorative Justice Services)

R. 20774

THIS AGREEMENT entered into this 24th day of March, 2022 by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **CENTER FOR CONFLICT RESOLUTION**, 6285 Paseo Blvd, Kansas City, MO 64110, hereinafter referred to as "CCR."

WHEREAS, the Jackson County Prosecuting Attorney's Office is participating in the Innovative Prosecution Services Grant, a federal program designed to bring a strategic approach to criminal justice operations by using innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs; and,

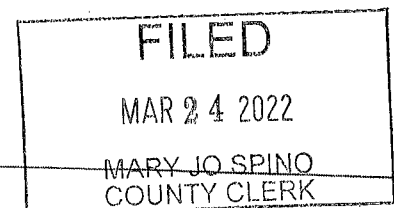
WHEREAS, CCR has agreed to provide restorative justice services under the under this grant, in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, CCR and the County have agreed to be bound by the provisions hereof;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and CCR respectively agree as follows:

1. **Services.** CCR shall work with the Prosecutor's Office and Neighborhood Accountability Board of the East Patrol Division of the Kansas City, Missouri Police Department to provide training and case review for community members, as is more fully described in the attached Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** CCR shall work as an independent contractor and not as an employee of the County. Based upon his expertise and knowledge, CCR



shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. CCR shall report all earnings received hereunder as gross income and be responsible for his own Federal, State and Local withholding taxes and all other taxes, and operate his business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **Payment.** For services rendered under this Agreement, the County shall pay CCR a fee not to exceed \$25,000.00. CCR shall invoice the County monthly for services completed at the rates indicated in Exhibit A. CCR's invoices shall itemize all services performed during the month. The County shall pay such invoices in a timely manner. The first payment shall be due upon the submission of CCR's first invoice and the execution of this Agreement.

4. **Expenses.** CCR shall be responsible for his own expenses related to the services provided under this Agreement.

5. **Duration and Termination.** This Agreement shall be effective October 1, 2021, and shall continue through September 30, 2023. The parties shall have the option of extending the contract for an additional one-year term by mutual agreement in writing.

6. **Assignment.** CCR agrees, in addition to all other provisions herein, that she will not assign any portion or the whole of this Agreement without the prior written consent of the County.

7. **Confidentiality.** CCR shall not communicate, divulge or utilize any confidential information concerning her activities, staff, volunteers, or other stakeholders,

either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

8. **Remedies for Breach.** CCR agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, CCR consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to CCR; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from CCR all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

9. **Severability.** If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.

10. **Conflict of Interest.** CCR warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.

11. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, CCR 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/or Jackson County, 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, CCR shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

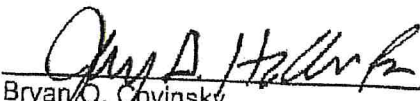
12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and CCR shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of CCR, its officers, employees or agents during the performance of this Agreement.

13. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
24th day of March, 2022

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI

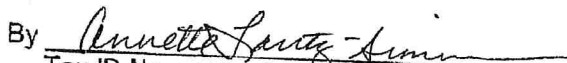

Bryan O. Covinsky
County Counselor


Jean Peters Baker
Prosecuting Attorney

ATTEST:

CENTER FOR CONFLICT RESOLUTION


Mary Jo Spino
Clerk of the Legislature

By 
Tax ID No. 43-1890891

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,000.00 which is hereby authorized. Funding for any renewal term is subject to annual appropriation.

10-13-2021
Date


Director of Finance and Purchasing
Account No. 010-4132-56790

CT 413221001 MR

WORK AUTHORIZATION AFFIDAVIT

Exhibit B

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Center for Conflict Resolution** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Center for Conflict Resolution**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

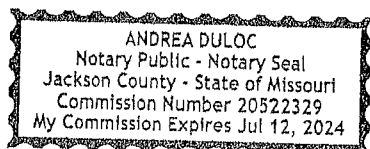
Annette Lantz-Simmons
Authorized Representative's Signature
Executive Director
Title

Annette Lantz-Simmons
Printed Name
3.23.2022
Date

Subscribed and sworn before me this 23rd day of March, 202² A.D. I am
commissioned as a notary public within the County of Jackson, State of
Missouri, and my commission expires on Jul. 12, 2024.

Andrea Duloc
Signature of Notary

3/23/22
Date





JEAN PETERS BAKER

Jackson County Prosecuting Attorney

Date: November 22, 2024

To: Barbara Casamento

From: Mike Mansur, Director of Communications
Jackson County Prosecuting Attorney's Office

Re: Sole Source Contract - Center for Conflict Resolution under
Innovative Prosecution Solutions Grant

Memo:

As we approach the end of 2024, we are winding down a program funded by an Innovative Prosecution Solutions Grant from the Bureau of Justice Assistance. We have \$30,000 remaining to spend. We plan to continue an effort already initiated under this grant to send criminal cases to Neighborhood Accountability Boards (NAB), which are trained and staffed by the Center of Conflict Resolution. We have already forwarded enough cases to CCR to spend the remaining balance. We pay CCR about \$2,000 per case completed through its restorative justice process, which included the NAB. Please see earlier attached 2021 memo from former assistant prosecuting attorney Kate Brubacher for more details of the specific services CCR offers in each case.

Please be advised that CCR remains the only full-scope Conflict Resolution and Restorative Justice organization in the Kansas City metro area. It has operated here for more than 20 years and its staff are properly training for their jobs in mediation and restorative justice programs. Their training and experience in our programs are invaluable. This program would not be possible without CCR and their experience. They should continue to be considered by Jackson County as a sole source for this work.



Center for Conflict Resolution
Prevent · Educate · Restore

300 E 39th Street, Suite 2B
Kansas City, MO 64111
816-461-8255

CCRKC.org

November 20, 2024

The Center for conflict Resolution (CCR) has a twenty-four-year history of serving the Jackson County Community with conflict resolution and restorative justice processes that are informed by academic work and experiential research.

Years of intentionally building relationships with organizations within the criminal justice system, with city and county agencies and with other non-profits has uniquely situated CCR to bring impartial and fair processes to any situation where differing views among people are found.

CCR utilizes the Human Needs Theory of conflict that states that conflict and harm are often caused by unmet basic human needs-physical, psychological and social. The need for security, recognition of identity, participation and autonomy are often expressed. CCR assists conflicting parties to identify and share unmet needs, generate options for meeting those needs and reach agreements that meet the basic human needs of all parties.

CCR proposes a restorative justice process called Neighborhood Accountability Boards and will:

1. Receive referrals from the county prosecutor
2. Contact the parties for intake conversations and pre-visits
3. Set up the NAB process which include trained community members
4. Help parties create plans for restitution and prevention of future harm
5. Follows up with parties for up to a year following the NAB

Center for Conflict Resolution proposed Budget that includes staff time and supplies:

Description	Amount	Quantity	Total
Case Intake	\$300 per hour	Up to 7 hours per case	\$2000 per case
Volume of cases	\$2000 per case	Up to 15	\$30,000

Sincerely,

Deborah M Bayless, M.A.
300 E 39th St. Suite 2B
Kansas City, MO 64111
816-461-TALK (8255)
dbayless@ccrkc.org

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a twelve-month extension to the term and supply contract for the furnishing of automotive parts for use countywide to AutoZone of Memphis, TN, under the terms and conditions of OMNIA Partners Contract No. R211201, an existing competitively-bid government contract.

RESOLUTION NO. 21846, January 27, 2025

INTRODUCED BY Sean Smith, County Legislator

WHEREAS, Resolution 20929, dated April 25, 2022, awarded a thirty-two month term and supply contract with two twelve-month options to extend, for the furnishing of automotive parts for use by various County departments to AutoZone of Memphis, TN under the terms and conditions of OMNIA Partners Contract No. R211201, an existing competitively-bid government contract; and,

WHEREAS, the Parks + Rec Department, Public Works Department, Department of Corrections, Sheriff's Office, Facilities Management Division, Assessment Department, and Medical Examiner's Office all have a continuing need for automotive parts; and,

WHEREAS, the Director of Finance and Purchasing recommends the approval of a twelve-month extension of the County's contract with this vendor for the furnishing of automotive parts to allow the various County departments to continue purchasing automotive parts as needed and to coincide with the new expiration date of Contract No. R211201; and,

WHEREAS, the Director of Finance and Purchasing recommends this extension under

section 1030.4, Jackson County Code, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this extension is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation with annual estimated usage to be \$57,800.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the extension to the existing term and supply contract be authorized as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby authorized, to execute for the County, any documents necessary to the accomplishment of the extension; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments on the contract, and any extensions thereto, to the extent that sufficient appropriations are contained in the then current County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 23, 2025 09:57 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21846 of January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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 is subject to annual appropriations with annual estimated usage to be \$57,800.00.

Date

Chief Administrative Officer



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-523, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

Resolution No. 21846

Sponsor: Sean Smith

Date: January 27, 2025

STAFF CONTACT: Keith Allen **PHONE:** 816-881-3465

EMAIL: keallen@jacksongov.org

DEPARTMENT: Finance/Purchasing

TITLE: Authorizing the Twelve (12) Month extension for the furnishing of Automotive Parts for use by Various County Departments to AutoZone of Memphis, TN under the terms and conditions of OMNIA Partners Contract No. R211201, an existing competitively bid contract.

SUMMARY: Various County Departments require a Term and Supply contract for the furnishing of Automotive Parts on an "as needed" basis. The Purchasing Department currently uses OMNIA Partners Contract No. R211201 which was awarded to AutoZone. Contract No. R211201 was made effective January 1, 2022, with the initial term ending on December 31, 2024. An extension to this contract was renewed through December 31, 2025. The following is a list of County Departments estimated annual usage for this contract: Parks + Rec - \$29,000 Public Works - \$20,000 Department of Corrections - \$5,000 Sheriff's Office - \$2,500 Facilities Management - \$500 Assessment - \$500 Medical Examiner - \$300 Estimated Annual Usage Total - \$57,800 Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing is requesting the authorization of a Twelve (12) Month extension for the furnishing of Automotive Parts for use by Various County

File #: 24-523, Version: 0

Departments to AutoZone of Memphis, TN under the terms and conditions of OMNIA Partners contract No. R211201, an existing competitively bid contract.

FINANCIAL IMPACT:**NO** ☐

Amount	Fund	Department	Line-Item Detail

YES ☐**ACTION NEEDED:** Choose an item.**ATTACHMENTS:**

Click or tap here to enter text.



July 11, 2024

Mr. Duane Findley
Vice President, Commercial Support
Mr. Grant McGee
grant.mcgee@autozone.com
SVP, Commercial
AutoZone Parts, Inc.
123 S. Front St.
Memphis, TN 38103

Re: Renewal Award of Contract #R211201

Dear Gentlemen:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 25, 2024, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on August 31, 2021, and subsequent performance thereafter:

Contract

Automotive Parts and Supplies

The contract will expire on December 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Tillman, at (208) 955-9023 or Melissa.Tillman@omniapartners.com.

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

A handwritten signature in black ink, appearing to read "Adam Tabor", enclosed within a blue DocuSign signature box.

A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Director, Procurement

A handwritten signature in black ink, appearing to read "Rodney Watson", enclosed within a blue DocuSign signature box.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing Christopher Jones for the power of transformation in the culture of health care through MatchRite Care.

RESOLUTION NO. 21847, January 27, 2025

INTRODUCED BY Donna Peyton, County Legislator

WHEREAS, Christopher Jones, as a distinguished leader, Founder, and CEO of MatchRite Care, has demonstrated exceptional dedication to the advancement of technological solutions by equipping patients and families to have their medical records available in one place; and,

WHEREAS, Mr. Jones's grief of losing a son and having missed a critical opportunity for a clinical trial, he made a personal commitment to help other families; and,

WHEREAS, his comprehensive patient-centered platform provides the power to access and collaborate on important patient records in a secure manner; and,

WHEREAS, MatchRite Care aims to put patients and families at the center of healthcare by providing full access and control of their health information on one easy-to-use platform; and,

WHEREAS, Mr. Jones wants to eliminate barriers that inhabit comprehensive maintenance of medical records which he himself encountered; and,

WHEREAS, MatchRite Care is committed to raising awareness about the critical need for minority donors; and,

WHEREAS, MatchRite Care was built on the belief that patients should truly own their health journey, and this feature beautifully captures the heart of what they do; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that this legislative body hereby honors and commends Christopher Jones of MatchRite Care for his exceptional service, leadership, and dedication to the betterment of Jackson County; and,

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Mr. Jones as a token of the Jackson County Legislature's gratitude and recognition of his outstanding contributions.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Jan 23, 2025 09:57 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21847 of January 27, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



FRANK WHITE, JR.
Jackson County Executive

RECEIVED

JAN 22 2025

MARY JO SPINO
COUNTY CLERK

EXECUTIVE ORDER NO. 25-01

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: JANUARY 22, 2025

**RE: APPOINTMENTS AND REAPPOINTMENTS TO THE COMMUNITY
MENTAL HEALTH FUND**

I hereby make the following appointments and reappointment to the Board of Trustees for the Community Mental Health Fund:

Christopher Beal is appointed to fill the vacancy occasioned by the resignation of Suzie (Schuckman) Post, to complete a term set to expire September 30, 2025.

Brook Nasser is appointed to fill the vacancy occasioned by the resignation of Jacquelyn Moore, to complete a term set to expire September 30, 2025.

Eve McGee is appointed to fill the vacancy occasioned by the resignation of Andrea Rodriguez, for a new term set to expire September 30, 2027.

David Lisbon, MD is appointed to fill the vacancy occasioned by the resignation of Dacia L. Moore LPC., for a term set to expire September 30, 2027.

Sandra Jiles is reappointed, with a term set to expire September 30, 2027.

1/22/2025

Date

Frank White, Jr., County Executive

CHRISTOPHER E. BEAL, LMSW

chrisbeal@sbcglobal.net

WORK EXPERIENCE

JOHNSON COUNTY MENTAL HEALTH CENTER,

Johnson County is the mental health agency for Johnson County serving the mental health needs of Johnson County residents.

Clinician, Adolescent Outpatient Addiction Services (July 2023- October 2024)

- Conducted SUD assessments and subsequent intakes for adolescent clients seeking SUD assessments and possible SUD treatment.
- Provided individual and group therapy for SUD and MH clients
- Referred clients to community and residential treatment providers
- Provided family and crisis intervention services
- Provided client updates and treatment recommendations to court services including diversion and probation officers

Open Access, Clinical Practicum August 2022-April 2023

- Learned how to conduct triages to refer clients to agency services or community services
- Learned how to conduct intakes so clients could get assigned to agency mental health treatment teams
- Provided brief therapeutic interventions to adults and children who are experiencing mental health and or substance use issues or crises.

Generalist Practicum September 2021 – April 2022

- Director of the agency was my field instructor.
- Time spent working with clinical staff to learn about triage and assessments in Emergency Services.
- Spent learning about the delivery of substance use disorder and crisis stabilization services.
- Participated in weekly agency leadership meetings.

OTSUKA AMERICA PHARMACEUTICAL, INC., KANSAS CITY, MO

Associate Director, State Government Affairs and Advocacy (May 2012 – December 2020)

Otsuka is a Japanese pharmaceutical company that specializes in research and development of treatments for mental and neurological disorders. Work experience includes the development, adoption and implementation of state policies around access to treatment, non-medical services and supports.

- Passage of initiatives such as Medicaid expansion, mental health drug exemption from prior-authorization requirements; expansion of telemedicine; expansion of access to pharmacy networks and mental health parity.
- Served as a regional corporate liaison with Mental Health America (MHA), National Alliance on Mental Illness (NAMI), Depression and Bipolar Support Alliance (DBSA) and community mental health service providers.
- Facilitated connections among mental health system advocates and policy makers around mutually agreed upon policy initiatives.

KAUFFMAN CENTER FOR THE PERFORMING ARTS, KANSAS CITY, MO

Director of Development (April 2009 – April 2012)

Led fundraising efforts on behalf of the Kauffman Center for the Performing Arts. The Kauffman Center opened in September 2011. Raised \$30 million over 3 years. Part of the senior leadership team that opened the \$413 million performing arts center.

- Raised money for both the capital campaign and an endowment fund.
- Engaged the Board of Directors through frequent updates and calls to potential donors.
- Increased the total number of donors from 600 to 2500.

ELI LILLY AND COMPANY

Elanco Animal Health Division, Indianapolis, IN

Director of Global Corporate Affairs (November 2006 – March 2009)

Promoted to lead the global government affairs, advocacy and communications team for Lilly's animal health division.

Elanco is a global division providing animal health products for food production and pets with annual sales of over \$1 billion.

Eli Lilly and Company, Washington, DC

Manager of Advocacy and Professional Relations (June 2002 – November 2006)

Relocated to take on a new initiative in advocacy and professional relations. Led a team of 15, who were located across the US, whose efforts were focused on federal and state health and mental health care policies. Success was achieved largely through leading others.

- Worked with national and state mental health not-for-profit organizations to impact policies around access to mental health treatments under government programs such as Medicaid and Medicare.
- Developed and implemented strategy around health care disparities with special emphasis on mental health and diabetes.

- Recruited and developed team members. Half of the team received promotions to other assignments over four and a half years.

Eli Lilly and Company, Kansas City, MO

Manager of Public Affairs (February 1996 – June 2002)

Responsible for state government and public affairs outreach for Eli Lilly and Company in Arkansas, Kansas, Kentucky, Missouri and Ohio.

- Passage of increased appropriations for mental health services.
- Passage of legislation protecting access to medications in Kansas, Kentucky, Missouri and Ohio.
- Designed and helped implement several partnerships in Arkansas, Kansas and Missouri to improve patient care in mental health and/or diabetes for patients enrolled in Medicaid.

GREATER KANSAS CITY CHAMBER OF COMMERCE, Vice President of Government Affairs (March 1990 – February 1996)

KANSAS HOUSE MAJORITY LEADER BOB MILLER, Chief of Staff (January 1989 – March 1990)

KANSAS REPUBLICAN PARTY, Political Director (July 1987 – January 1989)

CONGRESSMAN BOB WHITTAKER (KS), Legislative Assistant (January 1986 – July 1987)

SENATOR NANCY KASSEBAUM, Staff Assistant (December 1984 – January 1986)

EDUCATION

University of Kansas

M.S.W Social Work – Degree awarded 6-2023

B.A., Liberal Arts (Political Science)

LICENSE

LMSW - Kansas

VOLUNTEER AND BOARD EXPERIENCE

AIDS Service Foundation of Greater Kansas City

Board (2015-2021)

President (2017-2019)

Development Committee Chair (2016-2017)

Mental Health America of the Heartland

Board (2016-2019)

Policy Committee (2018-2020)

Midwest Center for Holocaust Education

Board (2012-2019)

Co-Chair, 25th Anniversary Dinner (2018)

Vice President (2017-2019)

KC Care Health Center

Board (2012-2017)

Nelson-Atkins Museum of Art

Society of Fellows Board (2012-2018)

Chair (2015-16)

Kansas City Tomorrow – Leadership Development Program

Class of 2009-10

Jackson County Mental Health Levy Board of Trustees

Board member (1997-2002)

Vice Chair Systems Committee (1997-2002)

United Way Public Policy Committee

Committee member (1990-1996)

Governor's Task Force on Welfare Reform

Committee member (1993-1994)

BROOK NASSERI

brooknasseri@gmail.com

WORK EXPERIENCE

Staff Attorney, KU Medical-Legal Partnership, *Kansas City, KS* September 2021 – present

- Represent clients with civil legal needs impacting health, including income supports, housing, education, employment, legal status, and personal and family stability
- Supervise, train, and mentor law student interns
- Collaborate with healthcare partners to meet clients' needs
- Create templates and processes to optimize office workflow

Intern, Cross-Lines Community Outreach, *Kansas City, KS* Fall 2020

- Assisted agency with providing services in hunger relief and housing stabilization

Legal Intern, Community Service Society of New York, *remote position* Summer 2020

- Researched expungement statutes in different states to inform proposed legislative reforms
- Researched human rights complaints based on discrimination against formerly incarcerated individuals

Legal Intern, Douglas County Legal Aid Society, *Lawrence, KS* Spring 2020

- Represented a juvenile client charged with a misdemeanor
- Represented clients petitioning for legal name changes and expungement of criminal convictions

EDUCATION

Bar Admissions: Kansas and Missouri

Juris Doctor, University of Kansas School of Law, *Lawrence, KS* May 2021

Master of Social Work, University of Kansas, *Lawrence, KS* May 2021

Bachelor of Arts with Highest Distinction, University of Kansas, *Lawrence, KS* May 2017
Major in English with Honors, minor in Middle East Studies

VOLUNTEER EXPERIENCE

Crisis Counselor, Headquarters Counseling Center, *Lawrence, KS* 2015 – 2021

- Provided counseling and crisis intervention for callers to the National Suicide Prevention Lifeline
- More than 1,200 volunteer hours completed

Volunteer, ACLU of Kansas Clemency Project, *Lawrence, KS* Fall 2020

- Interviewed clients and assisted attorneys preparing applications for executive clemency for 5 medically vulnerable incarcerated individuals
 - One client was granted executive clemency by Governor Laura Kelly

Eve McGee, Ph.D., MSW
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Summary

- Grant writer with over five years of experience writing foundation proposals and large federal grant applications
- Strong analytical and problem-solving skills
- Excellent written and oral communication skills
- Proven ability to work independently and as a team
- Expertise in research, writing, and managing grant proposals across a variety of sectors

Professional Skills

Proposal Writing | Research | Grant Preparation | Grant submission | Grant Management | Report Writing | Budgeting | Editing | Evaluation | Outcome Assessment | Teamwork | Collaboration | Leadership | Program Development | Microsoft Office Suite | Adobe Acrobat Professional | Ability to Prioritize Work | Meet Deadlines | Time Management | Attention to Detail | Complex Problem Solving | Organized

Education

Ph.D., Social Work	University of Missouri-Columbia
MSW, Social Work Administration	University of Kansas
BSW, Social Work	Central Missouri State University

Experience

Grant Writing and Grant Management Consultant, 2020 – Present, McGee KC Consulting, Woman Minority Owned Business

- Conduct research through online directories, funder websites, and filed 990s to identify foundations and private or public funding agencies best matched with the non-profit organization seeking funding
- Prepare, write, and submit compelling and persuasive letters of inquiry and grant proposals for non-profits to foundations and other grant-making organizations, and persuasively communicate the organization's mission and programs to potential funders
- Accurately interpret guidelines and gather material and information necessary for a competitive proposal
- Provide project/concept development support
- Create timelines, meet deadlines, and manage multiple projects and tasks simultaneously
- Write reports to funders on the outcome of specific programs
- Manage and track grant budgets to ensure compliance with grant contracts
- Collect and analyze programmatic data
- Assess current programs and services to identify strengths, gaps, and areas of improvement to achieve desired outcomes

Director of Allied Health and Simulation, 2020 – 2022, Metropolitan Community College – Penn Valley

- Led the Allied Health and Simulation Department and directed the following programs: Coding Specialist, Dental Assistant, Emergency Medical Technician/Paramedic, Health Information Management, Occupational Therapy Assistant, Physical Therapist Assistant, Radiologic Technologist, Surgical Technologist, and Virtual Hospital
- Supervised all faculty and staff within the Allied Health and Virtual Hospital departments
- Coordinated performance evaluations and teaching/workload assignments
- Monitored and maintained the Allied Health programs and Virtual Hospital budget in collaboration with the Dean of Instruction and Program Coordinators
- Assisted Program Coordinators and Virtual Hospital Coordinators with data collection and analysis for their programs
- Oversaw management and organization process for student application, admission, course substitutions, and pre-requisites into programs in collaboration with each Allied Health Program Coordinator
- Managed grants in partnership with Program and Virtual Hospital Coordinators related to career and technical education programs (Perkins, Enhancement) to support health science and workforce development initiatives

Significant accomplishments include:

- Oversaw the successful completion of two program accreditation self-studies (Occupational Therapy Assistant and Radiologic Technology Assistant)
- Oversaw the successful completion of three onsite accreditation visits (Dental Assisting, Virtual Hospital, and Radiologic Technology Assistant)

Grant Reviewer, 2020-Present, Health Resources and Services Administration (HRSA) and Substance Abuse and Mental Health Services Administration (SAMHSA)

- Independently review, evaluate, and preliminarily score each application based on only published review criteria
- Develop preliminary statements of strengths and weaknesses for each assigned application
- Participate in an open panel discussion and develop a consensus of strengths and weaknesses of each application

Research Associate, 2004-2015, The University of Missouri-Kansas City, School of Nursing and Health Studies

- Researched funding opportunities, developed and edited proposals with research faculty, created proposal budgets
- Managed and administered grants; pre and post-award, reviewed documents to ensure compliance with sponsor's RFP guidelines, and monitored expenses to ensure compliance
- Prepared written grant reports to the funder, ensuring content was written in measurable terms and provided a complete overview of grant activities
- Conducted data analysis and outcome assessments on the effectiveness and impact of the grants
- Participated in strategic planning and implementation of school-wide goals to enhance student success
- Provided leadership for the development and evaluation of high-quality student success-based programs and services utilizing social work best-practice methods: Crisis intervention, assessment, goal setting, referrals
- Led implementation of student success, "best practice" programs focused on student retention to target academically at-risk, economically disadvantaged, and underrepresented students of color
- Responsible for directing and managing the student success program and budget
- Identified and assessed academic problems through analysis of factors impinging on student success, including elements in the home, college, and community
- Worked with the student(s) on an as-needed basis, providing case management, crisis intervention, assessment, goal setting, and referral
- Maintained student data and records in a manner that ensured confidentiality and aided in the evaluation of retention programs and strategies
- Assessed and evaluated raw data sets to make informed decisions about the effectiveness of programs and the development of new and existing student success initiatives

Significant accomplishments include:

- Managed three multi-year nursing workforce development grants exceeding \$3 million
- Student retention rates above 80%, and the National Nursing Council Licensure examination scores above 90% (N=593)
- Authored a \$2.4 million federally funded Health Resources and Services Administration grant for financial scholarships for undergraduate, economically disadvantaged nursing students of color
- Created, designed, and implemented a student success program utilizing social work best-practice methods that resulted in a holistic approach to student success
- Increased focus on the factors impinging on student success, including elements in the home, university, and community

Adjunct Instructor, 2008-2011; 2022-2023, University of Missouri-Kansas City School of Social Work

- Facilitated class instruction and taught assigned class material in accordance with learning objectives that the department developed
- Enhanced student learning by optimizing a wide range of instructional approaches and innovative classroom activities
- Assessed and monitored student progress and understanding throughout the course
- Provided timely feedback to students
- Courses taught: Human Behavior in the Social Environment and Social Work Practice

Sexual Assault Standardized Patient, 2004-Present, Truman Medical Center, University of Missouri-Kansas City School of Nursing and Health Studies, Graceland College of Nursing

- Independently, consistently, and accurately portray specific emotions, behaviors, and disease symptoms while interacting with medical and nursing students to enable experiential learning and assessment of student skills

Director of Social Services, 2003-2006, Restart, Inc.

- Met with new clients entering the shelter and completed intake paperwork to admit clients into the shelter program
- Assisted clients in establishing linkages with mental health/health clinics, vocational, educational, financial, substance abuse prevention, special services, childcare, and transportation resources as needed.
- Work with clients to provide education, guidance, and referrals tailored to each client's unique circumstances and create housing stability plans
- Directed all daily operations for the homeless shelter with a focus on individuals overcoming homelessness
- Supervised team of eight, monitored attainment of goals and effectiveness of services
- Monitored client database and reported outcomes to the Executive Director weekly and assisted in the training and supervision of program staff utilizing a database

Significant accomplishments include:

- Developed policy and procedure manual for the emergency homeless shelter
- Co-led strategic planning efforts

Advocate, 1999-2006, Hope House, Domestic Violence Shelter

- Provided on-call emergency services to victims of domestic violence
- Completed client intake forms
- Assisted clients in developing a safety plan
- Provided case management and advocacy services for clients

Significant accomplishments include:

- Created policy and procedure manual for the Guardian program, a safe exchange, and monitored visitation program

Assistant Director, 1995-2000, Swope Health Services, Homeless Outreach Department

- Managed a caseload of 10 clients, working closely with each individual to set specific goals, achieving 75% of goals within a year
- Created individualized treatment plans tailored to the particular needs of each client
- Connected clients with available community resources
- Responsible for the day-to-day operations of the homeless outreach department
- Enabled the provision of direct services to homeless persons in the KCMO metropolitan area in need of and ready to receive services (e.g., showers, meals, identification, medical services, mental health services, housing)
- Supervised a staff of six
- Ensured accurate, timely data collection and reporting for funding purposes and program evaluation and improvement
- Managed monthly homeless point-in-time counts, developed, analyzed, and reported on relevant data in the KCMO metropolitan area
- Identified and documented trends, recommendations, and successes of the homeless services program efforts

Significant accomplishment includes:

- Created and implemented a system to track homeless point-in-time counts

Publications

McGee, E. (2020). Stressed out!: Implications of minority status stress among underrepresented minority BSN students [ProQuest Information & Learning]. In *Dissertation Abstracts International Section A: Humanities and Social Sciences* (Vol. 84, Issue 4–A).

Enriquez, M., McGee, E. (2012). Retaining Hispanic nursing students in BSN programs. In A. Villarruel and S. Torres (Eds.). *Hispanic Voices: Progreso, poder, Y Promesa* (pp.55-70). New York, NY: National League for Nursing.

Kelly, P. J., Witt, J., McEvers, K., Enriquez, M., Abshier, P., Vasquez, M., & McGee, E. (2012). Clinician perceptions of providing natural family planning methods in Title X funded clinics. *Journal of Midwifery & Women's Health*, 57(1), 35–42.
<https://doiorg.proxy.library.umkc.edu/10.1111/j.1542-2011.2011.00107.x>

Professional memberships

2022 - Present	Member, Next Paige Foundation
2022 - Present	Member, Research College of Nursing Governing Board
2015 - Present	Member, National Association of Social Workers
2011-2012	Executive Committee Member, REACH Healthcare Foundation
2010-2013	Board Member, REACH Healthcare Foundation

Curriculum Vitae

David P. Lisbon, M.D. FACEP

E-mail: dlisbonmd@gmail.com

Training and Education

Truman Medical Center
Emergency Medicine Residency Program
Kansas City, MO

University of Kansas Medical Center
Internal Medicine Residency Program
Kansas City, KS

Georgetown University School of Medicine
Doctor of Medicine
Washington, D.C.

Howard University
Bachelor of Science
Major: Microbiology
Washington, D.C.

Professional Experience

Accreditation Council for Graduate Medical Education
CLER Physician Site Visitor- Field Representative
March 2024 – Present

Sabbatical March 2023 - March 2024

Geisinger Wyoming Valley Medical Center
Associate Professor Geisinger Commonwealth
School of Medicine
Emergency Medicine Residency Program Director
March 15, 2021 — March 1, 2023
Wilkes Barre, PA.

The University of Kansas Health System
Associate Professor
Emergency Medicine Residency Program Director
Feb 2008 – Feb 2021
Kansas City, Kansas

The University of Kansas Health System
Assistant Professor – Department of Emergency Medicine
Student Clerkship Director
July 2004 - June 2009
Kansas City, KS

Independence Regional Medical Center, Emergency Medical Services
Staff Physician and Medical Director
July 1995 - June 2004
Independence, MO

Certifications

Diplomate: American Board of Emergency Medicine (current 1996 thru 2027)
Kansas Medical License - 2004-Present
Pennsylvania Medical License - 2021-Present

Professional Memberships

Pennsylvania College of Emergency Physicians- 2021-Present
Kansas Chapter of ACEP: 2010 - Present
Kansas City Medical Society: 2010 - Present
Council of Emergency Medicine Residency Directors (CORD): 2008 – Present
Society for Academic Emergency Medicine (SAEM) 2008 – Present
CORDEM Handoff Task Force Committee Member: 2015 – 2016
American College of Emergency Physicians (ACEP): 1994 – Present

Service Activities

- Editorial Review: British Medical Journal: 3/2021- Present
- Geisinger Commonwealth School of Medicine Admissions Committee – 2021-2022
- Abstract Reviewer: CORD Annual Academic Assembly April 2021
- Moderator: Black Men in White Coats: May 2021-Zoom 87 Participants
- Advisor: My EMCert Standard Setting Panel – ABEM May 3rd – 6th 2021
- Judge: CPC: CORD Annual Academic Assembly New York, NY March 7-9th 2020
- Chair: Dean's Task Force on Racism in Academic Medicine: 9/2020-12/2020
- Trainer: Everyday Bias in Healthcare 2018-2020
- University of Kansas -School of Medicine Diversity Cabinet, Co-Chair, Metrics: 2015-2017
- Lean Projects - Sepsis and End Stage Liver Disease patients 2013-2014
- University of Kansas School of Medicine-Interview of Medical School Applicants 2013
- Panelist - Professionalism in Medicine -2011-2016
- Delp Society Member: 2005 – 2019
- **CIVIC- COMMUNITY SERVICE**
- Vice President – Mission Vision Project KC
Pipeline program for minorities underrepresented in medicine: 2018-Present
- Board Member- Swope Parkway Health Center
Nationally Qualified Health Center: 2017-2021

Invited Presentations /Lectures

- Oncologic Emergencies; National Medical Association -Scientific Assembly, Honolulu Hawaii July 27- August 2nd, 2019
- Moderator: Diversity Deans Summit – National Medical Association Regional Conference, Houston TX. May 2019
- Judge: CPC Competition – CORD Annual Academic Assembly
Seattle Washington, April 2019
 - Grand Rounds - Understanding and Confronting Unconscious Bias in Healthcare
 - Florida Atlantic University EM Residency Program
 - October 22nd, 2019
 - University of Connecticut EM Residency Program
 - July 21st, 20
 - Einstein Emergency Medicine Residency Program,

September 29th, 2021

Publications

Peer Reviewed Articles:

Audience Response System Facilitates Prediction of Scores on In-Training Examination"
Shah, Kaushal; Jordan, Jaime; Jahnes, Katherine; Lisbon, David; Lutfy-Clayton, Lucienne;
Wei, Grant; Santen Sally
Western Journal of Emergency Medicine Volume 18,
No.3: April 2017

Beyond Ketamine and Phencyclidine: Analytically Confirmed Use of Multiple Novel
Arylcyclohexylamines
Thornton S, Lisbon D, Lin T Gerona R
Journal of Psychoactive Drugs Vol. 49, 2017 Issue 4

Improved Knowledge, Attitudes, and Behaviors after Implementation of TeamSTEPPS
Training in an Academic Emergency Department: A Pilot Report. David Lisbon, MD,
Dennis Allin, MD, Carol Cleek, RN, Lori Roop, MBA, Michael Brimacombe, PhD, Courtney
Downes, MD, and Susan K. Pingleton, MD. American Journal of Medical Quality published
online 20 August 2014.

Published Abstracts:

Krouse, B. Mlleto, A , Rossi, G Lisbon D -- Reduction in computed tomography pulmonary
angiography (CTPA) utilization in pregnant patients suspected of pulmonary embolism via
pregnancy-adapted YEARS criteria 29th Annual AAEM Scientific Assembly (AAEM3/23)

Lisbon D., Ronvelia D, Miller, D, Gallagher D, Nazir N, Cannon, C -- Pre-Test Probability
Documentation and Positive Computed Tomography Angiogram Yield for Pulmonary
Embolism SAEM Western Regional Conference March 21-23rd 2019

Jordan J, Luffy-Clayton L, Jahnes K, Wei G, Lisbon D, Santen S, Shah K. Variability by
Institution in Emergency Medicine In-Training Reviews with Audience Response Units.
Acad Emerg Med 2013; 20(5): S82

Predicting Annual In-Service Scores Using Audience Response System. Lucienne Lutfy-
Clayton¹, Kaushal Shah², Grant Wei³, David P. Lisbon Jr.⁴, Sally A Santen⁵, Katherine
Jahnes⁶, Jaime Jordan⁷. ¹Baystate Medical Center; ²Mt. Sinai Medical School; ³UMDNJ-
Robert Wood Johnson University Hospital; ⁴The University of Kansas Hospital; ⁵University
of Michigan; ⁶New York Methodist Hospital; ⁷Jaime Jordan -Harbor-UCLA. Accepted:
Society for Academic Emergency Medicine May 2013

Long-term Results of TeamSTEPPS in an Academic Emergency Department (ED):
Continued knowledge retention and documentation of huddle implementation. Lisbon D,

Roop L, Brimacombe M, Allin D, Cleek C, Tsue T, Pingleton S. To be presented at AAMC Integrating Quality Meeting – June 2012 Chicago IL, USA

Graduate Medical Education Subcommittee on Resident Education for Patient Safety and Quality Drivers, Stakeholders and Outcomes. Susan Pingleton, MD Lori Roop, MBA, Doug Girod, MD, Terence Tsue MD, Lee Norman, MD, Greg Ator, MD, Terry Rusconi, Deborah Clements, MD, Jim Dugan, PhD, David Lisbon, MD, Tim Williamson, MD, Akhil Chhatre, MD, The University of Kansas School of Medicine and Hospital. 2011 Annual AAMC meeting November 4-9 in Denver Colorado, USA

Improved Patient Safety knowledge in a Multidisciplinary Emergency Department Setting using TeamSTEPPS Patient Safety Curriculum, David Lisbon M.D.FACEP, Courtney Thomas M.D., Terrance Tsue , M.D., FACS, Michael Brimacombe, PhD, Lori Roop , MBA, Susan Pingleton, M.D., FCCP, AAMC Integrating Quality Meeting–June 8 , 2011–Chicago IL. USA

References upon request