

## Request for Legislative Action

Ordinance No.: 5700  
Sponsor: Tony Miller  
Date: November 28, 2022

### Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5700
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/28/2022

### Introduction

**Action Items:** ['Appropriate']

**Project/Title:**

Appropriating \$4,468 from the undesignated fund balance of the 2022 General Fund in acceptance of a second Missouri Western Interdiction and Narcotics (MoWIN) Task Force Grant awarded by the Missouri Department of Public Safety.

### Request Summary

The Sheriff's Office has been awarded a second Missouri Western Interdiction and Narcotics (MoWIN) Task Force Grant in the amount of \$4,468 by the Missouri Department of Public Safety. This grant funds additional overtime and vehicle rental expense for one deputy assigned to the MoWIN Task Force. An appropriation is necessary to place the grant funds in the proper spending accounts.

001-4231-55030 General Fund – MOWIN – Overtime Salaries  
001-4231-56630 General Fund – MOWIN – Rent Auto

### Contact Information

<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	11/16/2022
<b>Name:</b>	Elizabeth A. Money	<b>Email:</b>	EMoney@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-541-8017

### Budget Information

Amount authorized by this legislation this fiscal year:	\$4,468		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$4,468		
Is it transferring fund?	Yes		
<b>Transferring Fund From:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
001 (General Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$4,468

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4231 (MOWIN)	55030 (Overtime Salaries)	\$2,868
001 (General Fund)	4231 (MOWIN)	56630 (Rent - Auto)	\$1,600

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5675	October 10, 2022
5557	October 18, 2021
5482	January 25, 2021
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not Spending Money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>

## Request for Legislative Action

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### History

Submitted by Sheriff requestor: Elizabeth A. Money on 11/16/2022. Comments:

Approved by Department Approver Michael L. Montgomery on 11/16/2022 10:34:12 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/16/2022 2:16:17 PM.  
Comments:

Approved by Compliance Office Approver Jaime Guillen on 11/16/2022 2:37:25 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 11/18/2022 8:05:41 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 11/18/2022 9:31:52 AM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 11/22/2022 1:34:32 PM. Comments:

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: November 18, 2022

ORD # 5700  
eRLA # 734

Department / Division	Character/Description	From	To
<b>General Fund - 001</b>			
9999 - Non Specific	32810 - Undesignated Fund Balance	4,468	
4231 - MOWIN	55030 - Overtime Salaries		2,868
4231 - MOWIN	56630 - Rent - Auto		1,600
<div style="border: 1px solid green; padding: 2px; display: inline-block;"> <b>APPROVED</b>  <small>By Sarah Matthes at 8:04 am, Nov 18, 2022</small> </div>		\$ 4,468	\$ 4,468

Budgeting

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

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

October 24, 2022

Sheriff Mark Owen  
Platte County, MoWIN  
415 Third Street, Suite 10  
Platte City, MO 64079

Re: **2023 State Drug Task Force (DTF) Grant**  
**Award Number: 2023-SDTF-011**  
**Award Amount: \$110,857.00**

Dear Sheriff Owen:

Thank you for applying for the 2023 State Drug Task Force (DTF) Grant. Your application has been approved for funding in the amount of \$110,857.00 . Please review the feedback section of your application for details on which requested budget items have been awarded. If the Project Director or the Authorized Official have changed please contact Michelle Branson or Amelia Jaegers, for an updated award.

The following documents must be returned to DPS by Monday November 14, 2022:

- Award Agreement*, signed by the Authorized Official including the *Articles of Agreement*, initialed in the lower right-hand corner of each page by the Authorized Official

A scanned copy of the signed award documents will be provided for your records via the “Award Documents – Final” component in WebGrants.

Submit the award documents to DPS by mail or email listed below:

Missouri Department of Public Safety  
Attn: Amelia Jaegers or Michelle Branson  
P.O. Box 749  
Jefferson City, MO 65102  
Or [Amelia.Jaegers@dps.mo.gov](mailto:Amelia.Jaegers@dps.mo.gov)

Sincerely,

A handwritten signature in blue ink that reads "Michelle Branson".

Michelle Branson  
Grants Program Supervisor  
Missouri Department of Public Safety, Criminal Justice/Law Enforcement Unit  
(573) 526-9014  
[Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov)



**Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit**

P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-1928 Fax: 573-751-5399

**AWARD AGREEMENT**

DATE 10/24/2022
AWARD NUMBER 2023-SDTF-011

RECIPIENT NAME  Platte County, MoWIN		UEI NUMBER  HJJQDKPJ1XQ2	
ADDRESS  415 Thrid Street, Suite 10			
CITY Platte City	STATE MO	ZIP CODE 64079	
TOTAL AMOUNT OF STATE \$110,857.00			
PROJECT PERIOD FROM 10/01/2022		PROJECT PERIOD TO 05/31/2023	
PROJECT TITLE SFY 23 State Drug Task Force (DTF) Grant		FUNDED BY Missouri Department of Public Safety	
METHOD OF PAYMENT (Reimbursement – Advanced)  Reimbursement			

**CONTACT INFORMATION**

CJ/LE GRANT CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME Amelia Jaegers	NAME Sheriff Mark Owen	ADDRESS (If different from above) 415 Third Street, Suite 10	
E-MAIL ADDRESS Amelia.Jaegers@dps.mo.gov	CITY, STATE AND ZIP CODE Platte City, MO 64079		
TELEPHONE (573) 522-4094	TELEPHONE (816) 858-2424	E-MAIL ADDRESS markowen@plattesherriff.org	
PROGRAM MANAGER Joni McCarter			

SUMMARY DESCRIPTION OF PROJECT  
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 to enhance drug task force efforts.

**AWARDING AGENCY APPROVAL**

**RECIPIENT AUTHORIZED OFFICIAL APPROVAL**

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL Ronald Schieber, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE

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

GRANT PROGRAM SFY 2023 State Drug Task Force (DTF)	RECIPIENT Platte County, MoWIN
AWARD NUMBER 2023-SDTF-011	DATE 10/24/2022
<b>AWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

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**AWARD AGREEMENT**  
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**Article I - Governing Directives**

The Recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “SFY 2023 State Drug Task Force Notice of Funding Opportunity”, The “Missouri Department of Public Safety Office of the Director”, the ‘DPS Recipient Travel Guidelines’, DPS Information Bulletin’s and applicable state laws, orders, or regulations.

**Article II - Compliance Training**

As a Recipient of state funds, the Recipient 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, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

**Article III - Non-Supplanting**

The Recipient assures that federal and/or state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

**Article IV - Change in Personnel**

The Recipient 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’ and/or ‘Organization’ module, and/or the ‘Contact Information’ component within WebGrants. The notification shall be sent through the ‘Correspondence’ component of WebGrants to the appropriate Grant Specialist.

**Article V - Subaward Adjustments**

The Recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Recipient (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 VI - Monitoring**

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

**Article VII – Criminal Activity**

The Recipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally

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charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

**Article VIII - Reporting Potential Fraud, Waste, and Abuse**

The Recipient shall not make false statements or claims in connection with any funds awarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Recipient must notify the Missouri Department of Public Safety (DPS) any credible evidence of a potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must also be reported to the DPS by one of the following methods:

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

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)  
DPS Fax: (573) 751-5399

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 award.

**Article IX – Lobbying**

The Recipient understands and agrees that, state funds cannot be used, 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.

**Article X - Fair Labor Standards Act:** All Recipients of state funds will comply with the minimum wage and maximum hour's provisions of the [Section 290.502 RSMo.](#)

**Article XI - Relationship**

The Recipient agrees that it will represent itself to be an independent Recipient 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 Recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

**Article XII - Texting While Driving**

The Missouri Department of Public Safety encourages the Recipient 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.

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**Article XIII - Computer Networks**

The Recipient understands and agrees that funds awarded 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 XIV - Finding of Discrimination**

The Recipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Recipient of federal funds, the Recipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date.

**Article XV - Unlawful Employment Practices**

The Recipient 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 XVI - Discrimination in Public Accommodations**

The Recipient 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 XVII - Fund Availability**

The Recipient understands all awards 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 award, or in the event of a change in 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 XVIII - Release of Funds**

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

**Article XIX - Duplicative Funding**

The Recipient 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 award, 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 award, the Recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public

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Safety, the Recipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

**Article XX - Allowable Costs**

The Recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The Recipient 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.) The Recipient also agrees to expend funds and submit final claim by June 15, 2023. (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 award must have prior approval from the Missouri Department of Public Safety. The Recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

**Article XXI - Financial Reporting Requirements**

The Recipient agrees to complete and submit any financial reports required for this program when requested by the Missouri Department of Public Safety. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award

**Article XXII - Procurement**

The Recipient 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 Recipient 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.
- (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.

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**Article XXIII - Buy American**

The Recipient 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 XXIV - Buy Missouri**

The Recipient 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 XXV - Audit**

The Recipient agrees to comply with the organizational audit requirements of the State of Missouri. If the Recipient 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. If the Recipient is required to have an audit, a copy of such audit shall be forwarded to the Missouri Department of Public Safety Immediately upon request.

**Article XXVI - Suspension/Termination of Award**

The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the Recipient 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 Recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

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

**Article XXVII - Enforceability**

If a Recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state laws.

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

The recipient 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. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with [Section 43.505 RSMo](#). For purposes

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*of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.*

**Article XXIX - Vehicle Stops**

The Recipient 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 XXX - Police Use of Force Transparency Act of 2021**

The Recipient 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 XXXI - Federal Equitable Sharing Funds**

The Recipient 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 XXXII - Custodial Interrogations**

The Recipient 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 XXXIII - DWI Law – Law Enforcement**

The Recipient 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 XXIV - DWI Law – Prosecutors:** The Recipient 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 XXXV - Project Requirements:**

The Recipient agrees the proposed project will conform to the criteria requirements outlined in the State Drug Task Force (DTF) Compliance Workshop. In addition, the Recipient agrees to implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance treatment programs, where such is required of the program. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

**Article XXXVI - Data Reporting Requirements**

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The Recipient 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 award.

**Article XXXVII - Time Records Requirement**

The Recipient assures that, **all** project personnel funded through this award 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 XXXVIII - Body Armor**

The Recipient 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 Recipient 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 State Drug Task Force (DTF) funds must be made in the United States.

**Article XXXIX - Body Armor Policy**

The Recipient 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 Recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.**

**Article XL - Body-Worn Cameras**

The Recipient 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 XLI - Body-Worn Camera Policy**

The Recipient 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 Recipient 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 award.**

**Article XLII - Criminal Intelligence Systems**

AUTHORIZED OFFICIAL INITIALS
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The Recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

**Article XLIII - Duplication of Networks**

The Recipient assures that all equipment/software requested and purchased under this award 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 Interoperability Center.

**Article XLIV - Mitigation Plan**

The Recipient 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 award may be obligated to support methamphetamine lab operations unless the Recipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

**Article XLV - Drug Task Force Eligibility for Grants**

If this project is funding a multi-jurisdictional enforcement group, the Recipient 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 – 650.161 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 XLVI - Drug Task Force Training**

The Recipient 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 Solicitation”. 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 XLVII - Death in Custody Reporting Act (DCRA):** When a death occurs while a person is 1. Detailed by law enforcement, 2. Under arrest, 3. In the process of being arrested, 4. En route to being incarcerated or detained or 5. Incarcerated at any correctional facility, including contract facilities. Missouri law enforcement agencies experiencing a death in custody collect and submit to Missouri Department of Public Safety, a Death in Custody report. The report template can be found online at [Missouri Department of Public Safety | Death in Custody Reporting Act - DCRA \(mo.gov\)](#). FAQs can be found online at [Death in Custody Reporting Act: Reporting Guidance and Frequently Asked Questions \(ojp.gov\)](#)

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

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**Article XLVIII - Rap Back Program Participation:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will 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 XLIX - Criminal Justice/Law Enforcement Unit (CJ/LE), Specific:**

By accepting this award, the Recipient 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 \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Recipient 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 Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

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GRANT PROGRAM SFY 2023 State Drug Task Force (DTF)	RECIPIENT Platte County, MoWIN
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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 CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit 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 Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.
  
8. Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.

AUTHORIZED OFFICIAL INITIALS
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## SUBAWARD AGREEMENT

Sub Recipient Agency Name (as associated with Tax Identification Number) Jackson County Sheriff's Office			Date		
Address 4001 NE Lakewood Ct			Sub Recipient Tax Identification Number 44-6000524		
City Lee's Summit	State Missouri	Zip Code 64064	Sub Recipient DUNS Number 117044176		
Awarding Agency Missouri Department of Public Safety			State Award Number 2023-SDTF-011		
State Award Name 2023 State Drug Task Force (DTF) Grant		Award Start Date 10/1/2022		Award End Date 5/31/2023	
Project Title Missouri Western Interdiction and Narcotics (MoWIN) Task Force			CFDA Number		
Name of Pass-Through Entity Platte County Sheriff's Office			Tax ID: 446000582 DUNS: 143374119 415 Third Street, Suite 10 / Platte City, MO 64079		
Total Amount of State Award Total Award - \$110,857.00		Amount of Federal Funds Obligated to the Sub recipient listed above \$4,467.42			
Subaward Period of Performance Start Date 10/1/2022			Subaward Period of Performance End Date 5/31/2023		
Total Approved Cost Sharing or Match <input type="checkbox"/> NA			Method of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Advance		
Federal Award Indirect Cost Rate <input type="checkbox"/> NA			Does this Subaward Allow for Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is This Subaward for Research & Development <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Subaward Indirect Cost Rate <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		
<b>Project Description</b>					
Missouri Western Interdiction and Narcotics (MoWIN) Task force is entering its 8th year of service. It provides a variety of services to its geographical area. MoWIN interdicts illegal narcotics, currency, contraband, and fugitives. MoWIN participants conduct Hotel/Motel, Transit, Parcel, and Commercial Motor Vehicle Interdiction. MoWIN dismantles, disposes, and prosecutes meth labs and marijuana farms. MoWIN assists agencies with processing and filing drug possession cases for prosecution, investigation of drug complaints, and undercover activities & enforcement. MoWIN participates in Veterans and Drug Courts, drug take-backs, and hosts a variety of drug and drug trend education programs. MoWIN provides drug sweeps with their K-9s for schools who request those types of services. MoWIN works with pharmacies to gather information about suspicious purchases which may be used as precursors for manufacturing or distributing illegal narcotics.					
<b>Pass-Through Entity Grant Coordinator</b>			<b>Sub recipient Grant Coordinator</b>		
Name Rebecca Tharp			Name Elizabeth Money		
Email Address <a href="mailto:rebeccatharp@plattesherriff.org">rebeccatharp@plattesherriff.org</a>			Address (if different from above) 4001 NE Lakewood Court		
Telephone 816-858-3452			City, State and Zip Code Lee's Summit, Missouri 64064		
Fax 816-858-3053			Telephone 816-541-8017 Ext. 72259		E-mail Address <a href="mailto:emoney@jacksongov.org">emoney@jacksongov.org</a>
Budget: OT: \$2,867.42, Vehicle Lease: \$1,600.00					

## Articles of Agreement

Please carefully review all attachments listed below. Please sign and return this document to the Pass-Through Entity at the address listed on page 1. By signing this Subaward Agreement, the Sub Recipient Agency acknowledges receipt and compliance of all attachments listed below and agrees to all terms listed in this document. The undersigned Sub Recipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Sub Recipient Agency and certifies acceptance of the State Award Number listed on page 1 and the terms and conditions specified or incorporated by reference.

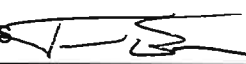


**Sub Recipient Terms:**

1. This Subaward is subject to the Articles of Agreement as laid out in the attached contract. This includes the timely submission of all financial and programmatic reports and the timely resolution of all interim audit findings. Noncompliance of these requirements is a violation of the terms of this Subaward and the State Award. Noncompliance will result in the Subaward being terminated for cause or other administrative action as appropriate.
2. Agree to not engage in any programmatic or financial activities outside of the dates of this Subaward Agreement.
3. The Sub Recipient Agency must permit the Pass-Through Entity and auditors to have access to the Sub Recipient Agency's records and financial statements as necessary for the Pass-Through Entity to meet the requirements of the Missouri Department of Public Safety.
4. The Sub Recipient Agency is expected to expend 100% of the funds in this agreement on the approved program. Failure to use 100% of funds may directly affect future awards.
5. Provide Sub Recipient Agency's most recent annual audit to the Pass-Through Entity upon completion. This audit must be complete within 9 months of the end of the Sub Recipient Agency's fiscal year.
6. Provide a letter in writing the extent to which the Sub Recipient Agency had Audit findings (if applicable) and a timeline and details of how these findings will be resolved.
7. Sub Recipient Agency must establish and maintain accurate financial records and an adequate accounting system proving that grant funds are not being commingled with any other funds.
8. Agree to desk monitoring and/or on-site review of the Sub Recipient Agency's program operations and allow Pass-Through Entity access to Sub Recipient Agency's financial records to the extent needed to verify compliance with grant assurances. If Pass-Through Entity finds instances of noncompliance with use of grant monies or other grant assurances, Sub Recipient Agency will resolve findings within 30 days.
9. Take reasonable measures to safeguard sensitive information consistent with applicable Federal, State, and Local laws.
10. Inform the Pass-Through Entity if federal debarment status changes at any time during the project period listed on the sub award.
11. Inform the Pass-Through Entity in writing of new personnel or new or substantially changed systems.
12. Complete all required programmatic reporting on time as required by the Federal Award.
13. Participate in programmatic reporting training, when available.
14. Provide accurate monthly reimbursement packets by the 15th of each month. Packets must include the attached Reimbursement Request Form, Detail of Expenditures, and all supporting documentation.
15. Sub Recipient Agency must comply with the attached 2023 Drug Task Force (DTF) Compliance Training.
16. Provide a copy of the completed Certification Form regarding compliance with the Equal Employment Opportunity Plan (EEOP) requirements.
17. Closeout Conditions. A final invoice and supporting documentation must be submitted to the Pass-Through Entity within **20 days of the end of the project period**. Any invoices received after this date will **NOT** be reimbursed.

18. If the originating agency suspends or terminates the award granted to the MoWIN Board of Directors (BOD), or if the MoWIN BOD determines that the Sub Recipient Agency has failed to comply with the grant assurances, the MoWIN BOD reserves the right, at its sole discretion and without penalty or recourse, to suspend or terminate any subaward entered into as a result of this award by giving written notice to the Sub Recipient of the effective date of the suspension or termination. In the event of termination pursuant to this paragraph, all documents, data and reports prepared by the Sub Recipient under the subaward shall, at the option of the MoWIN BOD, become property of the MoWIN BOD. In the event a subaward is suspended or permanently terminated, the MoWIN BOD 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 in noncompliance with the grant assurances.

**Attachments:**

1. 2023 State Drug Task Force (DTF) Missouri Western Interdiction and Narcotics (MoWIN) Task Force Subaward and Articles of Agreement
2. Reimbursement Request Form

<b>Sub Recipient Agency Authorized Official (AO) Name</b>		<b>Sub Recipient Agency Project Director (PD) Name</b>	
Sheriff Darryl Forte'		Captain Terry Edwards 	
<b>Sub Recipient Agency AO Signature</b>	<b>Date</b>	<b>Sub Recipient PD Signature</b>	<b>Date</b>
	11-9-22		11/09/22
This Subaward Agreement shall be in effect for the duration of the sub award period listed on this agreement and funds shall be made available on the Subaward Agreement date with return of this signed document to the Pass-Through Entity and upon full execution by signature of the Authorized Official of the Platte County Sheriff's Office.			
<b>Pass-Through Entity Authorized Official</b>			<b>Date</b>