

REQUEST FOR LEGISLATIVE ACTION

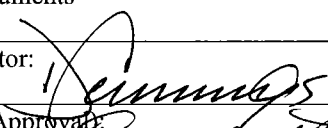
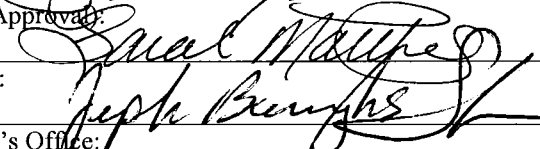
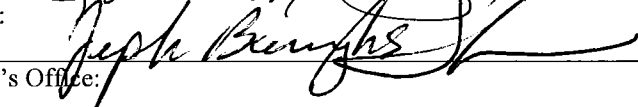
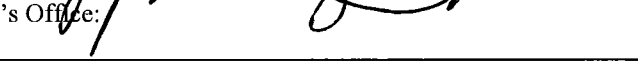
Completed by County Counselor's Office:

~~Ord~~ Ord No.: 4545

Sponsor(s): Dan Tarwater

Date: July 15, 2013

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|---|---|---|--------------|--|---|--|--------------|--|----|--|--------------|---|-------------|---|--------------|
| SUBJECT | <p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a transfer and appropriation for the Multi-Jurisdictional Drug Task Force 12-13 grant</p> | | | | | | | | | | | | | | |
| <p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$250,351.69</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$250,351.69</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; From Account: 008-2810 Undesignated fund balance</td><td>\$187,763.75</td></tr> <tr> <td>From Account: 008-8005-56830 Anti-Drug Sales Tax Fund- 3% Non-Mandated Contingency- Contingency Fund</td><td>\$62,587.91</td></tr> <tr> <td>To Account: 008-4112-56790 Anti-Drug Sales Tax Fund - Multi-Jurisdictional Drug Task Force- Other Contractual Services</td><td>\$250,351.69</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$240,826.76 Prior Year Actual Amount Spent (if applicable):\$240,826.76</p> | Amount authorized by this legislation this fiscal year: | \$250,351.69 | Amount previously authorized this fiscal year: | 0 | Total amount authorized after this legislative action: | \$250,351.69 | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; From Account: 008-2810 Undesignated fund balance | \$187,763.75 | From Account: 008-8005-56830 Anti-Drug Sales Tax Fund- 3% Non-Mandated Contingency- Contingency Fund | \$62,587.91 | To Account: 008-4112-56790 Anti-Drug Sales Tax Fund - Multi-Jurisdictional Drug Task Force- Other Contractual Services | \$250,351.69 |
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| To Account: 008-4112-56790 Anti-Drug Sales Tax Fund - Multi-Jurisdictional Drug Task Force- Other Contractual Services | \$250,351.69 | | | | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): <u>#4017, 8/18/08; #4019, 8/18/08</u> <u>#4168, 11/2/09; #4127, 8/3/09; #4333, 8/8/11 #4431, 7/23/12</u></p> <p>Prior resolutions and (date):</p> | | | | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by Danny R. Cummings, O.I.C., 816-503-4725</p> | | | | | | | | | | | | | | |

| | | |
|-----------------|---|--|
| REQUEST SUMMARY | <p>The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$187,763.75 for the period July 01, 2013 through June 30, 2014. The request required a match from Jackson County in the amount of \$62,587.91 for a total project cost of \$250,351.69.</p> <p>The JCDTF requests that the federal portion of the grant, 187,764 be appropriated into account 008-4112-56790.</p> <p>The JCDTF requests that the total grant match of \$62,587.91 be transferred from account 008-8005-56830, Anti-Drug Sales Tax Fund- 4% Non-Mandated Contingency – Contingency Fund into account 008-4112-56790.</p> <p>The funding will provide partial funding of salary and benefits for (1) Criminalist/Forensic Chemist and the funding of (3) full time Detectives salaries and benefits, which will make the total request \$250,351.69 with a local match of 25% of \$62,587.91.</p> | |
| CLEARANCE | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) | |
| ATTACHMENTS | Grant Award Documents | |
| REVIEW | Department Director:  Finance (Budget Approval):  If applicable Division Manager:  County Counselor's Office:  | Date: 7-10-13 Date: 7/10/13 Date: 7/10/13 Date: 7/10/13 |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|---|-----------------------|
| 008-2810 | Undesignated fund balance | \$187,763.75 |
| 008-8005-56830 | Anti-Drug Sales Tax Fund-3% Non-Mandated Contingency – Contingency Fund | \$62,587.91 |

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

Supplemental Appropriation Request

Jackson County, Missouri

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

Date: July 10, 2013

Res/Ord No. 4545

[illegible]

JEREMIAH W. (JAY) NIXON
Governor

JERRY LEE
Director



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

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

July 8, 2013

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

Re: **Contract Number: 2012-JAG-011**
Project Title: Jackson County Multi-Jurisdictional Drug Task Force

Dear Captain Cummings:

The status of the above referenced application under the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) funding opportunity has changed from "Approved" to "Awarded".

Enclosed is the Award of Contract and Certified Assurance document. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact my office. The signatures must be original; stamped signatures will not be accepted!

The following documents, as applicable, must be received by our office no later than Friday, July 19, 2013:

- ☐ Signed Award of Contract document
- ☐ Signed Certified Assurance document
- ☐ Signed Confidential Funds Certification if funds were approved for Confidential Funds
- ☐ Printed copy of your 2013 JAG Application
- ☐ Copy of "mandatory wear" policy if funds were approved for bulletproof vests

To print a copy of your JAG application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the application on both sides of the paper. Also, please do not staple your application – use a paper clip or binder clip to keep the application together.

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

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

A signed copy of the contract documents will be returned for your records. If you have questions or are unable to meet the above referenced deadline, please contact me at (573) 751-5997.

Sincerely,

Eric Shepherd
CJ/LE Program Manager

cc: File
Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT

P.O. Box 749
Jefferson City, Missouri 65102
Phone: (573) 751-4905

Program Area:

2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Catalog of Federal Domestic
Assistance (CFDA) #:

16.738

Contractor Name:

Jackson County, Drug Task Force

Project Title:

Jackson County Multi-Jurisdictional Drug Task Force

Contract Period:

7/1/2013 to 6/30/2014

State/Federal Funds Awarded:

\$187,763.75

Contract Number:

2012-JAG-011

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

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

Michael Sanders

Contractor Authorized Official Name

Contractor Authorized Official Signature

Date

Herb Soule

Contractor Project Director Name

Herb Soule

Contractor Project Director Signature

7/9/13
Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.

07/01/2013

Authorized Official, MO Department of Public Safety

Date



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



2013 CERTIFIED ASSURANCES

| | | | |
|------------------|---|------------------|--------------|
| Contractor Name: | Jackson County, Drug Task Force | Contract Number: | 2012-JAG-011 |
| Project Title: | Jackson County Multi-Jurisdictional Drug Task Force | | |

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

1. The Contractor assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C.), the 2013 JAG Solicitation, and other applicable federal and state laws, orders, circulars, or regulations.
2. **Availability of Funds:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
3. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from their JAG award. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Contractor shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Contractor certifies that all expendable and non-expendable property purchased with JAG funded shall be used for criminal justice purposes only.
4. **Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program as outlined in the JAG Solicitation. The reports requested may require reporting on fiscal, operational, and statistical matters. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
5. **Drug Task Force Training:** The Contractor agrees to complete, where applicable, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership 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, task force officers, and other task force members of equivalent rank.
6. **Bulletproof Vests:** The Contractor understands if monies are requested and awarded for the purchase of bulletproof vests that JAG funds may be used to purchase vests, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Further, the Applicant understands that bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
7. **Bulletproof Vest Policy:** The Contractor understands if monies are requested and awarded for the purchase of bulletproof vests that the law enforcement agency must have a written "mandatory wear" policy in effect. Per 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 Contractor 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.
8. **Non-Supplanting:** The Contractor assures that federal JAG grant funds made available under this contract will not be used to supplant state and 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.

9. **Project Income:** The Contractor agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Contractor understands that all project income generated as a result of this contract shall be expended during the life of the contract.
10. **Duplication of Networks:** The Contractor assures that all equipment/software requested and purchased under this contract application must be compatible with the statewide system.
- All software, if applicable, must be compatible with the statewide criminal records system.
- All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council
11. **Change in Personnel:** The Contractor 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, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
12. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Contractor but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.
13. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Contractor assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
14. **Financial Guide:** The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
15. **Procurement:** The Contractor 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 Contractor assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the JAG solicitation and identified here:

- A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- B. Items costing less than \$3,000 may be purchased with prudence on the open market.
- C. All purchases estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
- D. All purchases with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - i. Sole source procurement of a unit cost of budget items greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement of a unit cost of budget items costing \$100,000 or more requires prior U.S. Department of Justice approval, which must be obtained by the Missouri Department of Public Safety.

16. **Audit:** The Contractor agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This guidance states that non-federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of as further described in the OJP Financial Guide, Chapter 24, Audit Requirements. The Contractor assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.
17. **Lobbying:** The Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars. Refer to the OJP Financial Guide, Chapter 18, Unallowable Costs for more information.
18. **Civil Rights/EEOP:** The Contractor acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Contractor is required to submit one pursuant to 28 CFR Section 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Contractor is in compliance. Compliance of this condition will be reviewed during the monitoring site visit.
19. **Discrimination:** The Contractor acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
- The Contractor assures that it will comply, and all of its sub-contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3789d(c)(1)), Section 504 of the Rehabilitation Act (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12132), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681), and the Age Discrimination Act of 1975 (42 U.S.C. 6102).
20. **Enforcing Civil Rights Laws:** The Contractor acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
21. **Finding of Discrimination:** The Contractor assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Contractor 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 the Office of Civil Rights, Office of Justice Programs.
22. **Limited English Proficiency (LEP):** The Contractor acknowledges that recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs or activities for persons with LEP, in accordance with the U.S. Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. For more information, visit <http://www.lep.gov>.
23. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Contractor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

24. **Uniform Crime Reporting (UCR):** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
25. **Racial Profiling:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
26. **Federal Seizures:** The Contractor assures that 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 received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
27. **Custodial Interrogations:** The Contractor assures that its law enforcement agency is in full 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.
28. **DWI Law:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 577.005 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.
29. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Contractor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
30. **Compensation:** The Contractor understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant 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 Contractor 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.
31. **Mitigation Plan:** The Contractor agrees to fully comply with the Missouri Department of Public Safety's Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations. No monies from this award may be obligated to support methamphetamine lab operations unless the Contractor agrees to this special condition and fully participates in implementation of the Mitigation Plan.
32. **NEPA:** The Contractor agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, prior to obligating grant funds, the Contractor agrees to first determine if any of the below activities will be related to the use of the grant funds.

The Contractor understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Contractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

33. **Criminal Intelligence Systems:** The Contractor 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.

34. **Drug-Free Workplace Act of 1988:** The Contractor assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

35. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Contractor certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default

36. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.

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

38. **Fund Availability:** It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

39. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole

discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

40. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

The Contractor Authorized Official and Contractor Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Michael Sanders

Contractor Authorized Official Name

Contractor Authorized Official Signature


Date

Herb Soule

Contractor Project Director Name



Contractor Project Director Signature



Date



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



CONFIDENTIAL FUNDS CERTIFICATION

| | | | |
|------------------|---|------------------|--------------|
| Contractor Name: | Jackson County, Drug Task Force | Contract Number: | 2012-JAG-011 |
| Project Title: | Jackson County Multi-Jurisdictional Drug Task Force | | |

If confidential funds are included in the budget, the Contractor hereby assures and certifies compliance with all the following terms and conditions as outlined in the Office of Justice Program's Financial Guide, Chapter 8:

Confidential funds are those monies allocated to:

Purchase of Services (P/S): This category includes travel or transportation of a non-federal officer or an informant and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

Purchase of Evidence (P/E): This category is for P/E and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of crime or to establish the identity of a participant in a crime.

Purchase of Specific Information (P/I): This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified as P/S and charged accordingly.

These funds should only be allocated when 1) the program/investigation warrants the expenditure of these funds and 2) the requesting agencies are unable to obtain these funds from other sources.

WRITTEN PROCEDURES

Each agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements. Deviations from these elements must receive prior approval from the Missouri Department of Public Safety.

1. **Imprest Fund:** The funds authorized shall be established in an imprest fund that is controlled by a bonded cashier.
2. **Advance of Funds:** The supervision of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. Such authorization must specify the information to be received, the amount of expenditures, and the assumed name of informant.
3. **Informant Files:** Informant files are confidential files of the true name, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. If fingerprints are housed with the arresting agency, such must be noted within the informant file.
4. **Cash Receipts:**
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, a receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the information payee a receipt for cash paid to him/her.

**SAMPLE
INFORMANT PAYEE RECEIPT**

For and in consideration of the sale and delivery to the County or City of _____ of
information or evidence identified as follows: _____

I hereby acknowledge receipt of \$ (numerical and word amount entered by payee) paid to me by
the County or City of _____.

Date: _____ Payee: _____
(signature)

Case Agent/Officer: _____
(signature)

Witness: _____
(signature)

Case or Reference No: _____

5. **Receipt for Purchase of Information:** An informant payee receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed.** The agent shall prepare an informant payee receipt containing the following information:
 - a. The jurisdiction initiating the payment
 - b. A description of the information/evidence received;
 - c. The amount of payment, both in numerical and word format;
 - d. The date on which the payment was made;
 - e. The signature of the informant payee;
 - f. The signature of the case agent or officer making payment;
 - g. The signature of at least one other officer witnessing the payment; and
 - h. The signature of the first line supervisor authorizing and certifying the payment.
6. **Review and Certification:** The signed receipt from the informant payee with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred and enter his/her remarks in the report of the agent or officer who made the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and information payee's receipt.
7. **Reporting of Funds:** Each agency shall prepare a reconciliation report on the imprest fund on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant given and to what extent this information contributed to the investigation. Grantees shall retain the reconciliation report in their files and have available for review by the Missouri Department of Public Safety.
8. **Record and Audit Provisions:** Each agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (should include the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to the documentation under "Informant Files" below for a list of documents which should be included in the informant files. In projects where grant funds are used for confidential expenditures, it will be understood

that all of the above records, except the true name of the informant, are subject to the records and audit provisions of the Missouri Department of Public Safety.

INFORMANT FILES

1. **Security:** A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area, except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, information number, time in and out, and the signature of the person reviewing the file.
2. **Documentation:** Each file should include the following information:
 - a. Informant Payment Record kept on top of the file. This record provides a summary of informant payments
 - b. Informant Establishment Records, including complete identifying and locating data, plus any other documents connected with the informant's establishment
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification number).
 - d. Agreement with Cooperating Individual
 - e. Receipt for Purchase of Information (P/I)
 - f. Copies of all debriefing reports (except for the Headquarters case file)
 - g. Copies of case initiation report bearing on the utilization of the informant (except for the Headquarters case file)
 - h. Copies of statements signed by the informant (unsigned copies will be placed in the appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other non-monetary considerations furnished.
 - j. Any deactivation report or declaration of an unsatisfactory informant.

Accounting and Control Procedures: Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures, which conceptually should be charged to P/E, P/I, and P/S expenses are in fact allocated and charged to the proper category. It is only in this manner that these funds may be properly managed at all levels and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its P/E, P/I, or P/S allowance throughout its jurisdiction and delegate authority to approve P/E, P/I, and P/S expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation;
 - b. The need for this expenditure to further that investigation; and
 - c. Anticipated expenditures in other investigations. Funds for P/E, P/I, and P/S expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.
5. Funds for P/E, P/I, or P/S expenditure should be advanced to the officer on a suitable receipt form. A receipt for P/I or a voucher for P/E should be completed to document funds used in the P/E or funds paid or advanced to an informant.

6. For security purposes, there should be a 48-hour limit on the amount of time funds advanced for P/E, P/I, or P/S expenditure may be held outstanding. If it becomes apparent at any point with the 48-hour period that the expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are: the amount of funds involved, the degree of security under which the funds are being held, the length of extension required, and the significance of the expenditure. Such extensions should be limited to 48 hours.

Beyond this time period, the funds should be returned and re-advanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed voucher for P/I or P/E, or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head, or his/her immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

The Contractor Authorized Official and Contractor Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Michael Sanders

Contractor Authorized Official Name

Contractor Authorized Official Signature

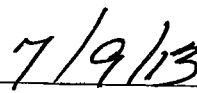
Date

Herb Soule

Contractor Project Director Name



Contractor Project Director Signature



Date