



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: <b>2014 State JAG Program</b>		Catalog of Federal Domestic Assistance (CFDA) #: <b>N/A</b>
Contractor Name: <b>Jackson County, Drug Task Force</b>		
Project Title: <b>Jackson County Multi-Jurisdictional Drug Task Force</b>		
Contract Period: <b>7/1/2013 to 5/31/2014</b>	State/Federal Funds Awarded: <b>\$97,551.60</b>	Contract Number: <b>2014-JAG-GR-014</b>

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

*M. Sanders*

Contractor Authorized Official Signature

*12/05/13*

Date

Herb Soule

Contractor Project Director Name

*Herb Soule*

Contractor Project Director Signature

*11-12-13*

Date

**FILED**

DEC 20 2013

MARY JO SPINO  
COUNTY CLERK

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.

*[Signature]*

07/01/2013

Authorized Official, MO Department of Public Safety

Date

APPROVED AS TO FORM

*W. [Signature]*

County Counselor

ATTEST:

*Mary Jo Spino*

Clerk of the County Legislature



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
STATE JAG



2013 CERTIFIED ASSURANCES

<b>Contractor Name:</b>	Jackson County, Drug Task Force	<b>Contract Number:</b>	2014-JAG-GR-014
<b>Project Title:</b>	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 2014 State JAG Solicitation, the DPS Financial and Administrative Guide, and other applicable state laws, orders, 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 State 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 State JAG funds 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 State JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
5. **Non-Supplanting:** The Contractor assures that State JAG funds made available under this contract will not be used to supplant other federal, state, or local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
6. **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.
7. **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.
8. **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.

9. **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 State 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. Sole source procurement of a unit cost of budget items greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
10. **Audit:** The Contractor agrees to comply with the guidelines set forth by the Missouri Department of Public Safety regarding audit requirements, which states: "if an organization expends \$250,000 or more in state funds in the organization's year, the organization shall have an organization-wide, independently performed audit". The audit should be in accordance with "Government Auditing Standards" covering financial audits. Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such audit or financial statement must be forwarded to the Missouri Department of Public Safety, Office of the Director.
11. **Debarment:** The Contractor acknowledges 1 CSR 40-1.060 relating in part to the restriction of not entering into a contract with a suspended or debarred vendor as established by the State or Federal Government. The State does not consider bids submitted by a suspended or debarred vendor. Therefore, because Stat JAG grant monies are state funds, local units shall adhere to a similar practice. The complete list of suspended or debarred vendors, as set by the State of Missouri, Office of Administration, Division of Purchasing and Materials Management can be found at <http://oa.mo.gov/purch/agencyinfo/suspven.pdf>.
12. **Buy American:** The Contractor acknowledges sections 34.350-34.359 RSMo regarding the Domestic Product 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 mandate in section 34.353 RSMo are met.
13. **Buy Missouri:** The Contractor 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.
14. **Unlawful Employment Practices:** The Contractor assures compliance with section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. **Discrimination in Public Accommodations:** The Contractor assures compliance with section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Fund Availability:** It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
25. **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 Missouri Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Missouri Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Missouri Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Missouri Department of Public Safety will result in the forfeiture of such a renewal option.
26. **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

12/05/13

Date

Herb Soule

Contractor Project Director Name



Contractor Project Director Signature

11-12-13

Date