

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4786

Sponsor(s): Dennis Waits

Date: October 12, 2015

SUBJECT	Action Requested ☐ Resolution ☒ Ordinance Project/Title: <u>Requesting a transfer and appropriation for the Multi-Jurisdictional Drug Task Force 15-16 grant</u>																								
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$304,610.67</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$304,610.67</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;</td><td></td></tr> <tr> <td>FROM</td><td>FROM ACCT</td></tr> <tr> <td>008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance</td><td>\$244,610.67</td></tr> <tr> <td>FROM</td><td>FROM ACCT</td></tr> <tr> <td>008-4151-56798 – Anti- Drug Sales Tax Fund – Drug Task Force – Grant Match</td><td>\$59,655.00</td></tr> <tr> <td>008-4151-56790 – Anti-Drug Sales Tax Fund – Drug Task Force – Other Contractual Services</td><td>\$345.00</td></tr> <tr> <td>TO</td><td>TO ACCT</td></tr> <tr> <td>008-4197-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual</td><td>\$304,610.67</td></tr> </table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$304,610.67	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$304,610.67	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		FROM	FROM ACCT	008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance	\$244,610.67	FROM	FROM ACCT	008-4151-56798 – Anti- Drug Sales Tax Fund – Drug Task Force – Grant Match	\$59,655.00	008-4151-56790 – Anti-Drug Sales Tax Fund – Drug Task Force – Other Contractual Services	\$345.00	TO	TO ACCT	008-4197-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	\$304,610.67
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008-4197-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	\$304,610.67																								
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																								
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Danny Cummings, O.I.C. 816.503.4725																								
REQUEST SUMMARY	The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$244,610.67 for the period of July 1, 2015 through June 30, 2016. The request included a match from Jackson County in the amount of \$60,000 for a total project cost of \$304,610.67.																								

	This funding will provide partial funding of salary and benefits for six (6) detectives.	
	Please appropriate \$304,610.67 into the following accounts: 008-4197-56790 \$304,610.67	
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Grant Award Documents	
REVIEW	Department Director:	Date: 9/21/15
	Finance (Budget Approval): If applicable	Date: 7 Oct 2015
	Division Manager:	Date: 10/8/15
	County Counselor's Office:	Date:

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:
008-4151-56798	Anti-Drug Sales Tax Fund – Drug Task Force – Grant Match	\$59,655.00
008-4151-56790	Anti-Drug Sales Tax Fund – Drug Task Force – Other Contractual Services	\$345.00
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$244,610.67

- ☐ 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 transfer and appropriation are available from the source indicated below.

Date: **September 29, 2015**

ORD # 4786

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Anti-Drug Sales Tax Grant Fund - 008</u>			
<u>4197-- Multi-Jurisdictional Drug Task Force</u>	<u>45754- Revenues</u>	<u>244,610.67</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>244,610.67</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>244,610.67</u>	
<u>4151-JC Drug Task Force</u>	<u>56798-Grant Match</u>	<u>59,655.00</u>	
<u>4151-JC Drug Task Force</u>	<u>56790-Other Contractual Serv</u>	<u>345.00</u>	
<u>4197-- Multi-Jurisdictional Drug Task Force</u>	<u>56790-Other Contractual Serv</u>		<u>304,610.67</u>
	Total	304,610.67	304,610.67


Budgeting

JEREMIAH W. (JAY) NIXON
Governor

LANE J. ROBERTS
Director



Lewis and Clark Building, 4th Floor
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**

September 4, 2015

Ms. Sarah Matthes
Jackson County, Drug Task Force
PO Box 392
Blue Springs, Missouri 64015

Re: **Contract Number: 2014-JAG-012**
Project Title: Jackson County Multi-Jurisdictional Drug Task Force

Dear Ms. Matthes:

The status of the above referenced application under the 2015 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 must be received by our office as soon as possible:

- ☐ Signed Award of Contract document
- ☐ Signed Certified Assurance document
- ☐ Printed copy of your 2015 JAG Application

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 contract documents or application on both sides of the paper. Also, please do not staple your documents – use a paper clip or binder clip instead.

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

Missouri Department of Public Safety
Attn: CJ/LE Section
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the contract documents for its files. A scanned copy of the signed contract documents will be returned for your records. If you require an original, please return an extra original copy of the contracts, and it will be forwarded back to you via mail. If you have questions or are unable to meet the above referenced deadline, please contact me at (573) 751-1318.

Sincerely,

Heather Haslag
CJ/LE Program Manager

cc: File

Enclosures



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

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

Program Area: 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program		Contract Number: 2014-JAG-012
Sub-recipient Name: Jackson County, Drug Task Force		
Project Title: Jackson County Multi-Jurisdictional Drug Task Force		
Contract Period: 7/1/2015 to 6/30/2016	Federal Appropriation: \$159,730.77 State Appropriation: <u>\$84,879.90</u> Total Award: \$244,610.67	Federal Appropriation CFDA #: 16.738 State Appropriation CFDA #: N/A

Award is hereby made in the amount and for the period shown above to the above-mentioned Sub-recipient. 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 grant application.

Michael Sanders

Sub-recipient Authorized Official Name

Sub-recipient Authorized Official Signature

Date

Bryon Price

Sub-recipient Project Director Name

Sub-recipient Project Director Signature

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.

07/01/2015

Authorized Official, MO Department of Public Safety

Date



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



2015 CERTIFIED ASSURANCES

Sub-recipient Name:	Jackson County, Drug Task Force	Contract Number:	2014-JAG-012
Project Title:	Jackson County Multi-Jurisdictional Drug Task Force		

The Sub-recipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. The Sub-recipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the JAG Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal or state monies, the Sub-recipient is required to attend the 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, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
3. **Non-Supplanting:** The Sub-recipient assures that federal and/or state 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.
4. **Change in Personnel:** The Sub-recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel 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.
5. **Contract Adjustments:** The Sub-recipient 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 Sub-recipient 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.
6. **Monitoring:** The Sub-recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Sub-recipient 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 Sub-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, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

7. **Criminal Activity:** The Sub-recipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Sub-recipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Sub-recipient must promptly refer to the Department of Justice, Office of Inspector General and the Missouri Department of Public Safety any credible evidence that a principal, employee, agent, contractor, sub-contractor, or other person has either:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General
Office of Justice Programs and Investigations Div.
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Missouri Department of Public Safety
Office of the Director
Attention: [Insert Grant Program]
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

For Sub-recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS by mail at the above noted address.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** The Sub-recipient 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,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Contractors.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

9. **Fair Labor Standards Act:** All Sub-recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Sub-recipient 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 Sub-recipient 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.

11. **Relationship:** The Sub-recipient agrees that they will represent themselves to be an independent Sub-recipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. The Sub-recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
12. **Uniform Crime Reporting (UCR):** The Sub-recipient assures that its law enforcement agency is in full compliance with Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
13. **Racial Profiling:** The Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
14. **Federal Equitable Sharing Funds:** The Sub-recipient assures that its law enforcement agency is in compliance with 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.
15. **Custodial Interrogations:** The Sub-recipient assures that its law enforcement agency is in full compliance with 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.
16. **DWI Law:** The Sub-recipient assures that its law enforcement agency is in full compliance with 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. In addition, the Sub-recipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 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.
17. **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 Sub-recipient 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.
18. **Drug-Free Workplace Act of 1988:** The Sub-recipient 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.

19. **ACORN:** Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Civil Rights:

1. **Enforcing Civil Rights Laws:** The Sub-recipient 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 sub-recipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Sub-recipient 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.
3. **Limited English Proficiency (LEP):** The Sub-recipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEOP):** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt. E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Sub-recipient will maintain an EEOP if the Sub-recipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more. The Contractor that is required to maintain an EEOP must submit an EEOP Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEOP Utilization Report can be found at <http://ojp.gov/about/ocr/eeop.htm>.

All Sub-recipients, irrespective of their EEOP obligations, must complete the EEOP Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at <http://ojp.gov/about/ocr/pdfs/cert.pdf>.

5. **Finding of Discrimination:** The Sub-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 funds, the Sub-recipient 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.
6. **Unlawful Employment Practices:** The Sub-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.
7. **Discrimination in Public Accommodations:** The Sub-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.

Financial:

1. **Fund Availability:** The Sub-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 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.

2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Sub-recipient Authorized Official and Sub-recipient 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.
3. **Financial Guide:** The Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.
4. **Allowable Costs:** The Sub-recipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Sub-recipient 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 Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Sub-recipient certifies that all expendable and non-expendable property purchased with funds under this contract shall be used for criminal justice purposes only.
5. **Financial Reporting Requirements:** The Sub-recipient agrees to complete and submit any financial reports required for this program as outlined in the JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Sub-recipient 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 Sub-recipient understands that all project income generated as a result of this contract shall be expended during the life of the contract, unless stated otherwise.
7. **Procurement:** The Sub-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 Sub-recipient assures that all procurement transactions will meet the minimum standards set forth in the *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 (not unit cost) totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases (not unit cost) 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. Purchases (not unit cost) 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 by a unit of government on amounts greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement of items costing \$100,000 or more requires prior approval from the U.S. Department of Justice, which must be obtained by the Missouri Department of Public Safety.
8. **Buy American:** The Sub-recipient 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.
9. **Buy Missouri:** The Sub-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.

10. **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 Sub-recipient 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 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
11. **Audit:** The Sub-recipient 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 as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Sub-recipient assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if it has met or exceeded this federal threshold.
12. **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 Sub-recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-recipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.
- In the event that the Missouri Department of Public Safety determines that a Sub-recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.
13. **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.
14. **Compensation:** The Sub-recipient 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 Sub-recipient 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.

Programmatic:

1. **Time Records Requirement:** The Sub-recipient assures that all project personnel funded through this contract will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety upon request.
2. **Bulletproof Vests:** The Sub-recipient 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 Sub-recipient 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>.
3. **Bulletproof Vest Policy:** The Sub-recipient 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 Sub-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.**
4. **Criminal Intelligence Systems:** The Sub-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.
5. **Duplication of Networks:** The Sub-recipient 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.
6. **Mitigation Plan:** The Sub-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 Sub-recipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.
7. **NEPA:** The Sub-recipient 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, the Sub-recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Sub-recipient agrees to contact the Missouri Department of Public Safety.

The Sub-recipient 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 Sub-recipient 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.
8. **Data Reporting Requirements:** The Sub-recipient agrees to complete and submit any data or statistical reports required for this program as outlined in the JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
9. **Drug Task Force Training:** The Sub-recipients 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.

The Sub-recipient Authorized Official and Sub-recipient 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

Sub-recipient Authorized Official Name

Sub-recipient Authorized Official Signature

Date

Bryon Price

Sub-recipient Project Director Name

Sub-recipient Project Director Signature

Date