

AGENDA ITEM
January 7, 2014

Subject: 2014-15 STOP VAWA Grant

Department: Nevada Police Department

The Nevada Police Department has been awarded a Missouri Department of Public Safety Grant under the Stop Violence Against Women Act which will fund payment for one approved full-time police officer detective position. This grant funding includes salary and fringe benefits for a 24 month period. The amount of grant funds awarded is \$79,591.05.

This career law enforcement funded position may be filled anytime after the official grant start date of January 1, 2014.

This grant is state funds with a 25% local match requirement of \$26,530.35 over the 24 month grant period.

BILL NO. 2014-001

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE AWARD OF THE COPS HIRING GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The COPS Hiring Program agreement attached hereto and incorporated herein by reference between the City of Nevada and the U.S. Department of Justice, Office of Community Oriented Policing Services is hereby accepted.

Section 2. The City Manager is hereby authorized and directed to execute the same.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri this 21st day of January, 2014.

(seal)
ATTEST:

SethBarrett, Mayor

Bev Baker, City Clerk

----- Forwarded message -----

From:

Date: Mon, Dec 30, 2013 at 11:55 AM

Subject: DPS WebGrants - Application - 26180 - Approved

To:

**** DO NOT RESPOND TO THIS EMAIL ****

The status of the following application has changed from "Under Review" to "Approved":

Program Area: STOP Violence Against Women Grant (VAWA)

Project Title: Victim Advocacy Response Program

Application ID: 26180

The Missouri Department of Public Safety reviewed and approved funding for the above referenced grant application. No further revisions are required at this time.

You will be notified from WebGrants when the award documents are available to be signed.

You may log into the WebGrants system at <https://dpsgrants.dps.mo.gov> to view the status of your application or to obtain a copy of your application.

Final Documentation to follow.

STOP VAWA CERTIFIED ASSURANCES AND SPECIAL CONDITIONS
AGENCY NAME: Nevada, Police Department
PROJECT TITLE: Victim Advocacy Response Program

The Subgrantee is subject to compliance with the following assurances and conditions:

Laws, Orders, Circulars and Regulations:

The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Violence Against Women Act of 2000, P.L. 106-386, the Reauthorized Violence Against Women Act of 2005, P.L. 109-162; the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety STOP VAWA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of STOP VAWA and match funds.

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

Services to Victims of Domestic and/or Sexual Violence, their children and Batterer Intervention Programs:

The Subgrantee, if providing services to victims of domestic and/or sexual violence, their children and Batterer Intervention Programs through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, Sexual Violence Programs and/or Batterer Intervention Programs, as they relate to the provision of services required herein.

Civil Rights Information:

The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.

Coordination of Activities:

The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

Non-Supplantation:

The Subgrantee assures that federal funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project.

Data Collection:

The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.

Audit Requirement:

An audit is required for the Agency fiscal year when FEDERAL financial assistance (which consists of ALL funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.

Generated Income:

The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition

of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be shown on the monthly report.

Timesheets Requirement:

The applicant assures that, all project personnel funded through the STOP grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.

Claims that are Late:

All expenses must be submitted within 60 days of expense.

If the claim is 60 days late, then the agency will receive a letter stating if claims are not brought up to, current within the next 30 days they will lose expenses for the first month the claim was late.

Claims with Errors:

a) After negotiating a claim three (3) times the claim will be withdrawn, if it is submitted again with errors the Program Rep will withdraw the claim and send a certified letter to the ED and Board.

b) If nothing is done after contacting the Board then the withdrawn claim expenses will not be reimbursed.

Access to Records:

The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office on Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to this grant.

Equal Employment Opportunity Program:

The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301-308 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file that meets the requirements therein.

Drug-Free Workplace Act of 1988:

The Subgrantee 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.

Lobbying:

Subgrantee understands and agrees that it cannot use any federal or state 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.

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.

Discrimination Prohibited:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee 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 (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

Limited English proficiency (LEP):

The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining 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 provide 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.

Faith-based Organizations:

Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.

Historic Preservation Act:

Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

Fair Labor Standards Act:

All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

Injury or Damage:

The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.

Printed Materials:

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

Relationship:

The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Law Enforcement Certification:

1. If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
2. The applicant assures that, if this project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:
 - A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and

B) Submit any other crime incident information which may be required by the Department of Public Safety.”

Section 43.505, subsection 4 states “Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes.”

3. The applicant assures that, if the project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMo relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.

Intoxication-Related Traffic Offenses:

If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

Texting While Driving:

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients 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.

Criminal or Civil Filings:

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

Forensic Medical Exams:

To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.

Polygraph/Voice Stress Analysis:

No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.

Court Records:

After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.

Victims’ Rights Compliance:

The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri’s Constitutional Amendment for **Victims’ Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).

Code of Professional Ethics:

The Subgrantee shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subgrantees.

Consultation with Victim Services:

Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Nondisclosure of confidential or Private Information:

Subgrantees may not disclose personally identifying information about victims served with OVW STOP funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for an OVW grant program or another Federal agency, state, tribal, or territorial grant program. This provision also limits disclosures by OVW Subgrantees to OVW grantees, including disclosures to statewide or regional databases.

Criminal Activity:

The Subgrantee 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.

1. Submitted a false claim for grant funds under the False Claims Act or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct 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: Crime Victim Services Unit
P.O. Box 749
Jefferson City, MO 65102-0749

For 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.

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.

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.

Match:

State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match on the STOP grant.

Debarment, suspension, and other responsibility matters (direct recipient):

As 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

1. The Applicant certifies that it and its principals:

- 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; and

2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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 Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

In the event that the Missouri Department of Public Safety determines that a Contractor 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. If this occurs, the Contractor has the right to an appeal hearing. 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.

Annual Performance Report:

The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the STOP funds have had on violence against women for a one year period January 1 through December 31. This information will be submitted electronically through the use of the Annual Progress Report no later than January 30th of each year.

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Authorized Official

DATE

Project Director

DATE