Bill No. 2025-11

ORDINANCE NO. 4189

AN ORDINANCE OF THE CITY OF CLINTON REGARDING A GRANT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY (MO DPS).

WHEREAS, the MO DPS has agreed to award funds to the City for the purchase of equipment, software and supplies for digital forensic investigations;

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

1. Grant Agreement 2026-MBSGP-032 (attached), in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00), is hereby approved.
2. The City Administrator is authorized to execute said Agreement.
3. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read both times and passed this 7th day of October, 2025.

Carla Moberly

Carla Moberly, Presiding Officer

ATTEST:

Ayes 6: Brenda Elliott, Gene Henry, Roger House, Cameron Jackson, Austin Jones and Gary Mount
Nays 0
Absent 2: Rob Hills and Greg Shannon

Wendee Seaton

Wendee Seaton, City Clerk

Carla Moberly

Carla Moberly, Mayor

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

AWARD AGREEMENT

DATE	AWARD NUMBER
10/01/2025	2026-MBSGP-032

RECIPIENT NAME		
Clinton, Police Department		
ADDRESS		
101 E. Ohio St.		
CITY	STATE	ZIP CODE
Clinton	Missouri	64735
TOTAL AMOUNT OF STATE		
$50,000.00		
PROJECT PERIOD FROM	PROJECT PERIOD TO	
10/01/2025	05/15/2026	
PROJECT TITLE	FUNDED BY	
SFY 2026 MBSGP - Clinton, Police Department	Missouri Department of Public Safety/Office of Homeland Security	
METHOD OF PAYMENT (Reimbursement – Advanced)		
Reimbursement		

CONTACT INFORMATION

DPS GRANTS CONTACT	RECIPIENT PROJECT DIRECTOR	
NAME	NAME	
Kelsey Saunders	Shane Lawson, Detective	
E-MAIL ADDRESS	ADDRESS	
kelsey.saunders@dps.mo.gov	101 E. Ohio St.	
TELEPHONE	CITY, STATE AND ZIP CODE	
573-522-6125	Clinton, Missouri 64735	
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS
Joni McCarter	660-885-2679	s.lawson@clintonmopd.com

SUMMARY DESCRIPTION OF PROJECT

The purpose of the Missouri Blue Shield Grant Program (MBSGP) is to provide funding to support the Missouri Blue Shield Program. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies that serve and protect our cities and towns. This program acknowledges local governments for their commitment to support local law enforcement efforts.

AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL	
Mark S. James, Director		Christy Maggi, City Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE
Mark S. James	10/8/2025	Christina A. Maggi	10/08/2025

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

GRANT PROGRAM	RECIPIENT
SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	Clinton, Police Department
AWARD NUMBER	DATE
2026-MBSGP-032	10/01/2025

AWARD AGREEMENT

ARTICLES OF AGREEMENT

1. **Allowable Costs:** The recipient understands that only allowable items in the approved budget will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the date identified in the "MBSGP Notice of Funding Opportunity (NOFO)". (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The recipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

2. **Award Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the DPS/OHS. No additional funding shall be awarded to a recipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.

3. **Award Document Changes:** In the event the DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

4. **Body Armor:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.

5. **Body Armor Policy:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

6. **Body-Worn Camera Policy**: The recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

7. **Buy American:** The recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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8. **Buy Missouri:** The recipient also acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

9. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.

10. **Compliance Workshop:** As a recipient of state funds, the recipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

11. **Contractual Services:** For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

    a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.

    b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.

12. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

13. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

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

15. **Duplication of Networks:** The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if

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applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

16. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the recipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.

17. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the 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 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 general 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.

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

19. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The recipient shall use and manage equipment in accordance with its procedures if the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the DPS Administrative Guide.

20. **Fair Labor Standard Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.

21. **Federal Equitable Sharing Funds:** The recipient assures 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 State Auditor.

22. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program as outlined in the "SFY 2026 MBSGP Notice of Funding Opportunity (NOFO)". Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the award.

23. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The recipient further understands and agrees that neither the

24. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "MBSGP Notice of Funding Opportunity", the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, and other applicable state laws or regulations.

25. **Grant Reporting:** Status reports are required to be submitted quarterly through the WebGrants system.

26. **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf. The Missouri Interoperability Center will review all communications equipment applications to ensure they comply with the Radio Interoperability Guidelines.

27. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

    a. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to Section RSMo 43.505.3, each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.

    b. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to Section 590.650.3 RSMo, each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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c. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.

d. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.

e. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

f. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

28. **License Plate Readers (LPRs):** Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the

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information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

29. **Lobbying:** The recipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

30. **Missouri Office of Homeland Security, Division of Grants Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS Grant programs.

31. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

32. **Non-Disclosure Agreements:** The recipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

    In accepting this award, the recipient:

    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

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prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

33. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

34. **Procurement:** The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

    a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

    b. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

    c. Purchases estimated to total between $10,000 but less than $100.000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

    d. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

    e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

    f. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the DPS/OHS.

35. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the award was approved.

36. **Relationship:** The recipient agrees that it will represent itself to be an independent recipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

37. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and returned to

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the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

38. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

    (a) Submitted a claim that violates 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.

    Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must be reported to the DPS/OHS by one of the following methods:

    Mail: Missouri Department of Public Safety
    Office of Homeland Security
    Attn: DPS Grants
    P.O. Box 749
    1101 Riverside Drive
    Jefferson City, MO 65102-0749

    Email: dpsgrants@dps.mo.gov
    Fax: (573) 526-9012

    The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this award.

39. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

40. **Suspension/Debarment:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

41. **Suspension/Termination of Award:** The DPS/OHS reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the DPS/OHS, become property of the State of Missouri.

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42. **Texting While Driving:** The DPS/OHS encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

43. **Unlawful Employment Practices:** The recipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

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