



# Kansas Bureau of Investigation

Kirk D. Thompson  
*Director*

Derek Schmidt  
*Attorney General*

June 6, 2022

Zachary Walker, City Manager  
City of Independence  
111 East Maple St, 3<sup>rd</sup> floor  
Independence Missouri 64050

Dear Mr. Walker:

Attached for your review and signatures are documents relating to the Independence Police Department's 2022 operating budget for the Midwest HIDTA Kansas City / Overland Park DEA Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2022 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continuing support of the Midwest HIDTA.

**Award #:** G22MW0003A

**Initiative:** Kansas City / Overland Park DEA Task Force

**Award Maximum:** \$153,166.00

**Award Period:** January 1, 2022 - December 31, 2023

Sincerely,

A handwritten signature in cursive script, reading "Teresa Goza".

Teresa Goza  
HIDTA Accountant IV  
Kansas Bureau of Investigation

**MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (Midwest HIDTA)  
MEMORANDUM OF UNDERSTANDING  
KANSAS CITY/OVERLAND PARK DEA TASK FORCE**

**G22MW0003A  
01-01-2022 / 12-31-2023  
CFDA number 95.001**

The Office of National Drug Control Policy (ONDCP) has awarded High Intensity Drug Trafficking area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the KANSAS CITY/OVERLAND PARK DEA TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

**Scope of Service**

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

**Reprogramming of Funds**

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

**Reporting Requirement**

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

## **Program Standards**

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

## **Assurances**

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

## **Invoicing**

Each agency receiving reimbursements will invoice on the fifteenth of every month for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

## **Inventory**

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

## **Audit Readiness and Compliance**

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

## **Operations**

1. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. All equipment purchases shall be made in accordance with the HIDTA program policy. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. **Independence Police Department** shall agree to designate two commissioned officers to the Kansas City/Overland Park DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

### **Acceptance**

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs

Appendix E: OMB Form 4040-0009, Assurances – Construction Programs

Appendix F: OMB Form, Certification Regarding Lobbying

Appendix G: OMB Form, Disclosure of Lobbying Activities

Appendix H: HIDTA Reimbursement Form

Appendix I: HIDTA Award Agreement

Appendix J: FAPO Risk Assessment Tool

Appendix K: HIDTA Single Audit Certification

**Fiscal Contact KBI:**

Teresa Goza  
Kansas Bureau of Investigation  
15700 College Blvd., Suite 100  
Lenexa, KS 66219-1473  
913-942-3020  
teresa.goza@kbi.ks.gov

**Project Manager KBI:**

Kelly Ralston, Assistant Director  
Kansas Bureau of Investigation  
625 Washington  
Great Bend, KS 67530-5442  
kelly.ralston@kbi.ks.gov

**State Coordinator:** Steve Riley  
Midwest HIDTA  
10220 NW Ambassador Dr., Suite 700  
Kansas City, MO 64153  
816-891-5217  
sriley@midwest-hidta.org

**Fiscal Contact IPD:** Dennea Leap  
Independence Missouri Police Department  
223 N Memorial Drive  
Independence, Missouri 64050  
816-325-7315  
dleap@indepmo.org

**Participating Agency:** Zachary Walker, City Manager  
City of Independence  
111 East Maple St, 3rd floor  
Independence Missouri 64050  
816-325-7019  
816-325-7024 (FAX)

**Participating Agency:**  
**City of Independence Missouri**

\_\_\_\_\_  
Zachary Walker, City Manager

\_\_\_\_\_  
Date

**Through Independence Police Department**

\_\_\_\_\_  
Adam Dustman, Interim Chief

\_\_\_\_\_  
Date

**Fiscal Agent:**  
**Kansas Bureau of Investigation**

\_\_\_\_\_  
Kirk D. Thompson, Director

\_\_\_\_\_  
Date

## FY 2022 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

**HIDTA:** Midwest HIDTA

**INITIATIVE TITLE:** Kansas City/Overland Park DEA Task Force

**LEAD AGENCY(S):** Drug Enforcement Administration

**CO-LOCATION SITE:** Overland Park, KS

### 1. DESCRIPTION

#### Initiative Purpose

The Kansas City/Overland Park DEA Task Force is a DEA led initiative that was created and funded in 1999. The Initiative is a cooperative partnership between federal and state and local law enforcement agencies in the Kansas City metropolitan area (KS: Johnson Co. and Wyandotte Co. / MO: Jackson Co. and Cass Co.). The Initiative is comprised of Task Force Group 41 (OCDETF Strike Force Group 1), Task Force Group 43 (OCDETF Strike Force Group 2), an intelligence group and a financial investigation contractor which all share collocated space at the DEA's Kansas City District Office. The task force focuses on significant Mexican methamphetamine and poly-drug trafficking organizations (DTOs) operating in its area of responsibility. Groups 43 and 41 are part of the multi-agency Kansas City Metropolitan OCDETF Strike Force. Group 43 also occupies space at the collocated OCDETF Strike Force, while Group 41 is host to the District of Kansas Title III (wire intercept) room in Overland Park, KS. All enforcement and investigative operations are coordinated through the deconfliction services provided by the Midwest HIDTA ISC, which assist in enhancing officer safety and increase efficiency by reducing duplication of effort.

#### Threat Focus

International, regional and local DTOs affiliated with Mexican transnational criminal organizations (TCOs) that distribute methamphetamine, heroin/synthetic opioids, cocaine, as well as other drugs are the primary threat in the Initiative's area of responsibility. In addition to conducting investigations targeting PTOs, CPOTs, RPOTs, DTOs and major methamphetamine and poly-drug trafficking Mexican TCOs, the Initiative also investigates the sale and diversion of precursor and essential chemicals utilized in the manufacture of methamphetamine and the investigation of individuals and criminal organizations involved in the clandestine manufacture and distribution of poly-drugs and methamphetamine. The task force initiates investigations of DTOs operating in its area of responsibility, which primarily consists of the greater Kansas City metropolitan area.

#### Personnel Structure and Participating Agencies

The Kansas City/Overland Park DEA Task Force is a DEA managed full-time collocated, federal, state and local task force located in Overland Park, Kansas. It is led by an assistant special agent in charge, who oversees two group supervisors that run the day-to-day investigative and enforcement activities. The Task Force consists of special agents, intelligence analysts and a financial contractor from DEA, IRS, HSI and police agencies in Kansas City, MO, Kansas City, KS, Independence, MO, Belton, MO, Lee's Summit, MO, Overland Park, KS, Johnson County KS and Olathe, KS. This multi-agency approach brings investigators from the entire metropolitan area together to identify, target and investigate Mexican DTOs and TCOs. Partnerships with the US Attorney's offices and SAUSA's in the District of Kansas and the Western District of Missouri further enhance investigations through Title IIIs and OCDETF designated cases. This multi-agency approach significantly assists in the disruption/dismantlement of these DTOs/MLOs.

#### Investigative Approach

Kansas City/Overland Park DEA

The Kansas City/Overland Park DEA Task Force utilizes a variety of investigative techniques that include traditional undercover operations where controlled substances are purchased from investigative targets, physical and electronic surveillance, controlled deliveries and Title IIIs. HIDTA funding is used to enhance the Initiative's efforts and consists of PE/PI, salary, fringe and overtime for state and local investigators, investigative travel, investigative supplies and equipment, and various office supplies and services.

The Kansas City/Overland Park DEA Task Force is expected to disrupt/dismantle seven DTOs/MLOs during CY-2022, which is the same expectation as it had for CY-2021 (8 DTOs/MLOs disrupted - 114% of expectation).

## 2. INITIATIVE PARTICIPANTS

<b>HIDTA Participating Agency Positions, Summary</b>					
	Federal		Other		Total
	Full Time	Part Time	Full Time	Part Time	
Co-Located	22	1	14	0	37
Non-Co-Located	0	0	0	0	0
<b>Total</b>	<b>22</b>	<b>1</b>	<b>14</b>	<b>0</b>	<b>37</b>

<b>HIDTA Participating Agency Positions</b>					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
1	Assistant Special Agent in Charge	Drug Enforcement Administration	No	Yes	Yes
1	Task Force Officer	Lees Summit, MO Police Department	No	Yes	Yes
1	Task Force Officer	Lees Summit, MO Police Department	Yes	Yes	Yes
2	Task Force Officer	Kansas City, MO Police Department	No	Yes	Yes
2	Task Force Officer	Kansas City, KS Police Department	No	Yes	Yes
1	Task Force Officer	Johnson County, KS Sheriffs Office	No	Yes	Yes
2	Task Force Officer	Independence, MO Police Department	Yes	Yes	Yes
1	Task Force Officer	Belton, MO Police Department	Yes	Yes	Yes

Kansas City/Overland Park DEA

<b>HIDTA Participating Agency Positions</b>					
<b>Quantity</b>	<b>Title</b>	<b>Agency</b>	<b>HIDTA Funded</b>	<b>Co-located</b>	<b>Fulltime</b>
1	Special Agent	United States Internal Revenue Service	No	Yes	No
14	Special Agent	Drug Enforcement Administration	No	Yes	Yes
1	Special Agent	Department of Homeland Security	No	Yes	Yes
3	Intelligence Research Specialist	Drug Enforcement Administration	No	Yes	Yes
1	Intelligence Analyst	Kansas National Guard	No	Yes	Yes
1	Group Supervisor - Intelligence Research Specialist	Drug Enforcement Administration	No	Yes	Yes
2	Group Supervisor	Drug Enforcement Administration	No	Yes	Yes
1	Financial Analyst	Contractor - Maximus	No	Yes	Yes
1	Task Force Officer	Olathe, KS Police Department	No	Yes	Yes
1	Task Force Officer	Overland Park, KS Police Department	No	Yes	Yes

J

Kansas City/Overland Park DEA



## Budget Detail

### 2022 - Midwest

Initiative - Kansas City/Overland Park DEA Task Force

Award Recipient - Kansas Bureau of Investigation (G22MW0003A)

Resource Recipient - Kansas Bureau of Investigation

<i>Input</i>		<i>\$369,569.00</i>
<b>Personnel</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	4	146,559.00
<b>Total Personnel</b>	<b>4</b>	<b>\$146,559.00</b>
<b>Fringe</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	4	42,823.00
<b>Total Fringe</b>	<b>4</b>	<b>\$42,823.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	6	103,688.00
<b>Total Overtime</b>	<b>6</b>	<b>\$103,688.00</b>
<b>Services</b>	<b>Quantity</b>	<b>Amount</b>
Vehicle lease - passenger	6	45,000.00
<b>Total Services</b>	<b>6</b>	<b>\$45,000.00</b>
<b>Supplies</b>		<b>Amount</b>
Investigative/Operational		22,880.00
Office		8,619.00
<b>Total Supplies</b>		<b>\$31,499.00</b>
<b>Total</b>		<b>\$369,569.00</b>

Midwest HIDTA Equipment Inventory  
Additions/Transfers/Disposals

Purchase Date: \_\_\_\_\_

Manufacturer's Serial Number: \_\_\_\_\_

Manufacturer/Vendor: \_\_\_\_\_

Cost: \_\_\_\_\_

Purchase Condition: \_\_\_\_\_

HIDTA #: \_\_\_\_\_

Description: \_\_\_\_\_

Purchasing Agency: \_\_\_\_\_

HIDTA Funding %: \_\_\_\_\_

Agency Asset #: \_\_\_\_\_

Title Holder: \_\_\_\_\_

Initiative: \_\_\_\_\_

Custodian Agency: \_\_\_\_\_

Physical Location: \_\_\_\_\_

City: \_\_\_\_\_

State \_\_\_\_\_

Transferred From: \_\_\_\_\_

Current Condition: \_\_\_\_\_

Surplus Date: \_\_\_\_\_

Reason for Disposal: \_\_\_\_\_

Disposal Method: \_\_\_\_\_

Notes: \_\_\_\_\_

Name: \_\_\_\_\_

View Burden Statement

OMB Number: 4040-0007  
Expiration Date: 02/28/2025**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4783) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	



View Burden Statement

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

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**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 178(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1988 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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**4. Name and Address of Reporting Entity:**

Prime     SubAwardee    Tier if known:

\* Name: CITY OF INDEPENDENCE

\* Street 1: 111 E MAPLE ST.      Street 2: 3RD FLOOR

\* City: INDEPENDENCE      State: MO: Missouri      Zip: 64050-3066

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

\* Name: KANSAS BUREAU OF INVESTIGATION

\* Street 1: 1620 SW TYLER      Street 2:

\* City: TOPEKA      State: KS: Kansas      Zip: 66612-1837

Congressional District, if known:

<b>6. * Federal Department/Agency:</b> ONDCP	<b>7. * Federal Program Name/Description:</b> HIDTA CFDA Number, if applicable: 95.001
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<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
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**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name N/A      Middle Name

\* Last Name N/A      Suffix

\* Street 1       Street 2

\* City       State       Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name N/A      Middle Name

\* Last Name N/A      Suffix

\* Street 1       Street 2

\* City       State       Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix  \* First Name ZACHARY      Middle Name

\* Last Name WALKER      Suffix

Title: CITY MANAGER      Telephone No.: 816-325-7019      Date:



## Midwest HIDTA Reimbursement Request Form

Agency

Independence Missouri Police Department  
223 N. Memorial Drive  
Independence MO 64050-3013

Ord. 18570

Dept. Code

KBI use only  
S-40378-1-001  
Grant # 2203

Invoice for the month of:

2022 Funding Year 01/01/2022 to 12/31/2023

Initiative: Kansas City/Overland Park DEA Task Force G22MW0003A

**CFDA # 95.001**


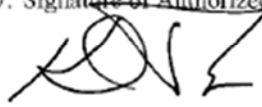
Enter Data in This  
Column only

Category	Beginning Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel - Winans	\$ 40,450.00			\$ 40,450.00
Personnel - Pfeifer	\$ 33,600.00			\$ 33,600.00
Fringe - Winans	\$ 10,449.00			\$ 10,449.00
Fringe - Pfeifer	\$ 10,449.00			\$ 10,449.00
Overtime - Winans	\$ 17,109.00			\$ 17,109.00
Overtime - Pfeifer	\$ 17,109.00			\$ 17,109.00
Vehicle Lease - Winans	\$ 7,500.00			\$ 7,500.00
Vehicle Lease - Pfeifer	\$ 7,500.00			\$ 7,500.00
Supplies/Fuel	\$ 9,000.00			\$ 9,000.00
<b>Total</b>	<b>\$ 153,166.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 153,166.00</b>

Agency Authorization / Date  Adam Dustman, Interim Chief	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Finance Officer Please Print Dennea Leap	(816) 325-7315 <a href="tel:816-325-7316">Fax 816-325-7316</a>	

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Kirk D. Thompson Director Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. Award Number (FAIN): G22MW0003A	
		5. Period of Performance: From 01/01/2022 to 12/31/2023	
2. Total Amount of the Federal Funds Obligated: \$3,885,000.00		6. Federal Award Date: May 2, 2022	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$3,885,000.00		8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>		9. Previous Award Amount:	
3A. Project Description  <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>		10. Amount of Federal Funds Obligated by this Action: \$3,885,000.00	
		11. Total Amount of Federal Award: \$3,885,000.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 117-103 H.R. 2471-206</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Kirk D. Thompson Director Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  5/6/2022	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: MQ3SSN5SNG84 DUNS: 150943496 EIN: 1486029925L2		19. HIDTA AWARD <i>OND1070DB2223XX OND6113</i> <i>OND2000000000 OC 410001</i>	

## GRANT CONDITIONS

### A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
  - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
  - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at [www.whitehouse.gov/ondcp/](http://www.whitehouse.gov/ondcp/).



8. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid UEI number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
12. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

13. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
14. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
  - (1) the percentage of the total costs of the program
  - (2) the dollar amount of Federal funds for the project or program; and
  - (3) the Office of National Drug Control Policy is the source of funding for the projects, programs and activities.
15. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.



## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 41 U.S.C. § 417b(e)(1).

#### 2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

- a. Contract from the federal government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

### 4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the federal share of the funding under any federal award with a recipient cost share or match; and



(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

**C. Program Specific Terms and Conditions**

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:  
[https://www.nhac.org/hidta\\_guidance/Program\\_Policy\\_and\\_Budget\\_Guidance2021.pdf](https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf)

**D. Federal Award Performance Goals**

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	



# FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors	EXAMPLES			Lower	Risk Level				Higher
	Lower Risk State	Moderate Risk State	Higher Risk State	1	2	3	4	5	
<b>AREA 1: COMPLIANCE</b> – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting									
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process									
<b>Level of Clarity</b>	Clear & precise	Open to interpretation/generic	Unclear and imprecise						
<b>Degree of maturity/stability</b>	Well-established & time-tested	Recently enacted/evolving (<3 years)	Brand New or unestablished						
<b>Complexity</b>	Simple & straight forward	Involves judgement & some complexity	Highly complicated or judgmental						
<b>AREA 2: HUMAN CAPTIAL</b> – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance									
<b>Knowledge/familiarity of staff with process</b>	Highly knowledgeable & familiar	Average familiarity	Staff are new or unfamiliar						
<b>Degree of management process ownership/control</b>	Processes fully in-sourced and under management’s direct control	Mixed in & out-sourced processing or some control delegated to others	Significant outsourcing or delegation of processes to others’ control						
<b>Workload Stress</b>	Low staff turnover; no workforce constraints or other stressors	Moderate staff turnover: some workforce constraints	High staff turnover; notable workforce constraints adding stress						
<b>AREA 3: OPERATIONS</b> – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance									
Characteristics of the manual and automated activities & technology applications comprising this business process									
<b>Uniformity</b>	Highly standardized	Some variations occur	Highly variable						
<b>Complexity</b>	Simple & straightforward	Moderately complicated	Complicated/cumbersome/ error prone						
<b>Regularity</b>	Routine	Periodic/infrequent	Non-routine/Rare						
<b>Maturity or Stability</b>	Stable, well-established, time-tested	Evolving/in transition (<3 years)	Brand new, unestablished, unstable						
<b>Extent of handling</b>	One/two “Touch-points”	Multiple processing steps/applications	Many people/steps/apps involved						
<b>Dispersion</b>	Centralized within one location/function	Moderately dispersed among multiple locations/function	Highly dispersed among many different location/functions						
<b>AREA 4: NATURE OF TRANSACTIONS</b> – risk posed by the qualitative and quantitative characteristics of transactions generated by the process									
<b>Transaction volume</b>	Extensive transactions (1000+)	Many transactions (100+)	Few transactions (10+)						
<b>Transaction Frequency</b>	Systematic/recur on a regular basis	Happens periodically/cyclically	Happens infrequently or rarely						
<b>Individual transaction sizes</b>	Small dollar (< 1/1000 <sup>th</sup> of materiality)	Moderate dollar (>1/1000 <sup>th</sup> of materiality & <1/100 <sup>th</sup> of materiality)	Large dollar (>1/100 <sup>th</sup> of materiality)						
<b>Impact of estimates on financial reporting transactions</b>	Little/no impact of estimates/all transaction variable are known/no estimation judgement involved	Moderate impact of estimates/most transaction variables are known/some estimation judgement involved	Significant impact of estimates/some transaction variables are derived amounts/high judgement required						
<b>Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other security issues</b>	Assets are immovable or have no intrinsic value/information is easily safeguarded/low risk of concealable theft or diversion	Assets are moveable and have some intrinsic value/information is capable of diversion/moderate risk of concealable theft or diversion	Assets are moveable and have a significant intrinsic valuable/information is capable of diversion/high risk of concealable theft or diversion						

# FAPO RISK ASSESSMENT TOOL

AREA 5: MANAGEMENT’S RECENT EXPERIENCE – indications of possible lingering risks based upon management’s experience with events during the pasts 3 years				
Prior annual financial statement or other audit results				
<b>Controls &amp; Compliance issues raised</b>	No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or “high-risk” matters cited by auditors for this process	
<b>Adjustments by auditors</b>	None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality	
<b>Adjustments by management</b>	Few adjustments/routine in nature/mall dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature	
<b>Results of management’s recent Statement of Assurance assessments</b>	No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process	
Management’s day-to-day experience				
<b>Accounting errors or irregularities (known fraud)</b>	Few error/adjustments	adjustments	Significant errors/adjustments	
<b>Information available to monitor performance</b>	Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis	
<b>Typical accounting analysis needed by management in this area</b>	Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis	
<b>Overall nature of issues, errors or adjustments</b>	A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention	
AREA 6: MANAGEMENT’S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process				
<b>Management overall prognosis of material adverse risks for this process</b>	Remote	Reasonably Possible	More Likely than Not	

Assessment performed by: \_\_\_\_\_

Date: \_\_\_\_\_

# Single Audit Certification

## Sub-Recipient Audit Requirements of the A-133 Single Audit (2 C.F.R. Part 200, Subpart F)

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Agreement between the City of Independence and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2022 to 12/31/2023 in the amount of \$153,166.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of Dates, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements. This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Independence

Sub recipient's SAM UEI # \_\_\_\_\_ expires \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Signature: \_\_\_\_\_

1. We have completed our OMB Circular A-133 audit for the fiscal year ending \_\_\_\_\_  
Here is the link to our audit report. \_\_\_\_\_ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.
2. We expect our OMB Circular A-133 audit for the fiscal year ending \_\_\_\_\_  
to be completed by \_\_\_\_\_. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.
3. We are not subject to Circular A-133 audit because:
  - a) We are a for-profit organization.
  - b) We expend less than \$750,000 in federal awards annually.
  - c) Other (*please explain*): \_\_\_\_\_