



DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) SFY 2022 CERTIFIED ASSURANCES

The Subrecipient understands the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) is the awarding body of the DSSSF monies and the Missouri Department of Public Safety provides technical assistance in the form of financial and progress reporting, as well as monitoring oversight.

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. **Governing Directive:** The Subrecipient assures that it shall comply with the provisions of the "DSSSF Notice of Funding Opportunity" and other applicable state laws or regulations.
2. **Fund Collection:** The DSSSF was created pursuant to Section 57.278 RSMo and consists of monies collected from charges for service received by county sheriffs under Section 57.280 RSMo. The Subrecipient assures that all monies received by the Sheriff under Section 57.280 RSMo have been paid to the County Treasury and the County Treasurer has paid, and will continue to pay, such monies to the State Treasurer.
3. **Compliance Training:** As a recipient of state funds, the Subrecipient is required to participate in the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
4. **Supplanting:** The Subrecipient assures that state funds made available under this subaward will not be used to supplant state and local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project. In the event it is determined the Subrecipient is supplanting, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.
5. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the MoSMART Board. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the MoSMART Board or the Missouri Department of Public Safety 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.
6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to representatives of the Missouri Department of Public Safety/Office of the Director, the Office of Missouri State Auditor, the MoSMART Board, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures, as may be necessary to keep such records as the MoSMART Board or Missouri Department of Public Safety/Office of the Director shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

7. **Fair Labor Standards Act:** All Subrecipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act
8. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient 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 Subrecipient 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.

9. **Uniform Crime Reporting (UCR):** The Subrecipient assures its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
10. **Racial Profiling:** The Subrecipient assures its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
11. **Federal Equitable Sharing Funds:** The Subrecipient 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.
12. **Custodial Interrogations:** The Subrecipient assures its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
13. **DWI Law – Law Enforcement:** The Subrecipient assures its law enforcement agency is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Civil Rights:

1. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to

accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards 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 and continued at an aggregate level sufficient to cover the costs under this subaward, 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.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety/Office of the Director for final review and signature by the MoSMART Board.
3. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient 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 Subrecipient also agrees to expend funds no later than the last day of the pay period immediately following the end of the state fiscal year. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse.
4. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "DSSSF Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Audit:** The Subrecipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$375,000 or more is expended by the Subrecipient. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety/Office of the Director within 60 days of the project period start date if it has met the requirements to have an audit.
6. **Validity of Costs:** The Subrecipient understands that in the event it is determined the Subrecipient made false statements relating to a position and/or annual salary in order to receive DSSSF monies, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.
7. **Suspension/Termination of Subaward:** The Subrecipient understands that the MoSMART Board reserves the right to terminate any subaward entered into as a result of this application at their sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the MoSMART Board, become property of the State of Missouri.

In the event that the MoSMART Board determines a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state

requirements governing these funds, the MoSMART Board may permanently or temporarily terminate the subaward. In the event a subaward is permanently terminated, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining or an amount equal to the portion of the grant funds wrongfully used.

8. **Enforceability:** If a Subrecipient fails to comply with all applicable state requirements governing these funds, the MoSMART Board may withhold or suspend, in whole or in part, funds awarded under the subaward, 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.

Programmatic:

1. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “DSSSF Solicitation”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
2. **Time Records Requirement:** The Subrecipient assures that all project personnel funded through the subaward will maintain timesheets that detail 100% of their time worked and paid leave time. These timesheets must be signed by both the employee and the appropriate approving official.
3. **Hourly Rate:** The Subrecipient understands that DSSSF monies paid to an individual shall be included with the individual’s annual salary when calculating the individual’s hourly overtime rate. The individual’s hourly overtime rate, as applicable, is not merely based on the county approved annual salary but a combination of the county approved annual salary and supplemental salary, per a decision rendered by the U.S. Department of Labor.
4. **Wage Garnishments:** The Subrecipient understands DSSSF monies paid to an individual may be subject to increased wage garnishments. Some garnishments (e.g. child support) are based on the individual’s monthly salary, and as the monthly salary increases, so does the wage garnishment amount.
5. **Pro-Ration of Supplemental Salary:** The Subrecipient understands that individuals in a grant-funded position must continue in a full-time, paid employment status to be eligible for continued supplemental salary. Employees who do not begin employment with the Subrecipient at the start of the payroll period are not eligible for supplemental salary prior to their employment start date. Furthermore, employees who leave employment with the Subrecipient before the end of the payroll period are not eligible for continued supplemental salary after their employment end date. Employees who transfer positions are subject to the supplemental salary approved for the respective position, as applicable, for the time worked in the respective position on a full-time, paid employment status. The Subrecipient shall pro-rate, where applicable, the supplemental salary issued to the employee based on the prescribed format outlined in the “Administrative and Financial Guidelines – Pro-Ration of Supplemental Salary” section of the “DSSSF Solicitation”.