



SFY 2024 DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) CERTIFIED ASSURANCES

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

General:

1. **Governing Directive:** The recipient 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 recipient 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 recipient is required to participate in the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be hosted 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, record retention, internal controls, and accounting responsibilities
4. **Supplanting:** The recipient assures that state funds made available under this award 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 recipient 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 recipient understands that any deviation from the approved award must have prior approval from the MoSMART Board. No additional funding shall be awarded to a recipient (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 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 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 recipient 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 award.

7. **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.

8. **Vehicle Stops:** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 590.650 RSMo](#) relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
9. **Custodial Interrogations:** The recipient assures, where the project agency is a law enforcement agency, 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.
10. **DWI Law – Law Enforcement:** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [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](#).
11. **Police Use of Force Transparency Act of 2021:** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 590.1268 RSMo](#) relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.
12. **National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 43.505 RSMo](#) which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with [Section 43.505 RSMo](#). *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted NIBRS reports for three or more months since January 1, 2022.*

- 13. Rap Back Program Participation:** The Recipient assures, where the project is a law enforcement agency, its law enforcement agency is in compliance with the state provision of [Section 590.030 RSMo](#) which states all law enforcement agencies shall enroll in the state and federal Rap back program 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 officer 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.
- 14. Death in Custody Reporting Act of 2013:** Death in Custody Reporting Act (DCRA) - The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). SAAs are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies. If an agency experiences a death in custody event, timely submissions of the information on the Death in Custody Reporting Act data collection template are requested to be sent to joni.mccarter@dps.mo.gov or via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwikzK3mf_9AhULI2oFHTPYAJcQFnoECA8QAQ&url=https%3A%2F%2Fbja.ojp.gov%2Ffinding%2Fperformance-measures%2FDCRA-Reporting-Guidance-FAQs.pdf&usg=AOvVaw0in60OrqBigNJP8fPDMS8u#page=4
- 15. Federal Equitable Sharing Funds:** The recipient assures, where the project agency is a law enforcement agency, 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.
- 16. Information Sharing:** The recipient agrees to share information and cooperate with the Missouri Department of Social Services, Missouri State Highway Patrol, and existing Internet Crimes Against Children (ICAC) task force programs.
- 17. Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program as requested by the Missouri Department of Public Safety. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Civil Rights:

- 1. Unlawful Employment Practices:** The recipient assures compliance with [Section 213.055 RSMo](#) in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
- 2. Discrimination in Public Accommodations:** The recipient assures compliance with [Section 213.065 RSMo](#) in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The 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 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 recipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the recipient Authorized Official and recipient 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 recipient 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 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 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 recipient 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 recipient 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 recipient. The recipient 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 recipient understands that in the event it is determined the recipient 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 Award:** The recipient understands that the MoSMART Board reserves the right to terminate any award entered into as a result of this application at their sole discretion and without penalty or recourse by giving written notice to the Recipient of the effective date of 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 MoSMART Board, become property of the State of Missouri.

In the event that the MoSMART Board determines a recipient 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 award.

In the event an award 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 recipient 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 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.

Programmatic:

18. **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 subaward. The final claim is due by August 15, 2023 and will require the submission of a payroll summary.
19. **Time Records Requirement:** The recipient assures that all project personnel funded through the award 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.
20. **Hourly Rate:** The recipient 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.
21. **Wage Garnishments:** The recipient 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.
22. **Pro-Ration of Supplemental Salary:** The recipient 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 recipient 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 recipient 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 recipient shall pro-rate, where applicable, the supplemental salary issued to the employee based on the prescribed format outlined in the "Administrative and Financial Guidelines."