



**Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
SFY 2027 Deputy Sheriff Salary Supplementation Fund (DSSSF)
Certified Assurances**

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

1. **Allowable Costs:** The recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later 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. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety/Office of Homeland Security (DPS/OHS). The recipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS.
2. **Award Document Changes:** In the event the MoSMART Board/DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
3. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent as a 'Program Revision' through the 'Subaward Adjustment' component of WebGrants.
4. **Compliance Workshop:** As a recipient of state funds, the recipient is required to participate in any applicable Compliance Workshop hosted by the DPS/OHS. The Compliance Workshop may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
5. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to

the individual's employment. The MoSMART Board/DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

6. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
7. **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.
8. **DPS Financial and Administrative Guide:** To follow the grant program guidelines as stated in the DPS Financial and Administrative Guide, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS grant programs.
9. **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 RSMo](#) 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.

10. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state laws.
11. **Fair Labor Standards Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
12. **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 therefrom to the Missouri State Auditor.

13. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program when requested by the DPS/OHS. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
14. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The recipient further understands and agrees that neither the MoSMART Board/DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.
15. **Fund Collection:** The DSSSF was created pursuant to [Section 57.278 RSMo](#) and consists of monies collected from charges for service receive 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 Treasurer and the County Treasurer has paid, and will continue to pay, such monies to the State Treasurer.
16. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “SFY 2027 Deputy Sheriff Salary Supplementation Fund (DSSSF) Notice of Funding Opportunity”, DPS Financial and Administrative Guide, DPS/OHS Information Bulletin’s and applicable state laws, orders, or regulations.
17. **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.
18. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. **Section 43.505 RSMo – Uniform Crime Reporting (UCR):**
Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public

safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous 12 months.

b. Section 590.650 RSMo - Vehicle Stops Report:

Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

c. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021:

Pursuant to [Section 590.1265 RSMo](#), each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous 12 months.

d. Section 43.544 RSMo - Written Policy in Forwarding Intoxication-Related Traffic Offenses:

Pursuant to [Section 43.544.1 RSMo](#), each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.

e. Section 590.030 RSMo - Rap Back Program Participation:

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

f. Section 590.700 RSMo - Custodial Interrogations:

Pursuant to [Section 590.700.4 RSMo](#), each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

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

20. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the DPS/OHS, the MoSMART Board, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall

prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

21. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other 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.
22. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that expenditures directly relate to the specific project objectives for which the award was approved.
23. **Relationship:** The recipient agrees that it will represent itself to be an independent recipient offering such services to the general public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
24. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents is signed by the recipient Authorized Official returned to the DPS/OHS for final review and signed by the MoSMART Board.
25. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the MoSMART Board. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state grants or contracts, and/or other remedy by law. The recipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:
 - a. Submitted a claim that violates the False Claims Act; or
 - b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

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

Email: dpsgrants@dps.mo.gov

DPS/OHS Fax: (573) 526-9012

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

26. **Subaward Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the DPS/OHS. No additional funding shall be awarded to a recipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes to budget lines may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a 'Budget Revision' via the 'Subaward Adjustment' component of WebGrants.
27. **Supplemental Salary Eligibility:** 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 positions, as applicable, for the time worked in the respective position on a full-time, paid employment status.
28. **Suspension/Termination of Award:** The MoSMART Board reserves the right to suspend or terminate any award entered into at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the 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 award or is failing to comply with the applicable state requirements governing these funds, the MoSMART Board may suspend or permanently 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 award funds remaining or an amount equal to the portion of the award funds wrongfully used.

29. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DPS/OHS encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. **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.
31. **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.
32. **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.
33. **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.

NOTE: Articles of Agreement in the final Award Agreement may be different than the above listed Certified Assurances.