



MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR



Local Violent Crime Prevention (LVCP) Program SFY 2024 CERTIFIED ASSURANCES

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

General:

1. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "SFY 2024 Local Violent Crime Prevention Notice of Funding Opportunity", The "Missouri Department of Public Safety Office of the Director", DPS Information Bulletin's and applicable state laws, orders, or regulations.
2. **Compliance Training:** As a recipient of state funds, the recipient is required to participate in any applicable 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, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety 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 'Award Adjustment' component of WebGrants.
5. **Award Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a recipient (unless specifically notified by the Missouri Department of Public Safety 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 'Award 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 award shall be made available to monitoring representatives of the Missouri Department of Public Safety, 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 Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.
7. **Criminal Activity:** The recipient assures to formally report to the Missouri Department of Public Safety 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 if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety

reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the Missouri Department of Public Safety. 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 Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:
 - (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

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

Email: dpsinfo@dps.mo.gov

DPS Fax: (573) 751-5399

The Missouri Department of Public Safety 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.

9. **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.
10. **Fair Labor Standards Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the [Section 290.502 RSMo](#).
11. **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.

12. **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 Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety 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.
13. **Computer Networks:** The recipient understands and agrees that funds awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.
14. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety 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.

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 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.
2. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official returned to the Missouri Department of Public Safety for final review and signature by the Director or designee.

3. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the recipient shall submit an Award Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **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 than the date identified in the “SFY 2024 Local Violent Crime Prevention (LVCP) Grant Notice of Funding Opportunity”. (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. The recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.
5. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program when 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 award.
6. **Procurement:** The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the “DPS Financial and Administrative Guidelines” and identified here:
 - (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

7. **Buy American:** The recipient acknowledges [Sections 34.350-34.359 RSMo](#) regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
8. **Buy Missouri:** The recipient also acknowledges Sections [34.070](#) and [34.073](#) RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
9. **Audit:** The recipient agrees to comply with the organizational audit requirements of the State of Missouri. If the recipient expended \$375,000.00 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. If the recipient is required to have an audit, a copy of such audit shall be forwarded to the Missouri Department of Public Safety Immediately upon request.
10. **Suspension/Termination of Award:** The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety 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.

11. **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.
12. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
13. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.
 - b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.

14. In the event DPS 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.
15. Purchases from a single feasible source must have prior approval from the (DPS Grants).
16. To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Unit, Office of Homeland Security (OHS) Radio Interoperability Guidelines located at <https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf>. The Missouri Interoperability Center will review all communications equipment applications to ensure they comply with the Radio Interoperability Guidelines for Homeland Security Grants.

Programmatic:

1. **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 MIBRS reports for three or more months since January 1, 2022.*
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.

7. **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](#).
8. **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.
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10. **Grant Reporting:** Status Reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.
11. **Body Armor:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that LVCP funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA’s Bulletproof Vest Partnership (BVP) Program. Further, the recipient understands that body armor purchased with LVCP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with LVCP funds must be made in the United States
12. **Body Armor Policy:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.
13. **Body-Worn Cameras:** The recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that LVCP funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA’s Body-Worn Camera Policy and Implementation Program (BWC Program).
14. **Body-Worn Camera Policy:** The recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-camerasbwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The recipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the award.

15. **Duplication of Networks:** The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

16. **Death in Custody Report Act (DICRA):** 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, in 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.

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