



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



MISSOURI CRIME LAB UPGRADE PROGRAM (MCLUP)
SFY 2025 CERTIFIED ASSURANCES

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

General:

1. **Vehicle Stops Report**

The recipients assures the agency will comply with [Section 590.650.3 RSMo](#), (1) every law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and (2) each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

2. **Written Policy on Recording of Custodial Interrogations.**

The recipients assures the agency will comply with [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 of this section and shall certify adoption of such policy when applying for any grants administered by the Department of Public Safety.

3. **Written Policy on Forwarding Intoxication-Related Traffic Offenses**

The recipients assures the agency will comply with [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](#) and shall certify adoption of such policy when applying for any grants administered by the Department of Public Safety.

4. **Police Use of Force Transparency Act of 2021**

The recipients assures the agency will comply with [Section 590.1265 RSMo](#) use of force incidents reporting standards and procedures, publication of report data, analysis report, when accepting any grants administered by the Department of Public Safety.

5. **National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):**

The recipients assures the agency will comply with [Section RSMo 43.505](#) Uniform Crime Reporting system – duties of department – violations, penalty: 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. *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.* Each law enforcement agency shall certify compliance with [Section RSMo 43.505](#) when accepting any grants administered by the Department of Public Safety.

6. **Rap Back Program Participation:**

The recipients assures the agency will comply with [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. Each law enforcement agency shall certify compliance with [Section 590.030 RSMo](#) when accepting any grants administered by the Department of Public Safety.

7. **Death in Custody Reporting Act 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, enroute 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 dpscjl@dpss.mo.gov or via fax to (573) 522-1908. Examples of reportable and non-reportable death in custody scenarios can be found at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/DCRA-FAQ_508.pdf Pages 5-7.

8. **Federal Equitable Sharing Funds:** The Recipient assures, where the project agency is a law enforcement agency, that it complies 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.

9. **External Investigations:** The Recipient agrees to submit to and cooperate with an external investigation conducted by the Missouri Crime Laboratory Review Commission or its designee(s) into allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or contractors of the Recipient's forensic laboratory.

Financial:

1. **Fund Availability:** The Recipient 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 Recipient acknowledges no funds will be disbursed under this subaward until all required documents are signed by the Recipient's Authorized Official and Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

3. **Financial Reporting Requirements:** The Recipient agrees to complete and submit any financial reports required for this program as outlined in the “MCLUP Solicitation”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
4. **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.
5. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into because of this subaward 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 subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

6. **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 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. **Governing Directives:** The Recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “MCLUP Notice of Funding Opportunity

(NOFO)”, the “DPS Financial and Administrative Guide”, the “DPS Information Bulletins”, and other applicable state laws 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, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **Subaward Adjustments:** The Recipient understands that any deviation from the approved subaward 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 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.
4. **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 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 subaward.
5. **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.
6. **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.
7. **Relationship:** The Recipient agrees that it will represent itself to be an independent Recipient offering such services to the 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.
8. **Status Reports:** Status Reports are required to be submitted quarterly through the WebGrants system.

Quarter 1: 06/01 – 08/31; due 09/10

Quarter 2: 09/01 – 11/30; due 12/10

Quarter 3: 12/01 – 02/28; due 03/10

Quarter 4: 03/01 – 05/31; due 06/10