

# ADAIR COUNTY COMMISSION MINUTES

## MONDAY, JULY 7, 2014

Continued from page 389

### IN REF. ORDER NO 10 Deputy Sheriffs Salary Supplementation Fund (DSSSF) Award of Contract for the period 7-1-14 to 6-30-15

RECEIVED  
JUL 7 2014  
ADAIR COUNTY CLERK

July 2, 2014

Sheriff Robert Hardwick  
Adair County, Sheriff's Office  
215 N. Franklin  
Kirksville, Missouri 63501

Re: Contract Number: 2015-DSSSF-001

Dear Sheriff Hardwick:

The status of the above referenced application under the 2015 Deputy Sheriff Salary Supplementation Fund (DSSSF) funding opportunity has changed from "Approved" to "Awarded".

Enclosed is the Award of Contract and Certified Assurance pertaining to your award. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact the Missouri Department of Public Safety at the telephone number or email address listed below. The signatures must be original, stamped signatures will not be accepted!

The following documents must be received by the Missouri Department of Public Safety no later than Wednesday, July 16, 2014:

- Signed Award of Contract document
- Signed Certified Assurance document
- Printed copy of your 2015 DSSSF Application

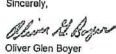
To print a copy of your DSSSF application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the application on both sides of the paper. Also, please do not staple your application - use a paper clip or binder clip to keep the application together.

The above-referenced documents must be forwarded to the following address:

MO Department of Public Safety  
Attn: CJLE Section  
PO Box 149  
1101 Riverside Drive  
Jefferson City, MO 65102

A signed copy of the Award of Contract and a copy of the Certified Assurances document will be made available for your records via the WebGrants system once finalized.

If you have questions or are unable to meet the above referenced deadline, please contact Ashley Virgin at (573) 522-3455 or [Ashley.Virgin@dps.mo.gov](mailto:Ashley.Virgin@dps.mo.gov) or Nancy Capps at (573) 522-4094 or [Nancy.Capps@dps.mo.gov](mailto:Nancy.Capps@dps.mo.gov).

Sincerely,  
  
Oliver Glen Boyer  
MOSMART Board Chair

cc: File

Enclosures

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)  
2015 CERTIFIED ASSURANCES**

Contractor:	Adair County, Sheriff's Office
Contract Number:	2015-DSSSF-001

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

- The Contractor assures that it shall comply with the applicable provisions of the 2014 DSSSF Solicitation and other applicable state statutes or regulations.
- DSSSF:** The Contractor understands 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. Furthermore, the Contractor 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.
- Administering Body:** The Contractor understands the Missouri Sheriff Methamphetamine Relief Taskforce (MOSMART) is the awarding body of the DSSSF program funds and the Missouri Department of Public Safety provides technical assistance in the form of financial and progress reporting, as well as monitoring oversight.
- Availability of Funds:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
- Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from the DSSSF award. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period and expend funds within 10 days following the contract period end date.
- Validity of Costs:** In the event it is determined the Contractor 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 contract funds remaining and/or an amount equal to the portion of the contract funds wrongfully used.
- Pro-Ration of Supplemental Salary:** The Contractor understands that individuals in a grant-funded position must continue in a full-time, paid employment status to be eligible for continued supplemental salary. Individuals that enter an unpaid leave employment status are not eligible for supplemental salary if the unpaid leave status exceeds 10 hours in a 40-hour week. Furthermore, individuals that leave employment with the Contractor are not eligible for continued supplemental salary after their employment ends. The Contractor 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.
- Hourly Rate:** The Contractor 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.

- Wage Garnishments:** The Contractor 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.
- Non-Supplanting:** The Contractor assures that DSSSF monies made available under this contract 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. In the event it is determined the Contractor is supplanting, the MOSMART Board may take action as deemed appropriate to recover any portion of the contract funds remaining and/or an amount equal to the portion of the contract funds wrongfully used.
- Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program, to include, but not limited to: monthly Claim reports to request reimbursement of supplemental salary and fringe benefits and semi-annual Status Reports to provide feedback. Failure to submit reports by the deadline dates as outlined in the *Administrative and Financial Guidelines* section of the DSSSF Solicitation may result in delay of reimbursement and/or cancellation of the contract if the delinquency becomes problematic.
- Change in Personnel:** The Contractor 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" form, and/or "Budget" form within WebGrants. The notification shall be sent through the "Correspondence" component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
- Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the MOSMART Board. No additional funding shall be awarded to a Contractor 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 as a Contract Adjustment via WebGrants.
- Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety and/or MOSMART Board immediately upon request. The Contractor 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 and/or MOSMART Board shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
- Audit:** The Contractor agrees to comply with the guidelines set forth regarding audit requirements. This guidance states that organizations expending \$250,000 or more in state funds (from all sources including pass-through sub-awards) in the organization's fiscal year shall have a single, organization-wide, independently performed audit. The independent audit should be in accordance with "Government Auditing Standards". Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such independent audit must be forwarded to the Missouri Department of Public Safety.
- Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Contractor 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 Contractor 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 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.

- Unlawful Employment Practices:** The Contractor assures compliance with Section 213.065 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
- Discrimination in Public Accommodations:** The Contractor 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.
- Uniform Crime Reporting (UCR):** The Contractor assures that its law enforcement agency is in full compliance with the provisions of Section 43.508 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
- Racial Profiling:** The Contractor assures that its law enforcement agency is in full compliance with the provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
- Federal Seizures:** The Contractor assures that its law enforcement agency is in compliance with the provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
- Custodial Interrogations:** The Contractor assures that its law enforcement agency is in full compliance with the 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.
- DWI Law:** The Contractor assures that its law enforcement agency is in full compliance with the provisions of Section 577.063 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.
- Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety for final review and signature by the MOSMART Board.
- Enforceability:** If a Contractor fails to comply with all applicable state requirements governing these funds, the MOSMART Board and/or Missouri Department of Public Safety may withhold or suspend, in whole or in part, funds awarded under the program, 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.
- Fund Availability:** 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 contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

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ATTEST:   
County Clerk

  
Presiding Commissioner