Bob Dixon Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

John C. Russell 2nd District Commissioner



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP

County Administrator

Megan Applegate Executive Assistant

COUNTY COMMISSION

Greene County, Missouri (417) 868-4112

Greene County Commission Commission Briefing Minutes

Thursday, April 20, 2023 9:45 AM Commission Conference Room 1443 N. Robberson, 10th Floor PLEASE CHECK & RETURN

PC PO

**Meeting Information

Meeting link: https://gcmo.webex.com/join/mapplegate

Access code; 2499 501 7983

More ways to join

Join by phone: +1-415-655-0001

Access code: 2499 501 7983

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Kevin Barnes, Madison McFarland, Shane Schoeller and Miriam Minter

Teleconference Attendees: Cindy Stein, Jeff Bassham, Franz Williams Jeff Scott, Mike Cagle, Rob Rigdon, Royce Denny, Scott Magil, Phil Corcoran, Brent Johnson and Jim Arnott.

Informational Items

Resource Management-Kevin Barnes

- Assessor's Office project update.
- Former jail space update.
- Tefft parking lot update.
- Code compliance case update.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Approval of Sole Source Proposal for LG VRF System (Assessor's Office Renovation), Purchasing/Building Ops.

Commissioner Rusty MacLachlan moved to approve the sole source proposal for LG VRF System as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Approval of State Funding for August/November 2020 Election Costs (Tabled item from December 21, 2022.), Clerk

Commissioner John Russell moved to approve the state funding for Aug. and Nov. 2020 election costs as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Redistricting Commission Districts, Clerk

Commissioner Rusty MacLachlan moved to approve the redistricting of Commission districts as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Economic YOP Tax Credit Application, The Warriors Journey Commissioner John Russell moved to approve the YOP Tax credit application for the presiding commissioner to sign. Rusty MacLachlan Commissioner seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell

Discussion and Possible Vote: Info Systems Infill Project: Additional Services to Paragon Architecture's Contract (Public Safety Center), Resource Management

Commissioner Rusty MacLachlan moved to approve the additional services to Paragon contract as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: \$FY 2023 ARPA POG Award Notification, Sheriff's Office Commissioner John Russell moved to approve the \$FY 2023 ARPA POG award notification as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell

Discussion and Possible Vote: Wreaths for Warriors Poster No action necessary.

Other:

With no other business the meeting was adjourned.

Bob Dixon

Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

John C. Russell 2nd District Commissioner



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP

County Administrator

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Informational Items
Resource Management

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Discussion and Possible Vote: Approval of Sole Source Proposal for LG VRF System (Assessor's Office Renovation), Purchasing/Building Ops.

Discussion and Possible Vote: Approval of State Funding for August/November 2020 Election Costs (Tabled item from December 21, 2022.), Clerk

Discussion and Possible Vote: Redistricting Commission Districts, Clerk

Discussion and Possible Vote: Economic YOP Tax Credit Application, The Warriors Journey

Discussion and Possible Vote: Info Systems Infill Project: Additional Services to Paragon Architecture's Contract (Public Safety Center), Resource Management

Discussion and Possible Vote: SFY 2023 ARPA POG Award Notification, Sheriff's Office

Discussion and Possible Vote: Wreaths for Warriors Poster

Other:

Revised on 4/18/2023 @ 12:05 PM

State Amount per Election

	Election Cost	State S	hould have Paid	
August	293,736.45	39.469		37.19%
November	391,440.80	50.009		
Total	685,177.25	- 30.007		
Total	063,177.23		311,628.80)
State Proration	Pay			
August	37.19%	31,078.54		
November	62.81%	•		
		83,566.92	-	
AUGUST		Should have	!	
	293,736.45	Paid	Actually Paid	Difference
State	39.46%	115,908.40	31,078.54	(84,829.86)
City of Spfd	21.08%	61,919.64	115,174.80	53,255.16
Greene Cty	39.46%	115,908.40	178,561.65	
	100.00%	293,736.45	324,814.99	
Portion on Shou	ld have been ba	asis		
State	39.46%	31,078.54		
City of Spfd	21.08%	16,602.52		
Greene Cty	39.46%	31,078.54		
	100.00%	78,759.60	-	
Remainder Porti	on			
City of Spfd	34.82%	74,854.94		
Greene Cty	65.18%	140,121.91	_	
	100.00%	214,976.85		
Takal		Should have		
Total		paid	Actually Paid	Due back
State		31,078.54	31,078.54	(0.00)
City of Spfd		91,457.46	115,174.80	23,717.34
Greene Cty	:-	171,200.45	178,561.65	7,361.20
		293,736.45	324,814.99	31,078.54
NOVEMBER		Should have		
	391,440.80	Paid	Actually Daid	Diff
State			Actually Paid	Difference
Greene Cty	50.00%	195,720.40	52,488.38	(143,232.02)
Greene Cty	50.00%	195,720.40	391,440.80	195,720.40
	100.00%	391,440.80	443,929.18	52,488.38
		D	ifference to County	52,488.38
Total Dua Dad		D	ifference to County	52,488.38
Total Due Back	22.747.04	D	ifference to County	52,488.38
Total Due Back City of Spfd Greene Cty	23,717.34 59,849.58	D	ifference to County	52,488.38

59,849.58 83,566.92

Options for Final Reimbursement Amounts:

- 1. Deposit the Greene County amount into the 251 Election Services Fund with an Eden Project. This project could be used for the upcoming and current projects:
 - a. DS200 battery replacement (2023/2024) for approximately 20,000
 - b. Annual Election Equipment Maintenance fees for approximately 55,000
 - c. The payment of the new Electronic Precinct Roster (PollPad replacement as Apple no longer supported the 2022 fleet) for approximately 175,000.
- 2. Deposit this amount back to General Revenue. If this option is selected, the account of 101-11-282-52201 (Judges and Clerks) could be reimbursed.

ORDER of the GREENE COUNTY COMMISSION

Date Issued:

Subject: Boundary Lines of Associate County Commissioner Districts

Text: Pursuant to state law (RSMo. 49.010) the Greene County Commission hereby redraws the boundaries of County Commission District I and County Commission District II for reapportionment purposes based off of the US Census Bureau 2020 Census Data by taking from District I voting precinct 16-A, and adding them to District II. The resulting County Commission Districts are made up of the following voting precincts:

District I: 5-A, 5-B, 6-A, 6-B, 7-A, 7-B, 7-C, 16-B, 16-C, 26-A, 26-B, 26-C, 27-A, 27-B, 27-C, 34-A, 34-B, 34-C, 35-A, 35-B, 36-A, 42-A, 42-B, 42-C, Battlefield-A, Battlefield-B, 1st Boone, 2nd Boone, Brookline, 2nd Campbell-A, 2nd Campbell-B, 2nd Campbell-CN, 3rd North Campbell-A, 3rd North Campbell-B, Cass, 1st Center, 3rd Center, Murray, Pond Creek, East Republic, North Republic, West Republic, 1st Robberson-A, 1st Robberson-B, 2nd Robberson, Walnut Grove, Wilson-A, Wilson-CW;

District II: 1-A, 1-B, 1-C, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 9-A, 9-B, 11, 12-A, 12-B, 16-A, 20-A, 20-B, 22-A, 22-B, 22-C, 29-A, 29-B, 29-C, 30-A, 30-B, 31-A, 31-B, 31-C, 32-A, 32-B, 32-C, 33-A, 33-B, 37-A, 37-B, 37-C, 38-A, 38-B, 39-A, 39-B, 39-C, 40-A, 40-B, 41-A, 41-B, 44-A, 44-B, 44-C, 45-A, 45-B, 1st Campbell, 1st North Campbell, 2nd North Campbell, Cherokee, East Clay-A, Clay-B, Clay-C, 1st Franklin, 2nd Franklin, 1st Jackson, 2nd Jackson, Taylor, Washington, Wilson C.

Done this ______day of April, 2023.

Bob Dixon, Presiding Commissioner

Rusty MacLachian, Assoc. Commissioner, Dist I

John & Russell, Assoc. Commissioner, Dist II



Amendment to the Professional Services Agreement

PROJECT: (name and address)
Greene County - PSC IS Infill #22-770
330 W. Scott Stree
Springfield, MO. 65802

OWNER: (name and address)
Greene County
1443 N. Robberson Avenue
Springfield, MO. 65802

AGREEMENT INFORMATION:

Date: December 12, 2022

AMENDMENT INFORMATION: Amendment Number: 001 Date: April 12, 2023

ARCHITECT: (name and address)
Paragon Architecture, LLC.
637 W. College Street
Springfield, MO. 65806

The Owner and Architect amend the Agreement as follows: Re-design of floorplan and mechanical systems; and resubmittal of the 40% CD set.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment: \$3,800.00 increase

Schedule Adjustment: Resubmittal of 40% CD's: 4/20/23 Submittal 95% CD's: 5/11/2023 Sign and Seal: 5/23/23 Bid Opening: 6/22/23

GN			

Paragon Architecture, LLC.

ARCHITECT (Fin mine)

SIGNATURE

Brad Erwin, President

PRINTED NAME AND TITLE

04/13/2023

DATE

Greene County

OWNER (Firm name)

SIGNATURE

Bob Dixon, Presiding Commissioner

PRINTED NAME AND TITLE

DATE

Supporting Document for AIA Document **G802-2017 Amendment to the Professional Services Agreement** dated **April 12, 2023** for **\$3,800.00 increase** to the AIA B104-2017 Standard Abbreviated Form of Agreement Between Owner and Architect for project:

Greene County – PSC IS Infill #22-770 330 W. Scott Street Springfield, MO. 65802

OWNER (Signature)
Rusty MacLachlan, Commissioner District 1
(Printed name and title)
OWNER (Signature)
John C. Russell, Commissioner District 2
(Printed name and title)
OWNER (Signature)
o men (orginature)
Chris Coulter, Greene County Administrator
(Printed name and title)
OWNER (Signature)
Laura Merriman, Purchasing Director
(Printed name and title)
APPROVAL AS TO FORM
OWNER (Signature)
Austin Fax, Greene County Counselor
(Printed name and title)

ATTEST BY:		
OWNER (Signature)		
Shane Schoeller, Greene County Clerk (Printed name and title)		
Auditor Certification:		
I certify the expenditure contemplated by this AIA Doct Professional Services Agreement dated April 12, 2023 the appropriation to which it is to be charged and that revenue appropriated for payment of same.	for \$3,800.00 increas	e is within the purpose of
OWNER (Signature)	=	
Cindy S. Stein, Greene County Auditor (Printed name and title)		
DATE		

MICHAEL L. PARSON Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR

March 13, 2023

Mr. Bob Dixon, Presiding Commissioner Greene County Sheriff's Office 1010 N. Booneville Springfield, MO 65802

RE: SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)
Peace Officer Grant (POG)
Award #SLFRP4542-POG048

Dear Mr. Dixon:

Thank you for your recent application submission to the SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Peace Officer Grant (POG). Your application has been selected for funding in the amount of \$19,946.20. As a condition of the award, you are required to contribute a cost match in the amount of \$19,946.20 of non-Federal funds, or fifty (50) percent of the total approved project costs of \$39,892.40. Please note, total projects costs may exceed the amount listed in this letter as the maximum amount of cost match required to receive the maximum award is \$20,000.00.

Enclosed is the SFY 2023 ARPA SLFRF POG Subaward Agreement for Greene County Sheriff's Office. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than April 13, 2023.

The project period of performance for this award begins December 1, 2022 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Greene County Sheriff's Office received a total score of nine (9), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2023 ARPA SLFRF POG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Maggie Glick at (573) 526-3510 or Maggie.Glick@dps.mo.gov.

Sincerely,

Joni McCarter, Program Manager Missouri Department of Public Safety

Office of Homeland Security

Attachment(s): Subaward Agreement Articles of Agreement/Special Conditions



Missouri Department of Public Safety

SUBAWARD AGREEMENT

	Division (Homeland Security of Grants 49, Jefferson City, MO 65101		DATE 03/13/2023		
Constant Constant	Telephone	: 573-526-6125 Fax: 573-526-9012		FEDERAL IDENT NUMBER SLFRP4542		OHS CONTROL NUMBER POG048
SUBRECIPIENT NAM				UEI NUMBER		F0G046
Greene County	Sheriff's (Office		DS69LE21H	141.5	
ADDRESS						
1010 N. Boonvi	lle					
CITY			STATE		ZIP CODE	
Springfield TOTAL AMOUNT OF	THE FEBRUAR	LAW/ADD	MO		65802	
\$39,892.40	INE FEDERA	LAWARD		F FEDERAL FUND	S OBLIGATED BY	THIS ACTION
	EDERAL ELL	NDS OBLIGATED TO THE SUBRECIPIENT	\$19,946			
\$19,946.20	EDERAL FUI	NDS OBLIGATED TO THE SUBRECIPIENT	\$19,946	PROVED COST SH	ARING OR MATC	HING
PROJECT PERIOD FR	MOM	PROJECT PERIOD TO	FEDERAL /	AWARD DATE		
12/1/2022		06/30/2026	05/10/20	021		
PROJECT TITLE	00.0		FUNDED B	Υ		
		ene County Sheriff's Office	America	n Rescue Pla	n Act	
FEDERAL AWARDING	3	PASS THROUGH ENITITY	IS THIS AV	VARD R&D	NDIRECT COST I	RATE
Department of		MO Office of Administration/MO			YES NO	
Treasury		Department of Public Safety	YES 🗆 I	NO ⊠		
CATALOG OF FEDERA	AL DOMESTIC	ASSISTANCE (CFDA) NUMBER	METHOD O	F PAYMENT (Reim	bursement - Adva	inced)
21.027			Reimbur			
	15.00	CONTACT INFO	RMATION	100	* * * * * * * * * * * * * * * * * * *	
	OHS GR	ANT SPECIALIST		SUBRECI	PIENT PROJE	CT DIRECTOR
IAME			NAME			
Maggie Glick			Jim Arno	tt, Sheriff		
-MAIL ADDRESS			ADDRESS (If different from abo	ve)	
Maggie.Glick@d	ps.mo.go	V		Division St.		
573) 526-3510				E AND ZIP CODE		
ROGRAM MANAGER			TELEPHON	ld, MO 65802		
oni McCarter			417-868-		-MAIL ADDRESS	
UMMARY DESCRIPT	ON OF PROJ	ECT	717-000-	4040 Ja	arriott@green	ecountymo.gov
The American Grant (POG) p service activitie	rovides gi	lan Act (ARPA) State and Local Fis ant funding for emergency medical	cal Recove service pro	ry Funds (SLF viders for eme	FRF) Peace (ergency medi	Officers ical
		Y APPROVAL	SUBREC	CIPIENT AUTI	HORIZED OF	FICIAL
YPED NAME AND TIT	LE OF DPS O	FICIAL		E & TITLE OF SUBI		

Sandra K. Karsten, Director Bob Dixon, Presiding Commissioner SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL SIGNATURE OF APPROVING DPS OFFICIAL DATE DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

	ARTICLES OF AGREEMENT	
SUE	BAWARD AGREEMENT	
AWARD NUMBER SLFRP4542-POG048	DATE 03/13/2023	
GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Greene County Sheriff's Office	

Article I – Missouri Department of Public Safety, Specific By accepting this award, the subrecipient agrees:

- 1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
- 2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- 3. Expenditures for supplies and operating expenses 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.
- 4. For Contractual Services the following general requirements must 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, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, 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.
- 5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

SUB	AWARD AGREEMENT	
AWARD NUMBER SLFRP4542-POG048	DATE 03/13/2023	
GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Greene County Sheriff's Office	

ARTICLES OF AGREEMENT

documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

- 6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
- 7. Prior written approval from OHS is required prior to making any change to the DPS approved budget for this award.
- 8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
- 9. All items that meet the OHS definition of equipment that are purchased with ARPA SLFRF POG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."

10. Procurement:

The subrecipient 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.

- 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.

AUTHORIZED OFFICIAL INITIALS

ARPA pg. 3

	BAWARD AGREEMENT	
AWARD NUMBER SLFRP4542-POG048	DATE 03/13/2023	
GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Greene County Sheriff's Office	

11. Buy American:

The subrecipient 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.

12. Buy Missouri:

The subrecipient 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.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient 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.

15. Discrimination in Public Accommodations:

The subrecipient 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.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient 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 subrecipient 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.

- 17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. <u>National Incident-Based Reporting System (NIBRS)</u>, formerly Uniform Crime Reporting (UCR):

The subrecipient 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

SUB	AWARD AGREEMENT	
AWARD NUMBER SLFRP4542-POG048	DATE 03/13/2023	
GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Greene County Sheriff's Office	

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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.

b. Vehicle Stops:

The subrecipient 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.

c. Police Use of Force Transparency Act of 2021:

The subrecipient 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.

d. Federal Equitable Sharing Funds:

The subrecipient 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.

e. DWI Law - Law Enforcement:

The subrecipient 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.

f. Data Reporting Requirements:

The subrecipient 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.

g. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA 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 must be made in the United States.

SUR	AWARD AGREEMENT
AWARD NUMBER SLFRP4542-POG048	DATE 03/13/2023
GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Greene County Sheriff's Office

ARTICLES OF AGREEMENT

h. Body Armor Policy:

The subrecipient 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. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

Body-Worn Camera Policy:

The subrecipient 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 subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will 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.

k. Custodial Interrogations:

The subrecipient 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.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

	ARTICLES OF AGREEMENT	
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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

- 20. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

	ARTICLES OF AGREEMENT	
SUI	BAWARD AGREEMENT	
AWARD NUMBER SLFRP4542-POG048	DATE 03/13/2023	
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21. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF POG Compliance Workshop. No claims will be reimbursed by DPS until a member of the subrecipient agency has completed the Compliance Workshop.

APPENDIX I – MEMORANDUM OF AGREEMENT TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. <u>Use of Funds</u>: **Greene County Sheriff's Office** ("Grantee") understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

<u>Period of Performance</u>: The period of performance for this award begins on 12/1/2022 and ends on 06/30/2026. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than 12/31/2024.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee's participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee's participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State's right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that "the pass-through entity and auditors [shall] have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

<u>Pre-award Costs</u>: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

<u>Compliance with Applicable Law and Regulations</u>: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

<u>False Statements</u>: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

<u>Publications</u>: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

<u>Debts Owed State and Federal Government</u>: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by

the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

<u>Disclaimer</u>: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

<u>Protections for Whistleblowers:</u> For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.4

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Signature of Grantee's Authorized Representative

Date

Printed Name of Authorized Representative

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

**********THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS**********

III. This grant to **Greene County Sheriff's Office** ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient and the State is a pass-through entity for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): Greene County Sheriff's Office
- Subrecipient's unique entity identifier: DS69LE21H4L5
- Federal Award Identification Number (FAIN): SLFRP4542
- Federal Award Date of award to the recipient by the Federal agency: 5/10/2021
- Subaward Period of Performance Start and End Date: 12/1/2022 6/30/2026
- Subaward Budget Period Start and End Date: 12/1/2022 8/15/2026
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$19,946.20.
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$19,946.20.
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$19,946.20**.
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

^{7 &}quot;Federal financial assistance" is defined at 2 C.F.R. § 200.1

^{8 &}quot;Subrecipient" is defined at 2 C.F.R. § 200.1.

⁹ "Pass-through entity" is defined at 2 C.F.R. § 200.1.

government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: <u>U.S. Department of Treasury</u>.
- Name of pass-through entity: <u>State of Missouri</u>.
- Contact information for awarding official of pass-through entity:
 - o Name: Maggie Glick
 - o Phone Number: (573) 526-3510
 - Email Address: <u>maggie.glick@dps.mo.gov</u>
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: N/A.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: N/A
- IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

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more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal

authorization, to do so on behalf of Grantee. 10

Signature of Grantee's Authorized Representative

4/20/2023 Date

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, <u>Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.¹¹</u>

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, inter alia, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." Id. at (a). 2 C.F.R. § 200.303 requires, inter alia, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." Id. at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310-.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. Id. This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420-.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 et seq. With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21, Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. Id. See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

NAP ATTACHMENT B: LOCAL GOVERNMENT CERTIFICATION

By law, NAP projects are required to obtain local government endorsement. DED's Local Government Certification form must be used for this purpose. **Applications submitted without a local government certification cannot be approved.**

NAP applicants will complete and submit the Local Government Certification form to the county/city in which the project will take place. If the proposed project involves the provision of services in more than one county or municipality, the certification should come from the municipality where the primary service site is located. If the project does not take place in an incorporated area, certification should be obtained from the presiding body of the county. If the project will take place in any of the following locations, certification must be obtained from the designated contact.

Cape Girardeau

Molly Mehner, Deputy City Manager 401 Independence Cape Girardeau, MO 63703 (573) 339-6320, mmehner@cityofcape.org

Columbia

De'Carlon Seewood, City Manager 701 E. Broadway, Box 6015 Columbia, MO 65205 (573) 874-2489, cmo@CoMo.gov

Independence

Zachary Walker, City Manager 111 E. Maple Ave. Independence, MO 64050 (816) 325-7170,citymanager@indepmo.org

St. Louis County

Amy Ellis, Dept. of Human Services 500 Northwest Plaza, Suite 801 St. Ann, MO 63074 (314) 615-4592, AEllis@stlouiscountymo.gov

St. Charles County

Bob Schnur, Assistant Director Administration

100 North 3rd Street, Suite 318 St. Charles, MO 63301 (636) 949-7520, BSchnur@sccmo.org

Greene County

Bob Dixon, Presiding Commissioner 1433 N. Robberson, 10th Floor Springfield, MO 65802 (417) 868-4112, BDixon@greenecountymo.gov

Springfield

Brendan Griesemer, Assistant Director, Planning & Dev. 840 Boonville Ave, 2nd Floor Springfield, MO 65802 (417) 864-1031, bgriesemer@springfieldmo.gov

St. Joseph

Mary Kay Griffin, Community Dev. Mgr. 1100 Frederick Ave, Rm 101B St. Joseph, MO 64501 (816) 271-4643, mkgriffin@stjosephmo.gov

St. Louis City

Scott Ogilvie, Director, Planning & Urban Design 1520 Market Street, Suite 2000 St. Louis, MO 63103 (314) 657-3871, ogilvies@stlouis-mo.gov

Kansas City*

Sarah Cecil, Senior Administrative Assistant Housing and Community Development Department 4400 MLK Boulevard, 2nd Floor Kansas City, MO 64130 (816) 513-3036, Sarah.Cecil@kcmo.org

*A description of the project is required with submission of the form to Sarah Cecil

NAP ATTACHMENT B - LOCAL GOVERNMENT CERTIFICATION

Instructions

Law 32.110 RSMo requires a local government certification for all projects submitted to the Department of Economic Development, Neighborhood Assistance Program (NAP). All applicants, as part of their proposal, must submit this completed form. Applications submitted without a completed Local Government Certification form will be denied.

NAP applicants must complete Sections I, II, III, and IV of this form before forwarding to the appropriate government authority. Local governments must complete section V, and may, at their discretion, require supporting documentation and/or a copy of the actual NAP proposal as a condition for their endorsement. Such requests should be directed to the applicant, NOT the Department of Economic Development.

This form does not signify approval of a proposed NAP project by the local unit of government. This form serves only to certify that the proposed NAP project is not in conflict with the existing plans and ordinances approved, enacted, or enforced by the local unit of government.

Section I. Applicant Information

LEGAL NAME OF APPLICANT The Warrior's Journey

OFFICIAL AGENCY ADDRESS 3003 E Chestnut EXPY, Suite 2001, Springfield, MO 65802

NAP CONTACT PERSON/TITLE Ernie Bywater, Project Director

DAYTIME TELEPHONE NUMBER 417-567-4800 EMAIL ADDRESS EBywater@twj.org

Section II. Description of the Proposed Project

Briefly summarize the project you intend to submit for participation in NAP. Describe the goals and NAP program outcomes you plan to achieve as well as the function and operation of the project.

The Warrior's Journey (TWJ) is a 501c3 non-profit organization that works with the military and veteran community to heal the invisible wounds created by their sacrifice. The work that TWJ does includes offering transition assistance services, resume assistance, suicide intervention, military-friendly training (church and businesses), and care for the caregiver training. To make that work more effective, TWJ is currently renovating a building that was purchased in December 2022 to make the work more successful. The proposed project is to cover the cost of the purchase and renovation of the building.

The goals and NAP program outcomes serviced by the TWJ project support a well-trained, well-educated workforce, investing in the growth and development of our economic force in our community.

Section III. Service Area and Populations Served	
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Briefly define and describe the geographic service area of this project and the targeted populations the project will serve. Attach a map showing the boundaries of the service area and project location.

TWJ will be using the grant for the capital campaign to purchase and renovate a building. The project will service the Springfield, MO area, expanding outward until we encompass of of Missouri. The target populations will be focusing primarily on areas with a high veteran and veteran transition population.

Section IV. Statement of Intent & Notarization

Statement of Intent to submit the application to the Missouri Department of Economic Development, NAP: I have examined this request in its entirety and believe it to be an accurate description of the project to be submitted by this organization for the purpose of securing support through the Neighborhood Assistance Program administered by the Missouri DED. In the event that the proposed project is significantly altered and information contained herein is no longer accurate, I understand that a new Local Government Certification will be required.

that a new Local Government Certif	ication will be required.	and the second control of the contro
MUST BE SIGNED IN PRESENCE OF NOTARY	Signature of Executive Director	Date
STATE OF)	,
COUNTY OF) ss.	
On this day of in t	he year 20 before me,	, a Notary Public in and for said state,
personally appeared	[name of Corporate Officer/ Membe	er],[Official Title],
	e of Corporation/ Agency], known to me to be the that he or she executed the same for the purpos	person who executed the within Agreement in behalf ses therein stated.
Notary Public	_	
	My commission expires	
Section V. Local Government (
On behalf of the following unit of go	vernment: Greene Coun	ty Commission
1, Bob Dixon	(Community) have determined, based upon the information	mation presented herein, that the project:
does not Odoes appear to con-	flict with the existing plans and ordinances	approved, enacted, or enforced by this body.
NAME DIXOR	TITLE	g Commissioner
Greene Count	y Comso H7-868	4/12 baixon@greenegou
SIGNATURE	DAT	
10000		Local Government Certification (page 2 of 2)