

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> District Commissioner

John C. Russell  
2<sup>nd</sup> 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**

**Tuesday, November 9, 2021**  
8:45 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

**PLEASE CHECK & RETURN**

☒ PC  
☒ CC1  
☒ CC2

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.zoom.us/j/9201234567>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

WARNING Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

**Attendees:** Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Jenny Hayward, Laura Merriman and Robbin Sawyer.

**Teleconference Attendees:** Jeff Scott, Allen Icet, Royce Denny, Jim Arnott, Fred Lizama, Jeff Bassham, Mailyn Jeffries, Tina Phillips, Mike Cagle, Cindy Stein, Dan Patterson and Justin Hill.

**Informational Items**

**Budget-Jeff Scott**

- Updating preliminary 2022 budget.
- ERA1 and ERA2 fund updates.

**Human Resources-Mailyn Jeffries**

- OSHA national vaccine mandate update, will not impact Greene County employees.
- Voluntary life insurance update.
- HR processed 29 new hires in October and processed 37 terminations.

**Chris Coulter**

- Reminder of offices closed on Thursday.

**Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802**  
**Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802**  
**[www.greenecountymo.gov](http://www.greenecountymo.gov)**

**Public Information Office-Jenny Hayward**

- Update on United Way campaign
- Press Conference at 11 with Collector, Assessor and County Clerk.
- Historic Sites project update.

**Items for Consideration and Action by the Commission**

**Discussion and Possible Vote: Christian County IGA, Purchasing**

Commissioner John Russell moved to approve the IGA as presented with Christian County. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**Discussion and Possible Vote: Cybersecurity Grant acceptance, OEM**

Commissioner Rusty MacLachlan moved to approve the Presiding Commissioner to accept the cybersecurity grant as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**Discussion and Possible Vote: City of Ashgrove IGA Mutual Aid and Police Services, Sheriff's Office**

Commissioner Rusty MacLachlan moved to approve the City of Ashgrove IGA Mutual Aid and police services as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**Other:**

With no other business the meeting was adjourned.

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> District Commissioner

John C. Russell  
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## COUNTY COMMISSION

### Greene County, Missouri

(417) 868-4112

#### Greene County Commission Commission Briefing Agenda

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8:45 AM  
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#### Informational Items

Budget  
Human Resources  
Chris Coulter  
Public Information Office

#### Items for Consideration and Action by the Commission

Discussion and Possible Vote: Christian County IGA, Purchasing

Discussion and Possible Vote: Cybersecurity Grant acceptance, OEM

Discussion and Possible Vote: City of Ashgrove Agreement, Sheriff's Office

#### Other:

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[www.greenecountymo.gov](http://www.greenecountymo.gov)



**Missouri Department of Public Safety**  
**Office of Homeland Security**  
**Division of Grants**  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-6125 Fax: 573-526-9012

## SUBAWARD AGREEMENT

DATE 10/22/2021	
FEDERAL IDENTIFICATION NUMBER EMW-2021-SS-00038	OHS CONTROL NUMBER 36
DUNS NUMBER 095831228	

SUBRECIPIENT NAME Greene County Emergency Management Agency	
ADDRESS 330 W. Scott St.	
CITY Springfield	STATE MO
ZIP CODE 65802	
TOTAL AMOUNT OF THE FEDERAL AWARD \$14,483.34	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$14,483.34
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$14,483.34	TOTAL APPROVED COST SHARING OR MATCHING \$0
PROJECT PERIOD FROM 09/01/2021	PROJECT PERIOD TO 08/31/2023
FEDERAL AWARD DATE 09/01/2021	
PROJECT TITLE FY 2021 SHSP ECSLP – Greene County EMA	
FUNDED BY FY 2021 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security
IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement

### CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelsey Call	NAME Larry Woods	
E-MAIL ADDRESS Chelsey.Call@dps.mo.gov	ADDRESS (If different from above) 330 W. Scott St.	
TELEPHONE (573) 526-9203	CITY, STATE AND ZIP CODE Springfield, MO 65802	
PROGRAM MANAGER Joni McCarter	TELEPHONE (417) 869-6040	E-MAIL ADDRESS <a href="mailto:lwoods@greenecountymmo.gov">lwoods@greenecountymmo.gov</a>

**SUMMARY DESCRIPTION OF PROJECT**  
The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. SHSP Enhancing Cybersecurity Local Preparedness (ECSLP) assists state and local efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to, acts of terrorism in cybersecurity through projects that strengthen local cybersecurity preparedness by focusing on cybersecurity measures to help manage local risk and enhance Missouri's cybersecurity posture.

### AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE

### SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Bob Dixon, Presiding Commissioner	
SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>Bob Dixon</i>	DATE 11/9/21

**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.**



GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT Greene County Emergency Management Agency
AWARD NUMBER EMW-2021-SS-00038-36	DATE 10/22/2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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#### **Article I – Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

#### **Article II – Procurement of Recovered Materials**

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article III – Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Article IV - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article V - USA Patriot Act of 2001**

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

#### **Article VI – Universal Identifier and System of Award Management**

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article VII – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions



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**Article VIII – Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article IX – Trafficking Victims Protection Act of 2000 (TVPA)**

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article X – Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

**Article XI – SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XII – Reporting Subawards and Executive Compensation**

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

**Article XIII – Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

**Article XIV - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.



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**Article XV – Civil Rights Act of 1964 - Title VI**

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article XVII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article XVIII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XIX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XX – Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.





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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article XXII – Patents and Intellectual Property Rights**

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### **Article XXIII – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXIV - Non-Supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

#### **Article XXVI – National Environmental Policy Act**

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt 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 any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT Greene County Emergency Management Agency
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**Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

**Article XXIX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

**Article XXX - Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXXI – Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXXII - Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXXIV - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.



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**Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXXVII - Drug-Free Workplace Regulations**

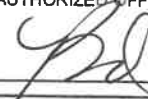
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

**Article XXXVIII - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XXXIX – Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the subrecipient or its sub-subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.



GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT Greene County Emergency Management Agency
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**Article XL – DHS/OHS Specific Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to [civilrightsevaluation@hq.dhs.gov](mailto:civilrightsevaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article XLI – Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article XLII – Office of Homeland Security, Specific**

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. 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 OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. 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.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.





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- 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 OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant 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 documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, 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.
  8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
  9. To follow the grant program guidelines as stated in the *OHS Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
  10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
  11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
  12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
  13. To submit Grant Status Reports to OHS 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 OHS within 45 days after the end of the project period.
  14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
  15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 31, 2021.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

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**Article XLIII - Special Conditions**

1. Funding for this program is on hold by DHS/FEMA. The subrecipient agency will be contacted by the OHS when this funding hold has been released and project activities can begin.
2. The subrecipient agency must attend and complete the FY 2021 State Homeland Security Program (SHSP) Enhancing Cybersecurity Local Preparedness (ECSLP) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS



**INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND POLICE  
SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is made by and between **Greene County, Sheriff James Arnott,** and the **City of Ash Grove.** Such entities will be referred to herein as "Parties," collectively, and "Party" individually.

**WHEREAS,** it is recognized that in the current situation now existing regarding the Ash Grove police department that additional law enforcement officers are needed to protect the health, safety and welfare of citizens of Ash Grove and Greene County and that the assistance of the Greene County Sheriff's Office and Sheriff Arnott is desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

**WHEREAS,** Missouri Statute Section 70.220, RSMo, authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service.

**WHEREAS,** The Board of Alderman of the City of Ash Grove, Missouri, may authorize by Ordinance to enter into an agreement with any other political subdivision for the provision of Police services by one political subdivision to another on request as provided in Section 70.815 RSMo.

**WHEREAS,** Missouri Statute Section 70.815, RSMo, authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into a contract or agreement with any other political subdivision, for the provision of police services by one political to another on request. The scope of the agreement may be general or specific, and does not provide for compensation for such services. Officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision and shall have the same Immunity as if acting within their own jurisdiction.

**WHEREAS,** Missouri Statute Section 70.820, RSMo, authorizes law enforcement officers and full-time peace officers to respond to emergency situations outside the boundaries of the political subdivision from which such peace officer's authority is derived. Section 70.820 further requires that an ordinance, order or other ruling by the governing body of the political subdivision from which the officer derives such officers' authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring be created authorizing such activity in emergency

situations. This mutual aid agreement contemplates that such an ordinance, order or other ruling exists for both parties to this agreement by execution of this mutual aid agreement.

**WHEREAS,** the Greene County Sheriff and City of Ash Grove desire to enter into a cooperative agreement for the purpose of providing assistance by the Greene County Sheriff's Office to the City of Ash Grove for law enforcement activities and response within the City of Ash Grove, as well as mutual aid outside the jurisdictional boundaries of the City of Ash Grove within Greene County, Missouri and within the jurisdiction of Greene County, Missouri.

**WHEREAS,** the City of Ash Grove desires that the Greene County Sheriff act as supervisor over the City of Ash Groves officers during an interim period to allow the City of Ash Grove to hire a full time police chief, and the Greene County Sheriff is willing to volunteer his time to assist the City of Ash Grove police department in such supervisory role, and to assist the City of Ash Grove in the organization of its police department.

**WHEREAS,** City of Ash Grove authorizes, approves and requests that the Greene County Sheriff permit properly certified law enforcement officers in his department or agency to assist with law enforcement activities within the city limits of the City of Ash Grove, the City of Ash Grove authorizes its police officers to provide, upon request from the Greene County Sheriff's Office, mutual aid of police services to Greene County within Greene County, consistent with the direction of the Greene County Sheriff.

**WHEREAS,** the Greene County Commission and the Greene County Sheriff authorize the Greene County Sheriff, or his designee, to permit properly certified law enforcement officers in the Greene County Sheriff's Office to assist the City of Ash Grove in law enforcement activities within the city limits of the City of Ash Grove, consistent with the direction of the Greene County Sheriff.

**WHEREAS,** the Greene County Sheriff, the Greene County Commission and the City of Ash Grove have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Statute Section 70.220, RSMo, 70.815, RSMo and 70.820, RSMo..

#### **DEFINITION OF TERMS:**

These terms shall have the following meanings when used in this agreement:



1. **"Law enforcement activities"** means any situation in which police personnel have a reasonable belief that a crime is about to be committed, is being committed, or has been committed which involves physical injury or threat thereof to any person, property, or governmental interest, and the officer's response is reasonably necessary to prevent or end such situation or to mitigate the likelihood of physical injury involved in such situation. An "law enforcement activities" also means any situation in which police personnel are involved in a fresh or hot pursuit as authorized and defined in RSMo. Section 544.157.1. The determination of the existence of any law enforcement activity shall be in the discretion of the officer making the response or in the discretion of the Greene County Sheriff or an authorized designee.

2. **"Mutual aid"** shall mean a response to a request in a "mutual response situation" or "emergency situation";

3. **"Mutual response situation"** shall mean an actual or potential condition within the jurisdiction of one of the parties that poses a potential threat to life or property or a response to an event or incident which does not rise to the level of an emergency situation but which requires a response that exceeds the resources and capability of the jurisdiction(s) to successfully bring the situation under control;

4. **"Disaster"** means a fire, earthquake, flood, tornado, hazardous material incident or other natural or man-made emergency.

5. **"Governing body"** means the board, body, council, or persons in which the powers of a political subdivision as a body corporate, or otherwise, are vested.

6. **"Peace Officer"** means any police officer, sheriff, deputy sheriff, marshal or public safety officer.

7. **"Law Enforcement Personnel"** means any public servant having both the power and duty to make arrests for violations of the laws of this state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States.

8. **"Political subdivision"** means any agency or unit of this state empowered by law to maintain a law enforcement agency.

9. **"Chief law enforcement officer"** means the sheriff of a county or the chief of police of a municipality or other political subdivision, or the head of a federal agency's local field office.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. The parties agree that the Greene County Sheriff shall assist the City of Ash Grove police department in a supervisory role and in the organization of the City of Ash Grove police department for a period of 90 days from the date this agreement is fully executed, or upon the appointment by the City of Ash Grove of a new police chief, whichever occurs first.

2. The parties agree that the Greene County Sheriff's Office shall provide law enforcement activities for the City of Ash Grove for a period of 90 days from the date this agreement is fully executed.

3. During the term of this agreement, the Sheriff of Greene County shall act as the chief law enforcement officer, or his designee, and shall direct both Greene County deputies and City of Ash Grove police officers regarding assignments, normal law enforcement responses, and emergency mutual aid situations.

4. The parties undersigned do hereby authorize and direct the Greene County Sheriff, or the officer commanding in his absence, or at his direction, to render and request mutual aid or police services to and from the jurisdiction to the extent of available personnel and equipment not required for adequate protection of the jurisdiction rendering aid. The judgment of the Greene County Sheriff, or designee, as to the amount of personnel and equipment available shall be final.

5. Law enforcement personnel who shall be commanded by their superior authority to maintain the peace, perform mutual aid duties or provide police services outside the territorial limits of their jurisdiction shall be under the direction and authority of one (1) person designated by the Greene County Sheriff, or his designee.

6. Peace officers conducting law enforcement activities pursuant to this agreement shall have the same powers and authority as peace officers of the requesting jurisdiction and shall have the same immunity as if acting within their own jurisdiction.

7. Each party shall be responsible for all claims, damages and losses sustained by its own law enforcement personnel. This agreement shall not be so construed as to create any relationship between the law enforcement personnel of one party and the other party. Each party hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated, or shall be self-insured.

8. A party shall not be liable to the other party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

9. This agreement shall not be construed as an agreement for the benefit of any third party.

10. The parties agree that all individual personnel performing duties under this agreement will be provided all regular benefits of employment by their employing agency.

11. This Agreement shall become effective upon the Parties executing this Agreement, enacting necessary ordinances or orders to implement said Agreement, and establishing therein the effective date of this Agreement. This Agreement shall last for a period of 90 days and shall expire on the 90<sup>th</sup> day after fully executed by all parties, or upon the appointment by the City of Ash Grove of a police chief, whichever occurs first.

12. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, written or verbal, and may only be amended or modified by a writing executed with the same formality of this Agreement.

13. This Agreement shall be binding upon the parties and their successors in office or position. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

14. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same

binding effect as an original signature or an original document. At the request of any party, any facsimile or telecopied document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or a telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or other document executed in compliance with this section.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below.

**GREENE COUNTY SHERIFF**

\_\_\_\_\_  
Sheriff Jim C. Arnott

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Patricia Keck, Legal Counsel  
*Damon Phillips*

Date: 11/8/2021

**CITY OF ASH GROVE, MISSOURI**

\_\_\_\_\_  
LESTER GARDNER  
Mayor

Date: 11/04/2021

Approved as to form:

\_\_\_\_\_  
Mel L. Gilbert  
City Attorney, Mel L. Gilbert

Date: 11/04/2021

\_\_\_\_\_  
ALDERMAN AG  
\_\_\_\_\_  
Deanne Suppa  
\_\_\_\_\_  
W. Keith Wagoner  
\_\_\_\_\_  
Lyn Elliott

**GREENE COUNTY COMMISSION**

  
\_\_\_\_\_  
Presiding Commissioner

  
\_\_\_\_\_  
Associate Commissioner District #1

  
\_\_\_\_\_  
Associate Commissioner District #2

  
\_\_\_\_\_  
Date

**ATTEST:** I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners

\_\_\_\_\_  
pursuant to a duly passed motion of the Greene County Commission approving the above agreement.

\_\_\_\_\_  
County Clerk, Shane Schoeller

**ATTEST:** I, Melissa Mau, the Clerk of the City of Ash Grove, hereby attests that the above agreement was executed by the Mayor of the City of Ash Grove pursuant to a duly passed motion of the Ash Grove Board of Aldermen.

  
\_\_\_\_\_  
Ash Grove City Clerk, Melissa Mau