

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, July 1, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN

<input checked="" type="checkbox"/>	PC	<i>Boip</i>
<input checked="" type="checkbox"/>	CC1	<i>Boip</i>
<input checked="" type="checkbox"/>	CC2	<i>Boip</i>

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.gotomeet.me/GCCCommissionOffice>. 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.

Attendees: Bob Dixon, Rusty MacLachlan, Chris Coulter, Megan Applegate, Donna Barton.

Teleconference Attendees: John Russell, Jim Arnott, Kevin Barnes, Mike Cagle, Royce Denny, Phil Corcoran, Cindy Stein, Rob Rigdon, Cheryl Dawson-Spaulding, Allen Icet, Andrea Stewart, Jennifer Smith and Tina Phillips.

Informational Items

Resource Management-Kevin Barnes

- Tire cleanup update.
- Jail project update.

Items for Consideration and Action by the Commission

EX1 Discussion and Possible Vote: Deputy Salary Supplementation Fund for the 2022 Fiscal Year.

Sheriff's Office

Commissioner Rusty MacLachlan moved to approve the Deputy Salary Supplementation Fund for 2022. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting is adjourned.

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Greene County Commission
Commission Briefing Agenda

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Informational Items
Resource Management

Items for Consideration and Action by the Commission
Discussion and Possible Vote: Deputy Salary Supplementation Fund for the 2022 Fiscal Year, Sheriff's Office

Other:



**MoSMART Board
DPS, CJ/LE**

P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-1928 Fax: 573-751-5399

AWARD AGREEMENT

RECIPIENT NAME Greene County, Sheriff's Office		DATE 06/15/2021	
ADDRESS 1010 N Boonville		FEDERAL IDENTIFICATION NUMBER 2022-DSSSF	CONTROL NUMBER 25
CITY Springfield		STATE MO	ZIP CODE 65802
TOTAL AMOUNT OF THE AWARD 91141.32			
PROJECT PERIOD FROM 07/01/2021	PROJECT PERIOD TO 6/30/2022	AWARD DATE 06/04/2021	
PROJECT TITLE 2022 DSSSF		FUNDED BY MoSMART Board	
AWARDING AGENCY Missouri Department of Public Safety	PASS THROUGH ENTITY DPS Grants – Criminal Justice/Law Enforcement Unit	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 NA	METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement		
CONTACT INFORMATION			
CJ/LE GRANT CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME Becky Block		NAME Jim Arnott, Sheriff	
E-MAIL ADDRESS Rebecca.Block@dps.mo.gov		ADDRESS (if different from above) 1010 N Boonville AVE	
TELEPHONE (573) 522-3455		CITY, STATE AND ZIP CODE Springfield, MO 65802	
PROGRAM MANAGER Joni McCarter		TELEPHONE (417) 829-6284	E-MAIL ADDRESS jamott@greencountymo.gov
SUMMARY DESCRIPTION OF PROJECT The Deputy Sheriff Salary Supplementation Fund (DSSSF) was created pursuant to Section 57.278 RSMo. The DSSSF consists of monies collected from charges for service received by county sheriffs under subsection 4 of Section 57.280 RSMo and deposited into the state treasury. The state treasurer shall be the custodian of the DSSSF, and consequently the monies are deemed state monies. The DSSSF shall be used solely to supplement the salaries, and employee benefits resulting from such salary increases, of county deputy sheriffs. The DSSSF program is administered by the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) created under Section 650.350 RSMo. Technical assistance through administrative duties is provided to the MoSMART Board by the Missouri Department of Public Safety, Office of the Director, Criminal Justice/Law Enforcement (CJ/LE) Unit.			
AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF MoSMART Board OFFICIAL Randee Kaiser, MoSMART Board Chair		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL Bob Dixon, County Commissioner	
SIGNATURE OF APPROVING MoSMART Board OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE
			7/1/21
THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

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DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) SFY 2022

The recipient understands the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) is the awarding body of the DSSSF monies and the Missouri Department of Public Safety provides technical assistance in the form of financial and progress reporting, as well as monitoring oversight.

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

General:

1. **Governing Directive:** The recipient assures that it shall comply with the provisions of the "DSSSF Notice of Funding Opportunity" and other applicable state laws or regulations.
2. **Fund Collection:** The DSSSF was created pursuant to Section 57.278 RSMo and consists of monies collected from charges for service received by county sheriffs under Section 57.280 RSMo. The recipient assures that all monies received by the Sheriff under Section 57.280 RSMo have been paid to the County Treasury and the County Treasurer has paid, and will continue to pay, such monies to the State Treasurer.
3. **Compliance Training:** As a recipient of state funds, the recipient is required to participate in the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
4. **Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant state and local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project. In the event it is determined the recipient is supplanting, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.
5. **Subaward Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the MoSMART Board. No additional funding shall be awarded to a recipient (unless specifically notified by the MoSMART Board or the Missouri Department of Public Safety of additional funding being awarded) but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
6. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to representatives of the Missouri Department of Public Safety/Office of the Director, the Office of Missouri State Auditor, the MoSMART Board, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing,

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monitoring, and such evaluation procedures, as may be necessary to keep such records as the MoSMART Board or Missouri Department of Public Safety/Office of the Director shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

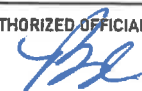
7. **Fair Labor Standards Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act
8. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550 RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9. **Uniform Crime Reporting (UCR):** The recipient assures its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
10. **Racial Profiling:** The recipient assures its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
11. **Federal Equitable Sharing Funds:** The recipient assures 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 received therefrom to the Missouri State Auditor.
12. **Custodial Interrogations:** The recipient assures 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.
13. **DWI Law – Law Enforcement:** The recipient assures its law enforcement agency is in compliance with 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.

Civil Rights:

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1. **Unlawful Employment Practices:** The recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and recipient Project Director and returned to the Missouri Department of Public Safety/Office of the Director for final review and signature by the MoSMART Board.
3. **Allowable Costs:** The recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the last day of the pay period immediately following the end of the state fiscal year. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse.
4. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program as outlined in the "DSSSF Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
5. **Audit:** The recipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$375,000 or more is expended by the recipient. The recipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety/Office of the Director within 60 days of the project period start date if it has met the requirements to have an audit.
6. **Validity of Costs:** The recipient understands that in the event it is determined the recipient made false statements relating to a position and/or annual salary in order to receive DSSSF monies, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.

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7. **Suspension/Termination of Award:** The recipient understands that the MoSMART Board reserves the right to terminate any award entered into as a result of this application at their sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the MoSMART Board, become property of the State of Missouri.

In the event that the MoSMART Board determines a recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the MoSMART Board may permanently or temporarily terminate the award. In the event a award is permanently terminated, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining or an amount equal to the portion of the grant funds wrongfully used.

8. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the MoSMART Board may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program by DPS. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
2. **Time Records Requirement:** The recipient assures that all project personnel funded through the award will maintain timesheets that detail 100% of their time worked and paid leave time. These timesheets must be signed by both the employee and the appropriate approving official.
3. **Hourly Rate:** The recipient understands that DSSSF monies paid to an individual shall be included with the individual's annual salary when calculating the individual's hourly overtime rate. The individual's hourly overtime rate, as applicable, is not merely based on the county approved annual salary but a combination of the county approved annual salary and supplemental salary, per a decision rendered by the U.S. Department of Labor.
4. **Wage Garnishments:** The recipient understands DSSSF monies paid to an individual may be subject to increased wage garnishments. Some garnishments (e.g. child support) are based on the individual's monthly salary, and as the monthly salary increases, so does the wage garnishment amount.
5. **Pro-Ration of Supplemental Salary:** The recipient understands that individuals in a grant-funded position must continue in a full-time, paid employment status to be eligible for continued supplemental salary. Employees who do not begin employment with the recipient at the start of the payroll period are not eligible for supplemental salary prior to their employment start date. Furthermore, employees who leave employment with the recipient before the end of the payroll period are not eligible for continued supplemental salary after their employment end date.

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GRANT PROGRAM

2022 DSSSF

RECIPIENT

Greene County, Sheriff's Office

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Employees who transfer positions are subject to the supplemental salary approved for the respective position, as applicable, for the time worked in the respective position on a full-time, paid employment status. The recipient shall pro-rate, where applicable, the supplemental salary issued to the employee based on the prescribed format outlined in the "Administrative and Financial Guidelines – Pro-Ration of Supplemental Salary".

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