

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 27, 2023
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN



****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, Adam Humphrey, Schuyler Crawford and Kevin Barnes.

Teleconference Attendees: Allen Icet, Jeff Bassham, Mike Cagle, Tina Phillips, Rob Rigdon, Sydney Allen, Justin Hill and Royce Denny.

Informational Items

Resource Management-Kevin Barnes

- Assessor's office project update.
- Floor plan of old jail update.
- PSC floor plan update.
- Woodvale sewer update.
- Waste water project update.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Approval of the Appointment of Ex-Officio (Property at 9574 W. FR 84).

Resource Management

Commissioner John Russell moved to appoint Kevin Barnes as ex officio for the property located at 9574 W. FR 84. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Authorization for Access to MO DOR Form 4379A, Collector

Commissioner Rusty MacLachlan moved to approve the authorization for the Collector's Office to apply for access to MO DOR Form 4379A. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

PLEASE CHECK & RETURN

TO: PO	DATE
BY: [Signature]	DATE

Discussion and Possible Vote: Asphalt Paving IGA's for Rogersville, Walnut Grove, Ash Grove, Fair Grove, and Strafford, Highway

Commissioner John Russell moved to approve the asphalt IGA for the City of Ashgrove. Commissioner Rusty MacLachlan seconded the motion it passed. Yes: Dixon, MacLachlan and Russell.

Commissioner John Russell moved to approve the asphalt IGA for the City of Rogersville. Commissioner Rusty MacLachlan seconded the motion it passed. Yes: Dixon, MacLachlan and Russell

Commissioner John Russell moved to approve the asphalt IGA for the City of Walnut Grove. Commissioner Rusty MacLachlan seconded the motion it passed. Yes: Dixon, MacLachlan and Russell.

Commissioner John Russell moved to approve the asphalt IGA for the City of Fair Grove. Commissioner Rusty MacLachlan seconded the motion it passed. Yes: Dixon, MacLachlan and Russell.

Commissioner John Russell moved to approve the asphalt IGA for the City of Strafford. Commissioner Rusty MacLachlan seconded the motion it passed. Yes: Dixon, MacLachlan and Russell

Discussion and Possible Vote: Approval of the Archives Fire Suppression Project: Construction Contract and Change Order, Resource Management

Commissioner Rusty MacLachlan moved to approve the Archives Fire Suppression project as presented. Commissioner John Russell seconded the motion. Yes: Dixon, MacLachlan and Russell

Commissioner Rusty MacLachlan moved to approve the change orders to the project as presented. Commissioner John Russell seconded the motion. Yes: Dixon, MacLachlan and Russell

Discussion and Possible Vote: Appoint Dave Manary As Acting Director for The Purpose of Executing Plats and Legal Ads in The Planning Director's Absence, Resource Management

Commissioner moved to appoint Dave Manary as acting director for the purpose of executing plats and legal ads in the planning director's absence. Commissioner John Russell seconded the motion. Yes: Dixon, MacLachlan and Russell

Discussion and Possible Vote: Approval of Application for Energy Efficiency and Conservation Block Grant Program, Grant Coordinator

Commissioner Rusty MacLachlan moved to approve the application for the Energy efficiency and conservation block grant program as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Consortium Agreement

Commissioner John Russell moved to approve the consortium agreement as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
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Discussion and Possible Vote: Asphalt Paving IGA's for Rogersville, Walnut Grove, Ash Grove, Fair Grove, and Strafford, Highway

Discussion and Possible Vote: Approval of the Archives Fire Suppression Project: Construction Contract and Change Order, Resource Management

Discussion and Possible Vote: Appoint Dave Manary As Acting Director for The Purpose of Executing Plats and Legal Ads in The Planning Director's Absence, Resource Management

Discussion and Possible Vote: Approval of Application for Energy Efficiency and Conservation Block Grant Program, Grant Coordinator

Discussion and Possible Vote: Consortium Agreement

Other:

Revised on 4/26/2023 @ 8:50 AM

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802

Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802

www.greenecountymo.gov



STATE & COMMUNITY ENERGY PROGRAMS

EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit your completed document to EECBG@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	County of Greene, Missouri				
UEI:	D569LE21H4L5				
Business Officer (BO):	Jeffery Scott	BO Phone Number:	(417)799-1446	BO Email:	jscott@greencountymo.gov
Project Director/Principal Investigator (PI):	Rob Rigdon	PI Phone Number:	(417)868-4148	PI Email:	Rrigdon@greencountymo.gov

Note: PI is the designated primary point of contact for the EECBG grant, such as the Project or Program Manager. Business Officer is the authorized individual responsible for financial management of the EECBG grant. Additionally, UEI number is *required* for grant applicants, but not for voucher applicants.

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- ☒ Local Government
☐ Tribal Government
☐ State
☐ Territory

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional(s) district for the primary location where the grant will be performed.

Street Address:	940 N. Boonville Ave
City:	Springfield
State:	Missouri
Zip:	65802
Congressional District(s):	7th Congressional District

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select "Grant." (Select one option) [response to this question is non-binding]

- ☐ Voucher for Technical Assistance
- ☒ Voucher for Equipment Rebate
- ☐ Voucher for both Technical Assistance and Equipment Rebate
- ☐ Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
- ☐ Yes
- ☒ No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
- ☐ Yes
- ☒ No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
- ☐ Yes
- ☒ No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
- ☐ Yes
- ☒ No

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
- ☐ Yes
- ☒ No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from receiving Federal Contracts, subcontracts or financial assistance?
- ☐ Yes
- ☒ No
- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?
- ☐ Yes
- ☒ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?
- ☒ No
- ☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

- C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?
- ☒ No
- ☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

Recipients choosing a voucher may skip to Section 8

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement. Note: If ASAP number is not available, please leave field (1) blank and proceed with filling out (2) and (3).

- | | |
|--|---|
| 1) ASAP Number:
2) ASAP/Payments Contact Person:
3) Indicate Preferred Payment Method: | <input type="radio"/> Payment by Advance <input type="radio"/> Payment by Reimbursement |
|--|---|

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards?

☐ Yes ☐ No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation.

☐ Yes ☐ No

- 2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.)

☐ Yes ☐ No

- 2b. Has the Recipient undergone a Financial Audit within the last 3 years?

☐ Yes ☐ No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form.

☐ Yes ☐ No

b. An electronic copy of the audit was provided with application package.

☐ Yes ☐ No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

- 4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.
(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact:

Phone/Email:

4b. DCAA Contact Information:

DCAA Office:

Point of Contact:

Phone/Email:

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting, and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

	Yes	No	NA
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Identification and accumulation of direct costs by project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Accumulation of costs under general ledger control.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is the Accounting System currently in full operation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SECTION 7: REPRESENTATION/CERTIFICATION *(Grant recipients only)*

Certification of the information is required by the organization's authorized representative

- ☐ I certify that I have registered in the System for Award Management (SAM).
- ☐ I certify that I have registered in FedConnect.net in order to receive award documentation.
- ☐ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.
- ☐ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- ☐ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- ☐ I certify the Recipient:
 - (1) Has in effect an up to date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Authorized
Official:

Date:

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Rob Rigdon

Title:

Senior Project Manager

Signature of Principal
Investigator:

Rob Rigdon

Digitally signed by Rob Rigdon
DN: C=US, E=rrigdon@greene-county-mo.gov, O=Greene County, OU=Resource
Management, CN=Rob Rigdon
Date: 2023.04.25 12:53:59-0500

Date:

April 25, 2023

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under “CUSTOMERS->Checklists and Tools”, click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.

(b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.

(c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

COUNCIL OF LOCAL ELECTED OFFICIALS CONSORTIUM AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June 2023, by and between the COUNTIES of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** in the State of Missouri (hereinafter, the Counties).

WITNESSETH

WHEREAS, the Council Local Elected Officials of the aforementioned counties and/or cities did previously adopt resolutions authorizing the creation of a consortium, in order to administer the provisions of Public Law 105-220, the Workforce Investment Act (hereinafter “the Act”), and

WHEREAS, the Act was revised and reauthorized in July 2014 as Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter “WIOA”), and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, each party acknowledges they do hereby agree to the following:

AGREEMENT

SECTION 1: That the Counties (include Cities, if applicable) of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** do hereby constitute a consortium for the purposes of Section 107 (c)(1)(B) of Public Law 113-128, WIOA.

SECTION 2: The Council Local Elected Officials (Presiding Commissioners) of the local government entities in Section 1 shall constitute the Ozark Workforce Development Region Consortium of Council of Local Elected Officials (hereinafter, the Consortium).

SECTION 3: The Consortium shall adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules or regulations promulgated pursuant thereto. Bylaws or amendments thereto may be adopted by the affirmative vote of a simple majority of the members of the Consortium.

SECTION 4: All actions of the Consortium shall adhere to the Bylaws adopted pursuant to Section 3 above.

SECTION 5: In accordance with the Bylaws, the Chair of the CLEO shall be the Presiding Commissioner of Greene County. A Vice-Chair shall be elected by the CLEO with a term consistent with the Bylaws.

SECTION 6: In accordance with WIOA, the CLEO shall appoint the members of the Ozark Region Workforce Development Board in compliance with OWD Issuance “Local Workforce Development Board Membership and Orientation Requirements and Recertification Procedures.”

Section 7: The CLEO shall attend an annual meeting with Ozark Region Workforce Development Board.

SECTION 8: In accordance with WIOA, the Local Board with the agreement of the Consortium shall select the One-Stop (Job Center) operator.

SECTION 9: The Consortium, in partnership with the Local Workforce Development Board, shall approve all local plans in accordance with Section 107 of Public Law 113-128, WIOA.

SECTION 10: The Consortium shall perform all functions of Council Local Elected Officials specified in Public Law 113-128, WIOA.

SECTION 11: The Council Local Elected Officials and the Workforce Development Board, in agreement with the Governor, has designated the City of Springfield Department of Finance as the Fiscal Agent and the Department of Workforce Development as the administrator and operator of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, and Career Services.

SECTION 12: In the event of misuse of grant funds that cannot be recovered, in whole or in part, from the sub-recipient or fiscal agent responsible for the misuse, the Council Elected Officials shall come together to determine how the funds shall be reimbursed utilizing the following:

- 12.1: Determination of Disallowed Costs. With respect to any cost associated with the Opportunity Act that has been determined by the State of Missouri Department of Higher Education and Workforce Development, Office of Workforce Development (OWD), City, State, or Federal auditors as not being allowed, the sub-recipient shall make a reasonable effort to re-coop/cover costs or exercise the right to object or appeal such determination. In the event the sub-recipient is unable to cover or re-coop the costs, the matter will be brought before the Consortium for resolution.
- 12.2: Formula for Assessment. In the event of a disallowed cost not covered by the sub-recipient, the Consortium shall agree to compensate the State based on each County's pro rata share of the benefits to the respective county as evidenced by the sub-recipient. In the event it is not possible to allocate the costs based on the benefit to the respective Counties, the cost shall be allocated based upon the percentage of each County's population of the total population of the Region. In the event the Consortium cannot agree upon a basis for the pro rata share of the benefits, then the disallowed costs shall be assessed between the parties who benefit based upon the population of the parties as set forth above.
- 12.3: Arbitration. In the event any Consortium member objects to the assessment of benefits as set forth above, they may request a third-party arbitrator determine the allocation of costs, which Determination shall be binding upon the entire Consortium to this agreement. The arbitrator shall be appointed by the Director of the City of Springfield Workforce Development Department, except in the event a party to the arbitration objects to such appointment, then the person objecting shall submit to the Director the names of three persons who are qualified to arbitrate the dispute. The Director shall pick one of the names submitted. The costs of arbitration shall be paid by the Consortium member requesting arbitration, except the arbitrator shall have the right to allocate the costs of the arbitration between the Consortium as the arbitrator so determines. The arbitration shall be conducted in accordance with applicable Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The applicable rules of the American Arbitration Association shall apply to any arbitration under this paragraph, however, notwithstanding the foregoing, the parties agree that the American Arbitration

Association need not be utilized for the arbitration. The Consortium further agrees that they will faithfully observe this agreement and the rules and that they will abide by and will perform any award rendered by the arbitrator(s) and that a judgment of the court having jurisdiction may be entered upon the award.

SECTION 13: This Agreement shall be effective when approved by each member of the Consortium through their signature. The agreement shall be reviewed annually and revised as necessary. If no revisions, this Agreement shall expire on June 30, 2025 at which time a new Agreement shall be required.

SECTION 14: Any amendments to this Agreement may be adopted with the concurrence of each and every member of the Consortium. The Consortium may be dissolved and this Agreement may be rescinded only with the consent of the Governor.

SECTION 15: The original Agreement, with complete signatures, as well as any amendments thereto, shall be kept on file in the main office of the CLEO.

SECTION 16: Each of the undersigned Presiding Commissioners certify that prior to signing this agreement, each has received written authorization from his County Commission to sign this agreement on its behalf.

IN WITNESS WHEREOF, the party representing the government entity listed in Section 1, through his/her signatures below, have read and understand this Agreement and hereto have caused this Agreement to be executed:

(Name)

(Date)

Presiding Commissioner
(Position Title)

Christian
(County)

(Name)

(Date)

Presiding Commissioner
(Position Title)

Dallas
(County)

(Name)

(Date)

Presiding Commissioner
(Position Title)

Greene
(County)

(Name)

(Date)

Presiding Commissioner
(Position Title)

Polk
(County)

(Name)

Presiding Commissioner
(Position Title)

(Date)

Stone
(County)

(Name)

Presiding Commissioner
(Position Title)

(Date)

Taney
(County)

(Name)

Presiding Commissioner
(Position Title)

(Date)

Webster
(County)



INTEROFFICE MEMORANDUM

To: Ericka Schmeeckle, Workforce Development

From: Doug Stone, Director of Risk Management

Date: March 1, 2023

Re: Insurance for Workforce Development

The City of Springfield maintains a centralized insurance/self-insurance program for all City Departments, including Workforce Development. The plan is best described as a fully insured large deductible program, where the City purchased excess insurance coverage and self-funds deductibles. The centralized program will pay claims that fall within the insurance deductibles on behalf of Workforce Development as it relates to City Employees and functions within the City's appropriated budget. It does not provide D&O Coverage for the newly formed board, which is a separate legal entity.

Attached is an insurance schedule of the City's centralized policies. There is also one policy that is proprietary to Workforce Development, which is a separate Workers' Compensation policy to provide coverage for the participants in the MWA program.

Please let me know if you have any questions.

Workforce 2023 Insurance Policy Schedule

X-Date	Policy	Department	Carrier	Policy Number	Limits	Deductibles	Notes:
7/1/23	Liability. GL, LEL, POL, EPLI, EMT, etc.	City-Wide	States RRG	SEL 3018802	\$ 15,000,000	\$ 350,000	
7/1/23	Auto Liability	City-Wide	Travelers	H-810-2X981503-COF-20	\$ 2,000,000	\$ 25,000	
7/1/23	Cyber Liability	City-Wide	Tokio Marine	H22NGP216601-00	\$ 3,000,000	\$ 250,000	
7/1/23	Fiduciary Liability	City-Wide	RLI	EPG0022371	\$ 10,000,000	\$ 100,000	
7/1/23	Foreign Liability	City-Wide	ACE	PHFD37568521004	\$ 1,000,000	N/A	
7/1/23	Pollution Liability	City-Wide	Allied World	0309-2285	\$ 10,000,000	\$ 50,000	
7/1/23	Property	City-Wide	Affiliated FM	EQ172	\$ 500,000,000	\$ 250,000	WFD property is included in City coverage limit.
7/1/23	Crime	City-Wide	Zurich	CCP0064165	\$ 2,000,000	\$ 25,000	
7/1/23	Worker's Compensation	WFD	C N A	616689769	\$ 100,000	N/A	MWA participant WC Coverage.
1/1/24	Worker's Compensation	City-Wide	Midwest Employers	EWCO06206	\$ 1,000,000	\$ 750,000	WFD employee WC Coverage.