

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**

**Wednesday, March 20, 2024**  
9:30 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

**PLEASE CHECK & RETURN**

☒ PC  
☒ CC1  
☒ CC2

**\*\*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, Laura Merriman, Deiter Duff, Larry Woods, Adam Humphrey and Natalie Gomez

**Teleconference Attendees:** Rob Rigdon, Sydney Allen, Jeff Scott, Jeff Bassham, Allen Icet, Justin Hill, Jess Kerr, Mike Cagle, Cindy Stein and Jim Arnott

**Informational Items**

**IS-Jess Kerr**

- Cyber Security update.

**Purchasing-Laura Merriman**

- Highlighted current bids that are out.
- Highlighted RFQ that is out.
- 583 YTD purchase orders
- 271 current open contracts not including highway contracts.

**Pre-Trial-Natalie Gomez**

- 352-defendants under current pretrial services
- 131 on GPS.
- 26 on SCRAM.
- Update on funds for defendant after care.

**Medical Examiner-Deiter Duff**

- 2023 cases have been closed out.
- Working on increasing data tracking for 2024.
- Total of 7 outside cases (other counties/ Federal Medical)



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

##### Discussion and Possible Vote: IGA for Autopsy Services for Wright County, Medical Examiner

Commissioner Rusty MacLachlan moved to approve the IGA for autopsy services for Wright County as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

##### Discussion and Possible Vote: Approval for Reimbursement on Investigator Vehicles, Medical Examiner

Commissioner John Russell moved to table the request for reimbursement on investigator vehicles. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

##### Discussion and Possible Vote: Approval of RHSOC Grant, OEM

Commissioner Rusty MacLachlan moved to approve the acceptance of the RHSOC grant funds as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

##### Discussion and Possible Vote: Approval of a 6-month Lease Extension for Davis Property, HWY

Commissioner John Russell moved to approve the lease extension and modify section 1 from 06/30/2024 to 12/31/2024. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

##### Discussion and Possible Vote: Right-of-Way Warranty Deed (MS 4249), Planning & Zoning

Commissioner Rusty MacLachlan moved to approve the right of way deed MS 4249 as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

##### Discussion and Possible Vote: Right-of-Way Warranty Deed (MS 4252), Planning & Zoning

Commissioner John Russell moved to approve the right of way deed MS 4252 as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

##### Discussion and Possible Vote: Approval for Disposal of Surplus Property; Genetec Servers By Way of Donation to Christian County, Purchasing

Commissioner John Russell moved to approve the disposal of surplus property 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.



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*Presiding Commissioner*

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Informational Items

IS

Purchasing

Pre-Trial

Medical Examiner

Items for Consideration and Action by the Commission

Discussion and Possible Vote: IGA for Autopsy Services for Wright County, Medical Examiner

Discussion and Possible Vote: Approval for Reimbursement on Investigator Vehicles, Medical Examiner

Discussion and Possible Vote: Approval of RHSOC Grant, OEM

Discussion and Possible Vote: Approval of a 6-month Lease Extension for Davis Property, HWY

Discussion and Possible Vote: Right-of-Way Warranty Deed (MS 4249), Planning & Zoning

Discussion and Possible Vote: Right-of-Way Warranty Deed (MS 4252), Planning & Zoning

Discussion and Possible Vote: Approval for Disposal of Surplus Property; Genetec Servers By Way of Donation to Christian County, Purchasing

Other:

Revised on 3/18/2024 @ 10:46 AM

## **INTERGOVERNMENTAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is made by and between the Greene County, Missouri, a first class county and political subdivision of the state of Missouri, and Wright County, Missouri, a third class county and political subdivision of the state of Missouri. Such entities will be referred to herein as "Parties," collectively, and "Party" individually.

WHEREAS, Greene County, Missouri has previously appointed Dr. Deiter Duff, M.D., as the County Medical Examiner (hereinafter the "Greene County Medical Examiner") pursuant to the provisions of Section 58.700, RSMo., *et. seq.*

WHEREAS, the Greene County Medical Examiner has faithfully assumed and performed the duties and functions prescribed by section 58.715, RSMo. for Greene County, Missouri, and desires to make the performance of those duties and functions available for other counties within the state and in accordance with Section 58.765, RSMo.

WHEREAS, Section 58.765, RSMo. provides that any two or more counties adopting the provisions of Chapter 58, RSMo., relating to coroners and medical examiners, may, by contract among themselves, join in the appointment of a county medical examiner to serve all such counties, the terms of which are subject to the approval of the governing body of each said county.

WHEREAS, it is recognized that in certain situations the use of medical examiner services outside the territorial limits of the jurisdiction where such services are legally employed may be desirable for the benefit 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 Greene County, Missouri, the Greene County Medical Examiner, and Wright County, Missouri desire to enter into a cooperative agreement for the purpose of providing forensic pathology services outside the jurisdictional boundaries of Greene County, Missouri and within the jurisdiction of Wright County, Missouri, at the discretion of the Greene County Medical Examiner.

WHEREAS, the Greene County, Missouri, the Greene County Medical Examiner, and Wright County, Missouri have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Section 70.220 and 58.765, RSMo.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises to be kept and performed by and between the Parties hereto, it is mutually agreed as follows:

1. The Greene County Medical Examiner is authorized by to perform certain forensic pathology services, including, but not limited to postmortem examinations, for Wright County, Missouri. The Greene County Medical Examiner maintains sole and complete discretion as to which cases he chooses to accept and what services he agrees to perform for said county. Cases will be accepted for postmortem examinations by the Greene County Medical Examiner's Office on a case-by-case basis.
2. Services provided by the Greene County Medical Examiner's Office include performance of the postmortem examination by a board-certified forensic pathologist, toxicology, and determination of cause of death. A written report of preliminary findings will be issued, typically within a few days of the postmortem examination. A written postmortem examination report will be provided to Coroner of the county requesting the postmortem examination, typically within 60 days. The Parties understand that these timeframes are merely estimates and Greene County, Missouri and the Greene County Medical Examiner shall not, in any event, be liable for any failure to timely provide any service authorized herein.
3. In connection with the services provided by the Greene County Medical Examiner, Greene County, Missouri will charge and Wright County, Missouri agrees to pay charges as follows: \$2,350.00 for a full autopsy with toxicology; \$1,175.00 for an external examination with toxicology, and x-rays if needed. If other services such as neuropathology, anthropology, or forensic odontology are required, these costs will be billed to the county coroner requesting the postmortem examination.
4. Transportation of the body to the Greene County Medical Examiner's Office is to be arranged and paid for by the coroner of the county requesting the autopsy. Bodies should be picked up as soon as possible after the autopsy on workdays, Monday through Friday (excluding Greene County holidays) between 8:00 AM and 4:30 PM.
5. In the event expert testimony is required, Wright County, Missouri agrees to pay the Greene County Medical Examiner's reasonably and customary hourly fee. Said fees will be billed to the Prosecuting Attorney of the county requesting the testimony and payment is due upon demand.
6. This Agreement shall not be so construed as to create any relationship between one party and the other party.
7. Greene County Medical Examiner warrants that he is duly qualified and meets the standards required a medical examiner under Missouri statute. Greene County Medical Examiner agrees to faithfully perform the duties of his office as required by law.
8. Greene County, Missouri agrees to procure a policy of medical malpractice insurance, which will cover the Greene County Medical Examiner and his staff. However, Greene County, Missouri does not warrant and Wright County, Missouri agrees such policy may not provide coverage for malpractice or negligence claims the coroner of said county and any of his or her staff. County further shall not be obligated to indemnify or defend



Wright County, Missouri, its coroner, or its coroner's staff from any claims or judgments entered as a result of malpractice or negligence.

9. The parties agree that all individual personnel performing duties under this Agreement will be provided all regular benefits of employment by their employing agency.
10. Wright County, Missouri agrees to indemnify and hold Greene County, Missouri, the Greene County Medical Examiner, and his staff harmless from any and all claims, suits, injuries, deaths, losses, damages, liabilities, judgments, costs and expenses (including reasonably attorney's fees) that may accrue against Greene County Medical Examiner as a result of his activities (of that of his staff) in the course and scope of his performance of any service under this Agreement, except as a result of any wanton or willful acts or gross negligence.
11. This Agreement shall not be construed as an Agreement for the benefit of any third party, nor shall it be considered to create a joint venture. The parties acknowledge that the Client is a governmental entity entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Parties's rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutional Law.
12. Neither Greene County, Missouri, nor the Greene County Medical Examiner shall be liable to Wright County, Missouri or its coroner for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any issue arising out of any assistance requested or provided hereunder.
13. 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 beginning on February 26, 2024, provided, however, any party hereto may terminate this Agreement upon thirty days written notice. Should said Agreement be terminated, all costs owing for services provided shall be immediately payable.
14. 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. This Agreement may not be assigned without the prior written consent of either party
15. 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. Parties waive any rights they may have to trial by jury.

16. 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.

\_\_\_\_\_  
Deiter Duff, M.D., Greene County Medical Examiner

**GREENE COUNTY, MISSOURI**

  
\_\_\_\_\_  
Bob Dixon, Presiding Commissioner

  
\_\_\_\_\_  
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

  
\_\_\_\_\_  
John C. Russell, Commissioner 2<sup>nd</sup> District

ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, pursuant to a duly passed motion of the Greene County Commission.

\_\_\_\_\_  
Approved as to form:

  
\_\_\_\_\_  
N. Austin Fax, Greene County Counselor

**WRIGHT COUNTY, MISSOURI**

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Coroner

ATTEST: I, \_\_\_\_\_, the Clerk of the \_\_\_\_\_ County Commission  
hereby attests that the above agreement was executed by Commissioners \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_, pursuant to a duly passed motion of the \_\_\_\_\_  
County Commission.





## SUBAWARD AGREEMENT

SUBRECIPIENT NAME <b>Greene County Emergency Management Agency</b>		DATE <b>2/21/23</b>	
ADDRESS <b>330 W Scott Street</b>		FEDERAL IDENTIFICATION NUMBER <b>EMW-2023-SS-00085</b>	OHS CONTROL NUMBER <b>04-06/07</b>
CITY <b>Springfield</b>		UEI NUMBER <b>DS69LE21H4L5</b>	
STATE <b>MO</b>		ZIP CODE <b>65802</b>	
TOTAL AMOUNT OF THE FEDERAL AWARD <b>\$61,370.58</b>		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION <b>\$61,370.58</b>	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT <b>\$61,370.58</b>		TOTAL APPROVED COST SHARING OR MATCHING <b>\$0.00</b>	
PROJECT PERIOD FROM <b>09/01/2023</b>	PROJECT PERIOD TO <b>08/31/2025</b>	FEDERAL AWARD DATE <b>09/01/2023</b>	
PROJECT TITLE <b>Greene County EMA FY23</b>		FUNDED BY <b>FY 2023 Homeland Security Grant Program</b>	
FEDERAL AWARDOING AGENCY <b>Department of Homeland Security</b>	PASS THROUGH ENTITY <b>DHS/FEMA/Missouri Dept of Public Safety/SMCOG</b>	IS THIS AWARD R&D <b>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></b>	INDIRECT COST RATE <b>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></b> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER <b>97.067</b>		METHOD OF PAYMENT (Reimbursement -- Advanced) <b>Reimbursement</b>	
CONTACT INFORMATION			
(AGENCY) GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME <b>Thomas Cunningham</b>		NAME <b>Larry Woods</b>	
E-MAIL ADDRESS <b>TCunningham@MissouriState.edu</b>		ADDRESS (If different from above) <b>330 W Scott Street</b>	
TELEPHONE <b>417-836-5281</b>		CITY, STATE AND ZIP CODE <b>Springfield MO 65802</b>	
PROGRAM MANAGER <b>Jason Ray</b>		TELEPHONE <b>417-869-6040</b>	E-MAIL ADDRESS <b>lwoods@greenecountymmo.gov</b>
SUMMARY DESCRIPTION OF PROJECT <p>04-06 – The project will sustain the Missouri Region D Communications Support vehicle, based in Springfield, for capabilities and operations. Refresh computer workstations, refresh printer (damaged by electrical spike), refresh onboard VTC, refresh rear compartment A/C, adding an interoperable network microwave extension (long range), and adding multiple video and WiFi mesh network systems.</p> <p>04-07 – This project will sustain the operations and capabilities of the Missouri Region D WebEOC Program. Purchases include: annual maintenance contract for software updates and support, training materials for use with Region D, funding for mileage for trainers/staff to attend meetings/trainings, and funding to attend the WebEOC conference and travel.</p>			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF RPC/COG OFFICIAL <b>Jason Ray, Executive Director</b>		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL <b>Bob Dixon, Presiding Commissioner</b>	
SIGNATURE OF APPROVING RPC/COG OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
<p><b>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.</b></p>			



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Greene County EMA
AWARD NUMBER EMW-2023-SS-00085-06 & 07	DATE 2/21/23
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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AUTHORIZED OFFICIAL INITIALS





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

The purpose of the FY 2023 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 – DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

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

I. DHS/DPS/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.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article IV – General Acknowledgements and Assurances**

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

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

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3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/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.

**Article V – 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 VI – Activities Conducted Abroad**

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

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

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article VIII – 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. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients 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 IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines 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 X – 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. section 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 XI – Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

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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. section 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 XII – Copyright**

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

#### **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 3002. 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 – 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. sections 8101-8106).

#### **Article XV – 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 XVI – 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. 92-318 (1972) (codified as amended at 20 U.S.C. section 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.

AUTHORIZED OFFICIAL INITIALS



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## SUBAWARD AGREEMENT

### ARTICLES OF AGREEMENT

#### **Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

#### **Article XVIII – Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 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.

#### **Article XIX – False Claims Act and Program Fraud Civil Remedies**

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

#### **Article XX – 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 XXI– 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 XXII – 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.) 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. section 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 XXIII – Hotel and Motel Fire Safety Act of 1990**

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 Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

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prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients 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 XXVI – Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. section 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.

**Article XXVII – National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients 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 XXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS 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 programs.

**Article XXIX – 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.

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**Article XXX – 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 XXXI – Patents and Intellectual Property Rights**

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 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. section 401.14.

**Article XXXII – Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 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 XXXIII – Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 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 XXXIV – 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 awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal 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.

**Article XXXV – 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 XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  1. Applying the domestic content procurement preference would be inconsistent with public interest;
  2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.



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There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

#### **Article XXXVII – 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 XXXVIII – Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXIX – 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. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XL – 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 XLI – 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. sections 175-175c.

#### **Article XLII – 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.

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**Article XLIII – Whistleblower Protection Act**

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

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

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the 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. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. 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 the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

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

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

**Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific**

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
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.



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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 DPS/OHS, you must request instructions from DPS/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.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/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 DPS/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.



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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 DPS/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 DPS/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 DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/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 DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/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 DPS/OHS prior to the start of any project.
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 DPS/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 DPS/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 over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity

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posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each 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 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

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.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
  - a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):  
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
  - b. Vehicle Stops:  
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
  - c. Police Use of Force Transparency Act of 2021:  
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.

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d. Federal Equitable Sharing Funds:

Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its 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.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

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- j. Body-Worn Camera Policy:  
The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.
- 22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
  - a. Fire Department Registration:  
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
  - b. Turnout Gear Maintenance Policy:  
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.
- 23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
  - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
  - b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing [mshphelpdesk@mshp.dps.mo.gov](mailto:mshphelpdesk@mshp.dps.mo.gov).
  - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
  - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
  - e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
  - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.



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- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

**Article XLVII – Agency Specific Special Conditions**



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Greene County EMA
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<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XLVIII – Project Budget Summary**

Greene County EMA Communication Vehicle	EMW-2023-SS-00085-06	\$26,920.58
Greene County EMA WebEOC	EMW-2023-SS-00085-07	\$34,450.00

