Bob Dixon

Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

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



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP County Administrator

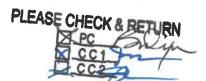
Megan Applegate Executive Assistant

## **COUNTY COMMISSION**

Greene County, Missouri (417) 868-4112

**Greene County Commission Commission Briefing Minutes** 

Tuesday, December 6, 2022 9:00 AM Commission Conference Room 1443 N. Robberson, 10th Floor



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

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

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

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate and Robert Jehle.

Teleconference Attendees: Mailyn Jeffries, Jeff Scott, Mike Cagle, Tina Phillips, Jim Arnott, Royce Denny Cindy Stein and Rance Burger,

## Informational Items

Budget-Jeff Scott

- Reminder of Budget meeting at 1
- Human Resources-Mailyn Jeffries
  - Reminder of upcoming lunch and learn

#### Chris Coulter

Reminder of animal hearing Dec. 19

#### Public Information Office

Project updates

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Approval for 2022 Independent Audit Engagement Letter, Auditor Commissioner John Russell moved to approve the 2022 engagement letter with KPM as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802 Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802 www.greenecountymo.gov PLEASE CHECK & RETURN

Discussion and Possible Vote: FY21 State Homeland Security Grant

Commissioner Rusty MacLachlan moved to approve the FY 2021 State homeland security grant as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: RBI/The Broadband Group Services Contract

Commissioner Rusty MacLachlan moved to approve the RBI services contract as presented.

Commissioner John Russell 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 2<sup>nd</sup> District Commissioner



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP County Administrator

> Megan Applegate Executive Assistant

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Informational Items
Budget
Human Resources
Chris Coulter
Public Information Office

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Approval for 2022 Independent Audit Engagement Letter, Auditor

Discussion and Possible Vote: FY21 State Homeland Security Grant

Discussion and Possible Vote: RBI/The Broadband Group Services Contract

Other:



December 1, 2022

County Commission Greene County, Missouri 940 N. Boonville Ave. Springfield, MO 65802

We are pleased to confirm our understanding of the services we are to provide for Greene County, Missouri, for the year ended December 31, 2022.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Greene County, Missouri, as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Governmental Audit Templates's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operations, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Greene County, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1.) Pension Schedules
- 2.) Budgetary Comparison Schedules
- 3.) Management's Discussion & Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies Greene County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1.) Combining Nonmajor Fund Schedules
- 2.) Schedule of Expenditure of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

# Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is

subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregation, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Management Override Revenue Recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that

we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Greene County, Missouri's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Greene County, Missouri's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Greene County, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes and the data collection form of Greene County, Missouri in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a

separate corrective action plan. The summary schedule of prior audit findings should be available for our review on March 31, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website; you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management,

with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Greene County, Missouri; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties.

These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Rebecca Baker is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to. We expect to begin our audit in May 2023.

Our fee for these services will be \$56,000. If expenditures of federal awards for the year ended December 31, 2022, exceed \$750,000, a single audit in accordance with the Uniform Guidance will be required and there will be an additional fee of \$10,000 for the first federal program tested and \$5,000 for each additional program required to be tested. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we keep you informed of any problems we encounter and our fees will be adjusted accordingly.

#### Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commission of Greene County, Missouri. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply

to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

We have the right to withdraw from this engagement, in our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will complete our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Greene County, Missouri and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KPM CPAS, PC

KPM CPAs, PC

RESPONSE:

This letter correctly sets forth the understanding of Greene County, Missouri.

Management signature:

Title: Presiding Commissioner

Date: /2/06/22

Andrew Marian



### Report on the Firm's System of Quality Control

May 14, 2021

To the Members of KPM, CPA's, PC and the Peer Review Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of KPM, CPA's, PC (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <a href="http://www.aicpa.org/prsummary">http://www.aicpa.org/prsummary</a>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under Government Audit Standards, including compliance audits under the Single Audit Act, audits of employee benefit plans and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of KPM, CPA's, PC in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM, CPA's, PC has received a peer review rating of pass.

ANDERS MINKLER HUBER & HELM LLP

Anders Minklas Hicker & Helm LLP

**Certified Public Accountants** 

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of	2022, by and between
the Regional Broadband Initiative Board ("RBI") and The Broadband Group ("TBG" and	/or "Provider") (together
"the Parties").	, or riovider ) (together,

#### WITNESSETH:

WHEREAS, RBI wishes to enter into a contract with Provider for the provision of certain services, and Provider wishes to provide those services, which are specifically defined herein below in paragraph 1 and throughout (herein, the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is expressly acknowledged by the Parties, it is agreed upon by and between RBI and Provider as follows:

- 1. Services. RBI agrees to engage Provider for the purpose of performing a rural broadband network feasibility study and Provider agrees to perform such study, which includes the Services detailed in TBG's Rural Broadband Initiative Scope of Services, Rural Broadband Network Feasibility Study (RFQ0000071052), dated November 10, 2022 ("Scope of Services"), expressly incorporated herein and attached as "Exhibit 1." (Those Services set forth in the Scope of Services are hereinafter referred to as "the Services" and/or "the Work"). TBG agrees to perform the Services in accordance with the generally accepted standard(s) of care, skill, and expertise ordinarily used by other members of Provider's profession in performing the same or similar Services. Provider shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services.
- 2. Addition to Services. RBI may add or delete to the Services provided for in this Agreement, so long as the total cost of the Work (including any services added) does not exceed the total cost owed to Provider as set forth in Paragraph 6(b), below, and Exhibit 1 hereto. Provider shall undertake to perform such additional Services only upon Provider's consent to perform the same and upon the written direction of RBI.
- 3. Exchange of Data. All information, data, and reports in RBI's possession and necessary for the carrying out of the Work, shall be furnished to Provider without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Services.
- 4. **Personnel**. Provider shall secure, at Provider's own expense, all personnel required to perform the Services, and the Services shall only be performed by Provider, or under Provider's direct supervision. None of the Work or Services covered by this Agreement shall be sub-contracted by Provider without RBI's prior approval in writing. Attached to this Agreement as "Exhibit 2" is a list of all subcontractors Provider intends to utilize in performing the Services.—All personnel engaged in the Work shall be fully qualified and authorized under state and local law to perform the Work. No personnel working for or on behalf of Provider shall have any contractual relationship with RBI (except as employees of Provider under the terms of this Agreement), or be an employee of any of the following entities:
  - i. The RBI Board
  - ii. Christian County, Missouri
  - iii. Greene County, Missouri
  - iv. The City of Nixa, Missouri
  - v. The City of Ozark, Missouri
  - vi. The City of Republic, Missouri
  - vii. The City of Strafford, Missouri

- viii. The City of Willard, Missouri
- 5. Term. This Agreement shall terminate upon completion of the Services by Provider (estimated to span a period of six (6) months, as shown in Exhibit 1); however, in no event shall the Agreement Term extend beyond one (1) year from the date of execution of this Agreement, unless expressly agreed to in writing by the Parties.

## Payment.

- a. Payments to be made by Greene County on behalf of RBI. RBI's appointed custodian of records, Greene County, Missouri, by and through its Commissioners ("Greene County") shall make payment(s) to Provider for its Services rendered under this Agreement as such payments become due and owing, subject to the qualifications and other applicable provisions herein including, but not limited to, RBI's rights to disapprove requests for payment for non-compliance or untimely performance.
- b. Payments Conditioned upon Timely, Acceptable Performance. So long as Provider performs the Services in accord with the Scope of Services and otherwise as set forth herein, RBI and Provider agree the total compensation owed by RBI to Provider will be \$291,860 (see Exhibit 1 Work Plan Summary-Budget) plus forecasted travel costs of \$25,000; provided, that in the event payments are required to be made periodically to Provider for Services rendered under this Agreement, RBI expressly reserves the right to reasonably disapprove in whole or in part a request for payment where the Services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in material accordance with the fee schedule and description of Services set forth herein.
- c. Costs to Align with Work Plan Summary-Budget (Exhibit 1). All fees and costs to be paid to Provider for its Services under this Agreement are outlined in the Work Plan Summary-Budget (Exhibit 1), which is expressly incorporated herein. Any requests for payment submitted to RBI for costs and/or fees not outlined in the Work Plan Summary-Budget or that are in excess of the same must be supported by documentation detailing the bases for the different or additional costs/fees, and must be approved, prior to incurring such costs/fees, in writing, by RBI in its reasonable discretion.

## 7. Termination of Agreement.

- This Agreement may be terminated by either party prior to the expiration of the Term, provided, the terminating party provides at least ninety (90) days' written notice of the intent to terminate. This Agreement may be terminated by either party for good cause upon at least five (5) days' written notice, which shall state the cause for such termination therein. In the event a party terminates this Agreement for any reason, payment to Provider shall be limited to Services provided by Provider as of the effective date of said termination. This Agreement may be terminated by RBI in the event RBI is unable to procure adequate funding for the Work to be completed by Provider.
- b. Non-compliance with any portion of this Agreement, or violation of state, federal or local law in connection with the performance of this Agreement constitutes cause for immediate termination of this Agreement, which shall not require any prior written notice.
- 8. Public Body and Missouri Sunshine Law. The Parties recognize that RBI is a governmental body subject to the open records provisions of the Missouri Sunshine Law (RSMo., Chapter 610) ("Sunshine Law"). All records generated in connection with the performance of Services under this Agreement are subject to the

Sunshine Law. If a request under the Sunshine Law ("Sunshine Request") is presented to RBI for records pertaining to this Agreement, RBI shall notify Provider of the Sunshine Request, and Provider shall promptly identify and provide all documents being requested as soon as practicably possible so as to enable RBI to timely respond to such request. Fees may be assessed for time, efforts and/or costs incurred in responding to Sunshine Requests or otherwise ensuring compliance with Sunshine Law requirements, but only to the extent such fees are expressly authorized by the Sunshine Law.

- 9. Conflicts. Provider presently has no direct interest, and shall not hereafter acquire any direct interest, which would conflict in any manner or degree with its obligations to RBI to provide the Services set forth in this Agreement. RBI acknowledges that Provider has a contract with City Utilities of Springfield and agrees that such relationship does not violate this Agreement. In accepting this Agreement, Provider expressly acknowledges and certifies that it shall follow all local, state (specifically, Chapter 105, RSMo.), and federal laws and regulations governing the avoidance of conflicts of interest.
- 10. **Assignment**. Provider shall not assign any interest in this Agreement, whether by assignment or novation, without prior written consent of RBI thereto; provided, however, that claims for money due or to become due to Provider from RBI under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished by Provider in writing promptly to RBI. Any such assignment is expressly subject to all rights and remedies of RBI under this Agreement, including the right to change or delete Services from the Agreement, or to terminate the Agreement as provided herein, and no such assignment shall require RBI to give any notice to an assignee or assignees of any actions which RBI may take under this Agreement.
- 11. **Prohibition against Discrimination**. Provider agrees that it is strictly prohibited from discrimination on grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, in the performance of its obligations under this Agreement. The Parties expressly acknowledge and incorporate herein the requirements of 41 C.F.R. § 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable. In the event Provider engages in any act of discrimination that would constitute a violation of any (one or more) of federal regulations identified herein, such act shall constitute a material breach of this Agreement warranting automatic termination without any advance notice thereof or other liability or obligations on the part of RBI.
- 12. Affidavit for Compliance with Anti-Discrimination Against Israel Act, Section 34.600, RSMo. Pursuant to Missouri Revised Statute Section 34.600, Provider shall provide a notarized affidavit stating that it is not currently engaged in, nor shall for the duration of the Agreement engage in, a boycott of goods or services from the State of Israel; is not currently engaged in, nor shall for the duration of the Agreement engage in, a boycott of goods or services from companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in, nor shall for the duration of the Agreement engage in, a boycott of goods or services from persons or entities doing business in the State of Israel.
- 13. Affidavit for Contracts Over \$5,000.00. Pursuant to Missouri Revised Statute Sections 285.525 through 285.550, Provider shall provide an acceptable notarized affidavit certifying that: (1) it is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and (2) it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Provider must submit documentation evidencing its current enrollment in a federal work authorization program.
- 14. **Compliance with Laws**. Provider agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of Services and products hereunder. Provider affirmatively states that payment of all local, state, and federal taxes and assessments owed by Provider is current.

### 15. Provider as an Independent Contractor.

- a. This Agreement does not create a joint employment relationship between Provider and RBI. Provider expressly agrees that it is an entirely separate and independent enterprise from RBI, and that it has full opportunity to perform other business and has made its own investment(s) in its business, separate and apart from any involvement or interest of RBI.
- b. It is expressly agreed and acknowledged that the Parties intend Provider to perform its obligations under this Agreement as an independent contractor and not as an employee of RBI for any purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments requirements, the provisions of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, or the Internal Revenue Code, or to the State of Missouri's laws governing revenue, taxation, work performed for or on behalf of governmental entities, or the State of Missouri Workers' compensation and unemployment insurance laws.
- c. Provider shall retain sole and absolute discretion and judgment in the manner and means of carrying out Provider's responsibilities under this Agreement, including but not limited to the provision of the Services, performance of the Work, and any authorized additions or modifications thereto.
- d. Provider expressly acknowledges and agrees that RBI is not liable for any obligation(s) incurred or owed by Provider to its employees, agents or contractors, including, but not limited to, unpaid minimum wages, bonuses/commissions, overtime wages or premiums, and/or other employment benefits such as retirement, insurance, and other similar compensation features. Provider expressly acknowledges and agrees it is not eligible for or entitled to claim or receive any of the benefits, including but not limited to insurance coverage and Workers' compensation, afforded to employees of RBI or employees of the entities having an authorized representative on the RBI Board, specifically including those entities listed above in paragraph 4.

## 16. Liability and Indemnity. The Parties mutually agree to the following:

- a. In no event shall either party be liable to the other for special, indirect, or consequential damages, except those caused by such party's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of RBI shall be limited to the amount of money to be paid or received by RBI under this Agreement.
- b. Provider shall defend, indemnify, and hold harmless RBI, its elected officials, agents, and employees from and against any and all liability, suits, damages, costs (including reasonable attorney's fees), losses, outlays and expenses from claims in any manner caused by, related to or arising from this Agreement or the provision of Work and/or Services under this Agreement, including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Provider, except to the extent caused by the gross negligence or willful misconduct on the part of RBI, its officers, members, parties, agents, and/or employees.
- c. Provider shall indemnify and hold RBI harmless from all wages or overtime compensation due its employees in rendering Services under this Agreement, including payment of



reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

17. **Notices**. All written notices made under this Agreement shall be deemed properly sent if delivered in person, or by registered or certified mail with return receipt requested and postage prepaid, to the following:

RBI: The RBI Board

c/o City of Strafford, MO

P.O. Box 66

Strafford, MO 65757

Attn: Martha Smartt, RBI Chairperson

Provider:

The Broadband Group

900 S. Pavilion Center Drive

Suite 155

Las Vegas, NV 89144

Attn: Jeffrey M. Reiman, President

A courtesy copy of all written notices made under this Agreement shall also be provided to the following:

Christian County:

Attn: Christian County Commission

100 W. Church # 304 Ozark, MO 65721

City of Republic:

Attn: City Administrator 213 N. Main Street

Republic, MO 65738

City of Nixa:

Attn: City Administrator

715 W. Mt. Vernon Street

Nixa, MO 65714

City of Ozark:

Attn: City Administrator

205 N. 1st Street

Ozark, MO 65721

City of Strafford:

Attn: City Administrator

P.O. Box 66

Strafford, MO 65757

City of Willard:

Attn: City Administrator 224 W. Jackson Street

Willard MO, 65781

Greene County:

Attn: Greene County, Commission

1443 N. Robertson Avenue Springfield, MO 65802

18. Choice of Law and Venue. This Agreement shall be governed and construed in accord with the laws of the State of Missouri. Venue for any dispute arising under this Agreement shall solely be the Circuit Court of Greene County, Missouri.

19. Entire Agreement. This Agreement contains the entire agreement of the Parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all Parties.

[The remainder of this page is intentionally left blank. Signatures follow on the next page, Page 6 of 6]



IN WITNESS WHEREOF, the Parties hereto have affected execution of this Agreement by and through their respective duly authorized representatives, as below:

Regional Broadband Initiative Board	The Broadband Group
Ву:	Ву:
Name: Martha Smartt	Name:Jeffrey M. Reiman
Title: RBI Board, Chairperson	Title: President
Ву:	
Name:Jimmy Liles	
Title: RBI Board, Vice Chairperson	!
By: Boh Dijon	
Name: Bob Dixon	
Title: RBI Board, Secretary	

# Board of Governors of Missouri State University 901 S National Ave. Springfield, MO 65897-0027

#### **SUBAWARD AGREEMENT**

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				FEDERAL IDENTIF		OHS CONTROL NUMBER
SUBRECIPIENT NAME				EMW-2021-SS	5-00038	05
Greene County Sheriff's	s Department			095831228		
ADDRESS						
5100 W State Highway	EE					
CITY Springfield			STATE		ZIP CODE	
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09/01/2021	08/31/2023		09/01/20			
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AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 21 State Homeland Security Grant Program	SUBRECIPIENT Greene County Sheriff's Department
AWARD NUMBER EMW-2021-SS-000389 / 21181	8/9/2022

## SUBAWARD AGREEMENT

#### ARTICLES OF AGREEMENT

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Office of Homeland Security Special Conditions

(Agency Specific Special Conditions)



Article XLII

Article XLIII

Article XLIV

GRANT PROGRAM FY 21 State Homeland Security Grant Program	SUBRECIPIENT Greene County Sheriff's Department
AWARD NUMBER EMW-2021-SS-000389 / 21181	B/9/2022
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#### SUBAWARD AGREEMENT

**ARTICLES OF AGREEMENT** 

**Article I – Summary Description of Award** 

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

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

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

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

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

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

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

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

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

### Article VI - Universal Identifier and System of Award Management

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

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

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

GRANT PROGRAM FY 21 State Homeland Security Grant Program	SUBRECIPIENT Greene County Sheriff's Department
AWARD NUMBER EMW-2021-SS-000389 / 21181	8/9/2022
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Article VIII - Rehabilitation Act of 1973

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

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

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

Article X – Terrorist Financing

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

#### Article XI - SAFECOM

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

Article XII – Reporting Subawards and Executive Compensation

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

Article XIII - Debarment and Suspension

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

Article XIV - Copyright

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

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### Article XV - Civil Rights Act of 1964 - Title VI

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

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

#### Article XVII - Americans with Disabilities Act of 1990

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

### Article XVIII - Age Discrimination Act of 1975

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

#### **Article XIX - Activities Conducted Abroad**

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

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

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

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

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

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

Article XXII - Patents and Intellectual Property Rights

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

Article XXIII - Notice of Funding Opportunity Requirements

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

Article XXIV - Non-Supplanting Requirement

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

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XXVI - National Environmental Policy Act

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

**Article XXVII - Lobbying Prohibitions** 

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

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Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

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

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

### Article XXX - Fly America Act of 1974

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

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

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

#### **Article XXXII - Federal Debt Status**

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

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

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

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

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

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

**Article XXXVI - Duplication of Benefits** 

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

Article XXXVII - Drug-Free Workplace Regulations

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

Article XXXVIII - Civil Rights Act of 1968

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

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award

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

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Article XL – DHS/OHS Specific Acknowledgements and Assurances

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

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

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

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

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

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

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

#### Article XLII - Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

- 1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
- 2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
- 3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
- 4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- 5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
- 6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
- 7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
- 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
- 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
- 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
- 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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

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## **Article XLIII - Special Conditions**

Procurement of items up to \$9,829.70 to be performed by Missouri State University / Center for Resource Planning and Management on behalf of the Greene County Sheriff's Department.

Mobile Command Vehicle: \$9,829.70

Any titles are retained by the Greene County Sheriff's Department .

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