

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

Thursday, July 28, 2022  
9:30 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

PLEASE CHECK & RETURN

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

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCommissionOffice>. 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, Aubrey Lee, Robert Jehle, and Tina Phillips, Mike Cagle, Rick Artman, Adam Humphrey and Jeff Avers.

**Teleconference Attendees:** Allen Icet, David Johnson, Cindy Stein, Phil Corcoran, Justin Hill, Jeff Scott, Jeff Bassham, Andrea Stewart, Rance Burger, Kevin Barnes, Rob Rigdon, and Jess Kerr.

#### **Informational Items**

Resource Management- Kevin Barnes

- Review of Planning Board Retreat
- Update on Temporary Jail

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

**EX 1)** Discussion and Possible Vote: MoDOT Cooperative Agreement for US60/MO125 Interchange Project, Highway

Commissioner Russell moved to approve the MoDOT Cooperative Agreement for US60/MO125 Interchange Project. Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.



Discussion and Possible Vote: Jail Video Decoders, E&T Touch Panels, and Card Readers for Doors, IS  
Commissioner Russell moved to approve the video decoders, E&T touch panels, and the card readers.  
Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**EX 2)** Discussion and Possible Vote: MHDC ERA1 Funds Reallocation, Budget  
Commissioner MacLachlan moved to approve the MHDC ERA1 Funds Reallocation. Commissioner  
Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**EX 3)** Discussion and Possible Vote: Appointment of Travis Elliott as Counsel for ARPA Inquiries  
Commissioner Russell moved to approve the appointment of Travis Elliott as Counsel for ARPA Inquiries.  
Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**Other:**

With no other business the meeting was adjourned.



Bob Dixon  
*Presiding Commissioner*

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

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



Shane Schoeller  
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*Executive Assistant*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission**  
**Commission Briefing Agenda**

**Thursday, July 28, 2022**

9:30 AM

Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

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Informational Items  
Resource Management

Items for Consideration and Action by the Commission

Discussion and Possible Vote: MoDOT Cooperative Agreement for US60/MO125 Interchange Project, Highway

Discussion and Possible Vote: Jail Video Decoders, E&T Touch Panels, and Card Readers for Doors, IS

Discussion and Possible Vote: MHDC ERA1 Funds Reallocation, Budget

Discussion and Possible Vote: Appointment of Travis Elliott as Counsel for ARPA Inquiries

Other:

Revised on 7/27/2022 @ 8:25 AM

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



CCO Form: DE10  
 Approved: 01/99 (BDG)  
 Revised: 12/21 (BDG)  
 Modified:

County Agreement  
 Routes: 60, 125 and Northeast Outer Road  
 County: Greene  
 Job No.: J8P0683E & J7S3488

## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COUNTY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Greene, Missouri (hereinafter, "County").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 60, Route 125 and Northeast Outer Road Extension, in Greene County, Job Nos. J8P0683E and J7S3488 will consist of constructing a new full access interchange to replace the existing at-grade signalized intersection and extending the Northeast Outer Road from Route 125 to Farm Road 243.

(2) IMPROVEMENT WITHIN COUNTY: The improvement within the County is located as follows:

*For project J8P0683E, it begins at Station 272+50 of the existing westbound lanes of Route 60, running in a generally easterly direction along existing Route 60 to Station 340+58.04 of the existing westbound lanes. The length of this improvement within county is 1.289 miles. The project includes improvements to Farm Road 229 from Route 60, running in a generally northerly direction along Farm Road 229 for approximately 750 feet. For project J7S3488, it begins approximately 800 feet east of Route 125, running in a generally easterly direction over to Farm Road 243. The length of this improvement within county is 1.131 miles. Work will take place on Farm Road 243 to tie the new Northeast Outer road into Farm Road 243. Work will take place on Farm Road 229 to widen this road and improve the connection to the existing US60 westbound lanes. The County will only be accepting the portion of Farm Road 229 that is to be widened with our project and the portion of Farm Road 243 that intersects the new northeast outer road.*

(3) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and "Exhibit B" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.



(4) PURPOSE: It is the intent of this Agreement that the Commission will provide without cost to the County, except as otherwise provided in this Agreement, a highway for traffic in the County and the Commission will so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(5) RIGHT-OF-WAY USE: The County grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the County as necessary for construction and maintenance of said public improvement.

(6) CLOSE AND VACATE: The County shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. If the Commission deems it necessary to close roads permanently during construction, the County will be advised in time to make provisions for the diversion and rerouting of traffic.

(7) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the clerk of the County and proceed to acquire at its expense, at no cost or expense to the County, any necessary right-of-way required for the construction of the improvement.

(8) UTILITY RELOCATION:

(A) The Commission and the County shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the County is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the County will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no county-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the County which must be moved, adjusted, or altered to accommodate construction of this improvement, and such



county-owned utilities, poles, wires, conduits, and pipes are located within the present county jurisdiction and located on an existing road, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the County will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the County except as otherwise provided. The County shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the County in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the County in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the County for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any county-owned utility facilities outside the present county limits on public right-of-way or on state highway right-of-way within or outside the county limits or within the right-of-way of a public way, the alteration, relocation, or adjustment shall be made by the County at its cost.

(F) The County agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the County will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his/her authorized representative. The County shall take whatever actions are necessary to assure compliance with this Subsection.

(9) LIGHTING

(A) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the County on the improvement without approval of the Commission.



(10) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the Commission. The County shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

(11) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved. The Commission will provide copies of the project plans as they become available to the County for the County's review and comment regarding proposed drainage features.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust county roads, the right-of-



way acquired for these adjustments and connections will be deeded to the County.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the County, and the County will accept the portions of existing highways within County replaced by this improvement. Before construction, the County will have an opportunity to review any additional roads or revisions of roads that are identified to be transferred to the County after the completion of construction.

(15) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the County road system described in this Agreement, specifically Farm Road 229 between the new Northwest outer road and US 60 and Farm Road 243 at the new intersection of the northeast outer road, as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site, but such normal maintenance shall not include repair of damage caused by activities of the Commission, its contractor, or other parties involved in the construction of this project.

(16) COUNTY TO MAINTAIN: Upon the completion of construction of this improvement, and upon the County's acceptance of the completed improvements, the County shall accept control and maintenance of the improved County road that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (15) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County road system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the County road system under this Agreement shall cease upon completion of the improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way that is within



County owned right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the County will take whatever actions are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each



party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) COUNTY REPRESENTATIVE: The County's Presiding Commissioner is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the County:  
Greene County Highway Department  
2065 N Clifton Ave  
Springfield, MO 65803

Facsimile No: 417-831-5216

(B) To the Commission:  
MODOT- SW District Office  
3025 East Kearney St.  
Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or



other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County on \_\_\_\_\_ (Date).

Executed by the Commission on \_\_\_\_\_ (Date).

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By \_\_\_\_\_

Title \_\_\_\_\_

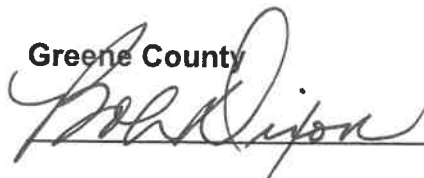
ATTEST:

\_\_\_\_\_  
Secretary to the Commission

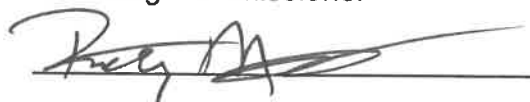
APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

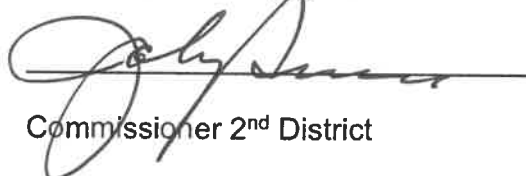
**Greene County**

  
\_\_\_\_\_

Presiding Commissioner

  
\_\_\_\_\_

Commissioner 1<sup>st</sup> District

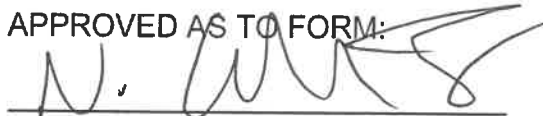
  
\_\_\_\_\_

Commissioner 2<sup>nd</sup> District

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_

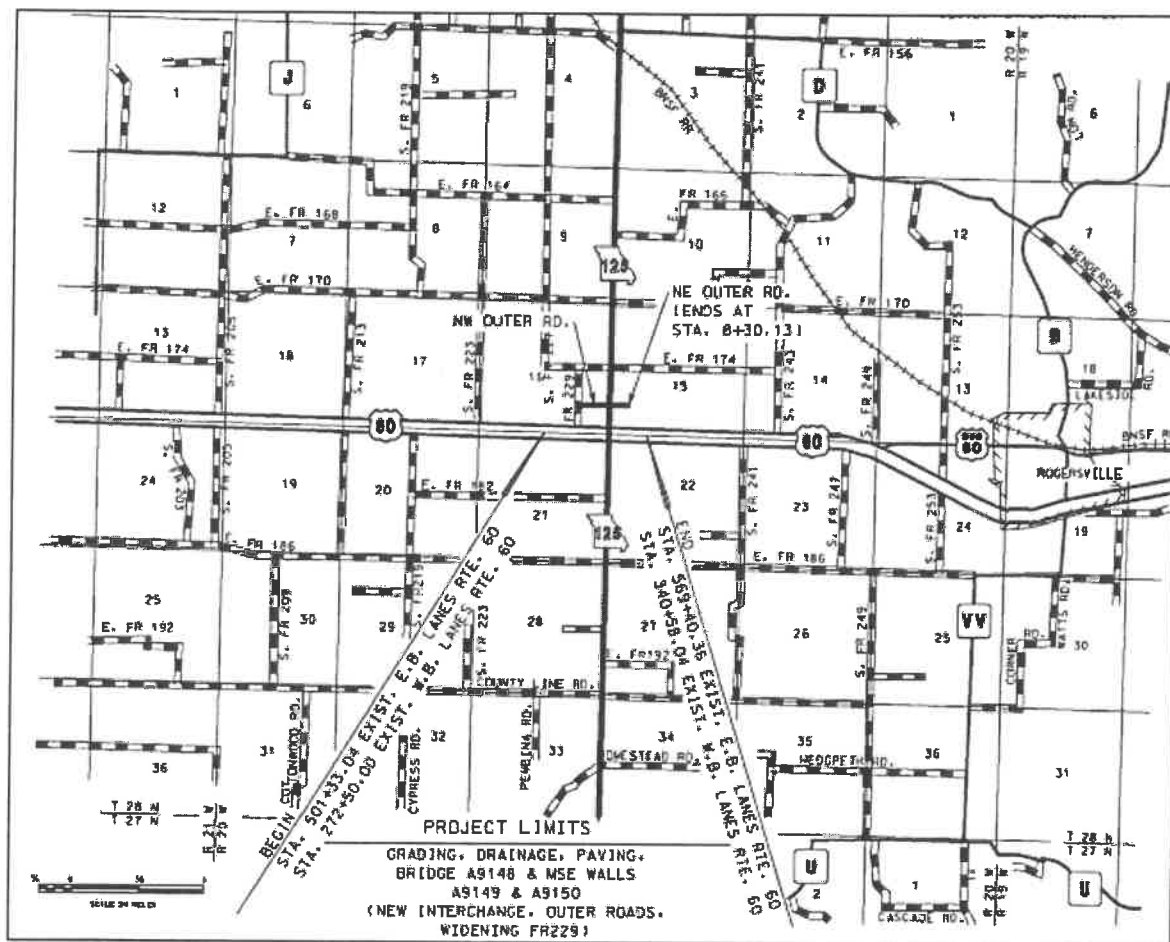
County Counselor

**Auditor Certification**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.



## 10





## 11





**QUOTATION: 33436**

Electronic Contracting Company Inc.  
6501 N 70th St.  
Lincoln, NE 68507

PO Box 29195  
Lincoln, NE 68529

BILL TO		JOB LOCATION	
<b>Company:</b>	GREENE COUNTY OPERATION CENTER	<b>Company:</b>	GREENE COUNTY OPERATION CENTER
<b>Address:</b>	1210 N BOONVILLE AVE SPRINGFIELD, MO 65802	<b>Address:</b>	1210 N BOONVILLE AVE SPRINGFIELD, MO 65802
<b>Contact:</b>		<b>Contact:</b>	
<b>Phone:</b>		<b>Phone:</b>	
		<b>Date:</b>	2022-07-14
		<b>Sales Rep:</b>	
		<b>Phone:</b>	
		<b>Email:</b>	
		<b>Expiration Date:</b>	2022-09-12

TITLE
Sheriff Training Rooms Lectern Touch Panel Add
SCOPE OF WORK

**Sheriff Training Rooms (3) Touch Panel ADD:**

- (3) 10" Touch Control Panels
  - One for each Podium
  - Control Interface "Mirrors" existing control respective to each room.
- LOT. Cat-6 Cabling
- Cabling, Installation, Programming Labor.

***Installed Total Price: \$ 8,485.00***



QUOTATION: 33436

**Terms & Conditions**

**THESE BUSINESS TERMS** (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Support Agreement to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
  - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
  - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.
- 8) **Miscellaneous.**
  - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
  - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
  - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement -** This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0
- 10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.).



**Terms Net 30**

<b>Subtotal:</b>	\$8,485.00
<b>Tax:</b>	0.00
<b>Total:</b>	\$8,485.00

**IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN**

BUYER: \_\_\_\_\_  
(Print Name)

BUYER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SALES REP: \_\_\_\_\_ SALES REP SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name)

**As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.**



**QUOTATION: 33624**

Electronic Contracting Company Inc.  
6501 N 70th St.  
Lincoln, NE 68507

PO Box 29195  
Lincoln, NE 68529

BILL TO		JOB LOCATION	
<b>Company:</b>	GREENE COUNTY OPERATION CENTER	<b>Company:</b>	GREENE COUNTY OPERATION CENTER
<b>Address:</b>	1210 N BOONVILLE AVE SPRINGFIELD, MO 65802	<b>Address:</b>	1210 N BOONVILLE AVE SPRINGFIELD, MO 65802
<b>Contact:</b>	Joshua Helms	<b>Contact:</b>	
<b>Phone:</b>		<b>Phone:</b>	
		<b>Date:</b>	2022-07-19
		<b>Sales Rep:</b>	Logan Hinnant
		<b>Phone:</b>	(417)427-3963
		<b>Email:</b>	lhinnant@eccoinc.com
		<b>Expiration Date:</b>	2022-09-17

TITLE
Greene County decoder v2

SCOPE OF WORK
---------------

PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Other Items</b>				
<b>Other Items</b>				
SPD-151	HANWHA SAMSUNG	Video decoding up to 48 cameras on HDMI / VGA, 1 camera decoding on BNC, Max. 4K resolution@HDMI, Ma	\$480.00	\$14,400.00
FREIGHT		Freight & Manufacturer's Surcharge	\$432.85	\$432.85
<b>Other Items Total:</b>				\$14,832.85
<b>Other Items Total:</b>				\$14,832.85



QUOTATION: 33624

**Terms & Conditions**

**THESE BUSINESS TERMS** (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Support Agreement to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

**1) Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.

**2) Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.

**3) Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.

**4) Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.

**5) Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.

**6) Allocation of Risk.**

**a) Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.

**b) Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**c) Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.

**7) Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.

**8) Miscellaneous.**

**a) Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.

**b) Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.

**c) Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.

**9) Acceptance of Agreement -** This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0

**10) Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.).



QUOTATION: 33624

## Payment Terms

Terms Net 30

Subtotal: \$14,832.85

Tax: 0.00

Total: \$14,832.85

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER:

(Print Name)

BUYER SIGNATURE:

DATE:

SALES REP: Logan Hinnant

(Print Name)

SALES REP SIGNATURE:

Logan Hinnant

DATE:

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.







1. THIRD-PARTY INDEMNIFICATION: When Buyer in the ordinary course of business has the property of others in his custody, or the alarm system extends to protect the persons or property of others, or the alarm system is monitored by others, Buyer agrees to and shall indemnify, defend and hold harmless NetWatch, Inc., its employees and agents for and against

all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including NetWatch, Inc.'s performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of NetWatch, Inc., its employees or agents.

2. NetWatch, Inc. IS NOT AN INSURER: LIQUIDATED DAMAGES, (1) IT IS UNDERSTOOD AND AGREED THAT COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY SHALL BE OBTAINED BY BUYER; THAT PAYMENTS PROVIDED HEREIN ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM AND ARE UNRELATED TO THE VALUE OF BUYER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN BUYER'S PREMISES. BUYER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO BUYER BECAUSE OF, AMONG OTHER THINGS:

a. The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System is designed to protect or avert;

b. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

c. The inability to ascertain what portion, if any, of any loss would be proximately caused by NetWatch, Inc.'s failure to perform or its equipment to operate;

d. The nature of the System installed by NetWatch, Inc.

3. (2) Buyer understands and agrees that if NetWatch, Inc. should be found liable for loss or damage due from failure of NetWatch, Inc. to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, NetWatch, Inc.'s liability shall be limited to \$250.00 as liquidated damages and not as penalty and this liability shall be exclusive, and that provisions of this Section shall apply to loss of damage, irrespective of cause or origin results directly or

indirectly to persons or property from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of NetWatch, Inc., its agents, assigns, or employees. In the event that the Buyer wishes NetWatch, Inc. to assume greater liability, Buyer has the right to obtain from NetWatch, Inc. a higher limit by paying an

additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold NetWatch, Inc. as an insurer.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ONCE SIGNED DOCUMENT BECOMES LEGAL AND BINDING CONTRACT.

Signature \_\_\_\_\_

Date \_\_\_\_\_



Ex 2

Approval of Funding Request

Presiding Commissioner Bob Dixon

Commissioner District 1 Rusty MacLachlan

Commissioner District 2 John C Russell

July 28, 2022

Emergency Rental Assistance – MHDC ERA1  
Agency Funding Request

MHDC ERA1 Disburse #3

E 226-14-531-52248 Rental Assistance ERA I	314,000.00	
B 226-11201 Warrants – COVID Relief Funds		314,000.00
B 901-11243 COVID Relief Funds – Trs Funds	314,000.00	

Broken down to the following vendors in the following amounts

Queue: trs op

Vendor	Disbursement
020466 Council of Churches	170,000.00
021290 OACAC	<u>144,000.00</u>
Total	314,000.00

Note: please do not include an entry to project – These entries will be done manually.

Commission approved, on July 28, 2022 a change in the original March 3, 2022 allocation moving \$170,000 from OACAC to CoC with OACAC's approval. The above disbursements are expected to take care of agency needs until the end of the MHDC ERA1 program.

MHDC Allocation

CCCS	2,527,807.60
OACAC	1,379,229.97
CPO	885,533.48
CCoSMo	880,001.46
CoC	<u>927,427.49</u>
Total	6,600,000.00

Thank you,

Jeffery Scott  
Budget Officer



Ex 3

LAW OFFICES OF  
**ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.**

THE HAMMONS TOWER  
2808 S. INGRAM MILL, A104  
SPRINGFIELD, MISSOURI 65804

RANSOM A. ELLIS, III\*  
JOHN D. HAMMONS, JR.\*\*  
TODD A. JOHNSON  
TRAVIS A. ELLIOTT  
TINA G. FOWLER\*\*\*  
RACHEL A. RISO\*\*\*\*  
PAIGE J. PARRACK  
RASHEL L. PACK  
SOLON MCGEE

TELEPHONE (417) 866-5091  
FACSIMILE (417) 866-1064

RANSOM A. ELLIS, JR. (1920-2012)

ALSO LICENSED IN:  
\* TEXAS  
\*\* ARKANSAS  
\*\*\* OKLAHOMA  
\*\*\*\* KANSAS

OF COUNSEL:  
FRANK M. EVANS, III

July 18, 2022

Greene County, Missouri  
Christopher J. Coulter, County Administrator  
1443 N. Robberson Ave. – 10<sup>th</sup> Floor  
Springfield, Mo. 65802

**RE: Engagement Agreement**

Dear Mr. Coulter:

The purpose of this letter is to set forth an agreement for the provision of legal services by me and the firm of Ellis, Ellis, Hammons & Johnson, P.C. and Greene County, Missouri (hereinafter "you," "client," or "County") relating to the following scope of representation: providing legal counsel and consulting relating to the interpretation and administration of ARPA Acts funds distributed to the County. This scope includes consulting on and drafting policies, guidance and opinions on the permissible use of funds, establishing an application and award process, drafting an agreement between the county and recipient entities, as well as assisting with issues related to administration and recordkeeping functions relating to the ARPA funds. As I have shared with you, there are a number of counties that this firm and I have an existing attorney-client relationship with, as well as other counties that have expressed an interest in this scope of work for which the common participation costs would be shared by those involved, while the cost of addressing specific issues associated with a particular county would not be shared amongst the other participants.

This firm and I agree to represent the County under the following terms and conditions:

1. Our fee will be based on the Fee Schedule attached to this Agreement, and our time will be billed in one-tenth of an hour increments. Our current fee schedule is attached, and you will be notified of any subsequent changes in our fee structure.

2. The term "this firm" means the lawyers for which the fee schedule is applicable, para-professionals, legal clerks, or investigators, and any other personnel employed by the firm. It is agreed that the attorney initially accepting the representation of your interests may, within his discretion, seek the assistance of other attorneys or staff members within the firm regarding legal matters, and may delegate work to be performed in connection with particular legal matters to other personnel.



**ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.**  
SPRINGFIELD, MISSOURI 65804

3. You will be responsible for the payment of all costs and expenses, including (when applicable), but not limited to, postage, photocopies, preparation of documents, long-distance telephone charges, and travel expenses incurred in the furtherance of your interests. Mileage for automobile usage will be charged at the current rate approved by the IRS. Photocopy costs will be charged at the rate of \$0.20 per page.

4. You will normally receive an itemized statement on or before the 10th day of each month reflecting actual services rendered, expenses incurred, the person rendering the service, and the applicable hourly rate. You will be expected to pay all amounts due within thirty (30) days of the date upon which you are billed. A late payment charge of one percent (1%) per month may be assessed against any account balance remaining unpaid for more than sixty (60) days, unless written exception to the contrary is given by this firm.

5. In the event you subsequently discharge this firm, or obtain the substitution of other attorneys before this firm has completed the services for which it is hereby employed, this firm shall then be entitled to payment of all fees through the date of discharge, and the reimbursement of all incurred expenses, as set forth in the preceding paragraphs.

6. This firm has made no representations or warranties as to the prospect for successful termination of any matters, and any expressions made by this firm relative thereto are matters of opinion only.

7. This firm shall have the right to voluntarily withdraw its representation of your interests in the event: (a) you fail to comply with any of the provisions of this agreement; or (b) you fail to make timely payment for the fees and/or costs and expenses billed pursuant to the terms of this agreement; or (c) a dispute arises between you and this firm, or the individual attorney accepting your matter over the handling of this matter; or (d) the firm, or individual attorney accepting your matter, feels ethically compelled to withdraw, or feels that the best interests of both parties would be served by such withdrawal.

8. This firm may request that you provide copies of certain documents necessary to the representation of your interests. It is your responsibility to retain the originals of those documents.

9. Should any provision of this agreement be found to be void or unenforceable, it is the intention of the parties that all other provisions shall be enforceable, and shall remain in full force and effect.

10. The terms of this agreement shall apply to any legal matters referred to me or this firm by the County for which our services may be requested.

11. This agreement shall be the sole agreement between the parties, and the parties agree that there are no promises, representations, or consideration constituting any part of this agreement that are not set forth herein or that have induced either party to execute this agreement and be bound hereby, except as may be included by addendum, or as authorized by this agreement. This agreement may only be modified or altered in writing and signed by the parties.



**ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.**  
SPRINGFIELD, MISSOURI 65804

12. The failure of either party at any time to require performed of any provision of this agreement shall not affect the right of such party at a later time to enforce or require the same, unless waived in writing. No waiver by any party of any condition or breach shall be construed or deemed to be a waiver of any other condition of any term, covenant or warranty contained in this agreement.

13. This agreement shall be binding upon the parties hereto and their respective successors and assigns. This agreement shall not be assigned except upon the written consent of the parties.

14. The term of this Engagement Agreement shall be effective from the date signed by the County, and shall run through December 31, 2022. The term of this Engagement Agreement shall renew for additional periods of one year unless terminated by the parties.

15. The laws of the State of Missouri shall govern the construction and interpretation of this agreement.

16. Upon conclusion of a legal matter, all written materials constituting your file and this firm's work product will be scanned for purposes of retention and all "hard copies" will be shredded. The electronic/scanned copy of the file materials will be retained by this firm for a period of five (5) years. If you desire to have a hard file returned to you upon conclusion of a specific legal matter, please communicate that desire in writing.

17. The signatories to this agreement acknowledge and agree that they are authorized to enter into this agreement on behalf of the respective parties.

If these provisions are agreeable to the County, please authorize this Engagement Agreement and execution of the same, sign the enclosed copy of this agreement, and return a copy to our office and retain a copy for your records.



ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.  
SPRINGFIELD, MISSOURI 65804

ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.

By Travis A. Elliott 07/18/22  
Travis A. Elliott, Shareholder (date)

GREENE COUNTY, MISSOURI

By \_\_\_\_\_  
\_\_\_\_\_ (date)

TAE/

Sender's E-mail Address: telliott@eehjfirm.com  
Sender's After Hours Extension: 214



**ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.**  
SPRINGFIELD, MISSOURI 65804

**FEE SCHEDULE**

<b>Attorneys:</b>	Ransom A Ellis, III	\$200 per hour
	John D. Hammons, Jr.	\$200 per hour
	Todd A. Johnson	\$200 per hour
	Travis A. Elliott	\$200 per hour
	Tina G. Fowler	\$200 per hour
	Rachel A. Riso	\$200 per hour
	Paige J. Parrack	\$200 per hour
	Rashel L. Pack	\$200 per hour
	Solon McGee	\$200 per hour
	Frank M. Evans	\$200 per hour
<b>Paralegals:</b>	Traci J. Burke	\$85 per hour
	Cheryl Stewart	\$85 per hour



Greene County, Missouri

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

  
\_\_\_\_\_  
Rusty MacLachlan, Commissioner District 1

  
\_\_\_\_\_  
John Russell, Commissioner District 2

ATTEST: I, Shane Schoeller, am the duly appointed and acting County Clerk of Greene County, Missouri, and in that capacity, do hereby attest on this \_\_\_\_ day of \_\_\_\_\_, 2022, that the above agreement was executed by Commissioner Bob Dixon, Rusty MacLachlan and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

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

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene county, Missouri, and in that capacity, do hereby certify on this \_\_\_\_ day of \_\_\_\_\_, 2022, that there is an unencumbered balance to the credit appropriation which is to be charged for the County's share of the costs described in this agreement and an unencumbered cash balance in the County treasurer to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

\_\_\_\_\_  
Cindy Stein, Greene County Auditor