

Greene County Commission Briefing
Commission Office
1443 N. Robberson, 10th Floor
September 27, 2018
9:30 a.m.

Present: Bob Cirtin, Harold Bengsch, Rick Artman, Adam Humphrey, Jim Noregan, Kevin Barnes, Jeff Scott, Jarod Denney, Stephanie Hamilton, Jonna Yates, Stephanie Yates, Jennifer Caneer, Chris Coulter, Donna Barton, Melissa Denney, Donna Barton and Megan Applegate

Adam Humphrey Assistant Administrator of the Highway Department presented the Commission with Replacement Project Contract for a bridge located at Farm Road 76. Commissioner Cirtin moved to approve the contract for the bridge located along FR 76. Commissioner Bengsch seconded the motion and was approved unanimously. AYE: Cirtin and Bengsch NAY: None. Abstain: None. Absent: Hough. (Exhibit I.)

Humphrey presented a Striping Agreement with the City of Republic. Commissioner Cirtin moved to approve the striping agreement. Commissioner Bengsch seconded the motion and was approved unanimously. AYE: Cirtin and Bengsch NAY: None. Abstain: None. Absent: Hough. (Exhibit II.)

Purchasing Coordinator Melissa Denney with the Highway department presented the Commission with six items to be sold as surplus property. Commissioner Bengsch moved to approve the request for sale of surplus property. Commissioner Cirtin seconded the motion and was approved unanimously. AYE: Cirtin and Bengsch NAY: None. Abstain: None. Absent: Hough. (Exhibit III)

Resource Management Director Kevin Barnes explained to the Commission that there needs to be a redefine of Wright Auto property. Bob Cirtin moved to approve to alter the use of the Wrights auto facility. The Sheriff will get the use of most of the north portion of the property and a part of the north portion will be converted by commission to house the jail advanced team. The South portion of the property will continue to be used for construction staging. The future use will remain parking. Commissioner Bengsch seconded the motion and was approved unanimously. AYE: Cirtin and Bengsch NAY: None. Abstain: None. Absent: Hough.

Barnes updated the Commission that two wells were drilled in the area where the new jail will be placed and both samples came back clear. Barnes also updated on the progress of the Operations Center.

Pre-Trial Officer Stephanie Hamilton introduced new employees Jonna Yates, Stephanie Yates and Jennifer Caneer. Hamilton informed Commission that currently there are 114 clients on supervision with 253 cases. There are 24 clients on county paid GPS. Plea to sentence is approximately 189 days. Pre-Trial Officer Jarod Denney provided the Commission with a handout that was given to the Judges to explain the services provided by Pre-Trial. (Exhibit IV)

Public Information Officer Donna Barton informed the Commission that a request from the News Leader was received in regards to a contract with a particular vendor and would like to get all parties together for a discussion to provide appropriate documentation to the News Leader.

With no other business the meeting was adjourned.

ex 1



AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of _____, 2018, by and between the County of Greene, ("County"), and _____, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in PART IV, Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Constructing Bridge 760070 on Farm Road 76 services in accordance with PART IV, Scope of Services, included herein. Reference Bid # 18-10674 Project Number 16217.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on _____ ("Commencement Date") and shall continue through _____.
- D. **Party Representatives:**
 - D.1. The County designates the following person to act on County's behalf: Rick Artman, P. E., Highway Administrator.
 - D.2. The Contractor designates the following person to act on Contractor's behalf: _____
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in Part II ("General Provisions"). The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii)

the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County

which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
 - c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
 - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6. Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7. Proprietary Information. All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

3.8. Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work: Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefor shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. **Conflicts of Interest**
- 3.18. No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is

interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.

- 3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Greene County
 Highway Department
 2065 N. Clifton
 Springfield, Missouri 65803

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").
- 4.7. **Precedence.** In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence

and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

PART III SPECIAL PROVISIONS

Greene County General Provisions and Job Special Provisions included in SECTION 4 ADDITIONAL INFORMATION of the BRIDGE REPLACEMENTS, CONTRACT DOCUMENTS, CONSTRUCTING BRIDGE 1930210 ON FARM ROAD 193, Reference Bid #17-10591, Project Number 09045 shall apply.

PART IV SCOPE OF SERVICES

The Scope of Services shall be as detailed in CONSTRUCTION PLANS, BRIDGE REPLACEMENT PROJECT FOR BRIDGE NO. 1930210 OVER HUNT BRANCH CREEK, FARM ROAD 193, GREENE COUNTY, MISSOURI

PART V BUDGET

Pricing shall be in accordance with ATTACHMENT III, BID FORM AND ITEMIZED BID ITEMS dated August 28, 2018 ^{August} ~~September~~ ^{JN.} and any subsequent change orders..

Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor agrees to provide supporting documentation to invoicing as requested by County.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

By: 

Its: Highway Administrator

By: 

Its: Presiding Commissioner

By: 

Its: Commissioner District 1

By: _____

Its: Commissioner District 2

(CONTRACTOR'S NAME) Boone Construction Co.

By: 

Its: PRESIDENT

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

ATTEST:
By: 

Greene County Clerk

Approved as to form:


Greene County Counselor

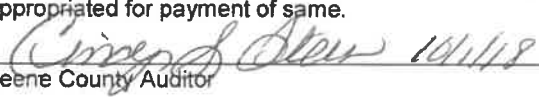
Contractor Information

Address for Notices and Payments:

Attn:
Telephone Number:
Fax Number:

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.


Greene County Auditor

ex 2

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2018, between the City of Republic (hereinafter referred to as "City") and Greene County, Missouri (hereinafter referred to as "County").

WHEREAS, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, the City maintains certain streets within its municipal boundaries and is desirous of controlling the cost of striping of paved surfaces by coordinating with the County's striping equipment; and

WHEREAS, County is agreeable to provide the City certain paint, labor and equipment to stripe certain farm roads which are located within the municipal boundaries of the City upon the terms and conditions of this Agreement which will serve to improve the network of roads throughout the County and public safety.

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

1. Greene County, by and through its Highway Department, agrees to perform and complete the longitudinal striping of those portions of the following roads (Identified in Exhibit A) which are located within the municipal boundaries of the City on or before November 31, 2018;

- a. Elm Street: From Main Street to the east City Limits
- b. Main Street: From Hwy 174 to US 60
- c. Miller Road: From Route P to Lynn Street
- d. Hines Street: From Hwy 174 to the west City Limits

2. Greene County, by and through its Highway Department, will provide the paint, labor and equipment to stripe the aforesaid mentioned portions of said roads, which will consist of edge, center line and center turn lane markings.
3. Striping materials utilized by County will consist of MoDOT approved water-born pavement striping paint and MoDOT approved Type I Glass Beads which shall be applied in conformity with MoDOT specifications.
4. Inspection of all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to striping.
5. The City shall reimburse the County for the actual labor and paint costs associated with the striping of said roadways. Promptly after completion of the striping, the County shall furnish the City an itemized bill for the actual labor, equipment and material costs incurred by the County in connection with the striping of the designated portions of said roadways. The City shall remit payment to the County within forty-five (45) days after the City's receipt of the County's invoice.
6. By striping certain roads located within the boundaries of the City, the County shall gain no interest in any constructed roadway or improvements or be obligated to paint or keep them in repair. Upon completion of the painting of said

roadways, the City shall maintain the roadways for all purposes as part of its street system, at its own cost and expense, and at no cost or expense whatsoever to the County.


7. The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the State and, as such, the County and the City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the City or the County.
8. To the extent allowed or imposed by law, City shall defend, and indemnify and hold harmless the County, including County's Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person including personal injury or death, for any matter related to or arising out of the County's performance of its obligations under this Agreement. This provision does not, however, require City to indemnify, hold harmless, or defend the County from the County's own negligence.
9. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by Federal and State Constitutions, statutes, and laws.


10. This Agreement sets forth the entire Agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. This Agreement may only be modified by written instrument executed by the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

11. The City agrees to pass such orders, ordinances, or motions as may be necessary to implement the terms and conditions of this Intergovernmental Cooperative Agreement.

IN WITNESS WHEREOF, Greene County, Missouri, acting through its County Commission, and the City of Republic, Missouri, acting through its Mayor and City Administrator have caused this Intergovernmental Cooperative Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Council, as of the day and year first above written, and hereby further agree that this Agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

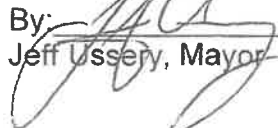
GREENE COUNTY, MISSOURI

By: 
Bob Cirtin
Presiding Commissioner

By: 
Harold Bengsch
Commissioner 1st District

By: _____
Lincoln P. Hough
Commissioner 2nd District

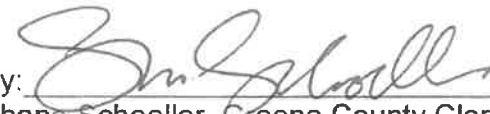
CITY OF REPUBLIC, MISSOURI

By: 
Jeff Ussery, Mayor


ATTEST:

By: 
Brenda Jackson, City Clerk

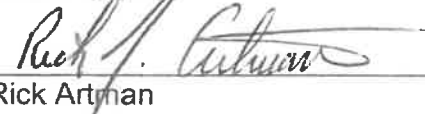
ATTEST:

By: 
Shane Schoeller, Greene County Clerk

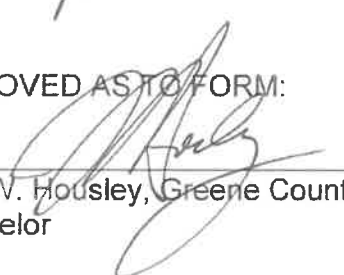
APPROVED AS TO FORM:

By: 
Scott Ison, City Attorney

**GREENE COUNTY HIGHWAY
ADMINISTRATOR**

By: 
Rick Artman

APPROVED AS TO FORM:

By: 
John W. Housley, Greene County
Counselor

1500-002\593403.doc

AUDITOR CERTIFICATION

I CERTIFY THAT THE EXPENDITURE CONTEMPLATED BY
THIS DOCUMENT IS WITHIN THE CURRENT FUND'S
APPROPRIATION TO WHICH IT IS TO BE PAID AND THAT
THERE IS AN UNENCUMBERED BALANCE OF ANTICIPATED
REVENUE APPROPRIATED FOR PAYMENT OF SAME.

 10/1/18
AUDITOR

EX3

VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

<u>Vehicle</u>		Acquired	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
GC ID#	Date								
0269519	01/19/06		15,616.43	101-13-501-56611	0.00	1 - 1500	Best guess from past auctions	Sheriff	101-96-48193
Unit#	Mileage	Year	Make	Model	VIN#				
Old 011068	83,922	2006	Chevrolet	Impala	2G1WB55K969269519				
Disposal Restrictions				Yes	No				
Solicited other departments for need					x				
					x				
					x				

Notes and explanations: Bad Transmission

Presiding Commissioner Approval:  Date Auditor Notified: 09/25/18 Angie Crews

Commissioner, 1st District Approval:  Date Treasurer Notified: _____


Commissioner, 2nd District Approval: _____


**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

<u>Vehicle</u>		Acquired		Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
GC ID#	Date									
0266753	12/04/07			15,756.00	244-31-202-56611	0.00	Unknown			
Unit#	Mileage	Year	Make		Model		VIN#			
Old 011093	91,070	2008	Chevrolet		Impala		2G1WB58K489266753			
		Disposal Restrictions		Yes	No					
		Solicited other departments for need								

Notes and explanations: Wrecked Sell for salvage

Presiding Commissioner Approval:  Date Auditor Notified: 09/25/18 Angie Crews

Commissioner, 1st District Approval: 

Commissioner, 2nd District Approval: _____ Date Treasurer Notified: _____

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0410387	04/24/06	20,795.74	201-63-581-56616	0.00	25-3800	Kelley Blue Book	Highway	201-96-48196
Unit#	Mileage	Year	Make	Model	VIN#			
Old 099133	155,958	2006	Ford	F-250 4x4 Super Cab	1FTSX21516ED10387			
Disposal Restrictions				Yes	No			
Solicited other departments for need								
				x				
				x				
				x				

Notes and explanations:

Presiding Commissioner Approval:

Commissioner, 1st District Approval:

Commissioner, 2nd District Approval:

Date Auditor Notified: 09/25/18

Anjie Crews

Date Treasurer Notified:

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0082100	09/22/08	94,545.04	201-63-581-56616	21,010.01	10 - 15000	Government auction searches	Highway	201-96-48196
Unit#	Mileage	Year	Make	Model	VIN#			
Old 099312	106,958	2009	International	7400 SFA 4X2	1HTWDAAN49J082100			
Disposal Restrictions				Yes	No			
Solicited other departments for need								
				x				
				x				
				x				

Notes and explanations:

Presiding Commissioner Approval: _____

Commissioner, 1st District Approval: _____

Commissioner, 2nd District Approval: _____

Date Auditor Notified: 09/25/18

Angie Crews

Date Treasurer Notified: _____

[Handwritten signatures]

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0082101	08/18/08	94,545.04	201-63-581-56616	21,010.01	10 - 15000	Government auction searches	Highway	201-96-48196
Unit#	Mileage	Year	Make	Model	VIN#			
Old 099313	78,896	2009	International	7400 SFA 4X2	1HTWDAAN69J082101			
			Disposal Restrictions	Yes	No			
			Solicited other departments for need					

Notes and explanations:

Presiding Commissioner Approval:

Commissioner, 1st District Approval:

Commissioner, 2nd District Approval:

Date Auditor Notified: 09/25/18

Angie Crews

Date Treasurer Notified:

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0518716	05/01/88	131,600.00	201-63-681-56689	0.00	5-10,000	Internet Search	Highway	201-96-48196
Unit#	Mileage	Year	Make	Model	VIN#			
099520	11724 hrs	1988	John Deere	844	DW0844B518716			
		Disposal Restrictions		Yes	No			
		Solicited other departments for need						

Notes and explanations:

Presiding Commissioner Approval: _____
 Commissioner, 1st District Approval: _____
 Commissioner, 2nd District Approval: _____
 Date Auditor Notified: 09/25/18 Angie Crews
 Date Treasurer Notified: _____



County of **GREENE** *State of Missouri*



PRE TRIAL SERVICES OFFICE

GREENE COUNTY COURTS FACILITY
1010 Boonville Avenue
Springfield, Missouri 65802
(417)829-6578
FAX (417)829-6032

September 20, 2018

Greene County Circuit Court
1010 Boonville
Springfield, Mo. 65802

Dear Gentlepersons of the Court:

Here is, upon request, a brief summary of the services we are able to provide.

General Supervision: Upon first meeting our officers review all of the conditions of release with our clients to insure compliance. We also have each client report weekly by telephone to update any changes in address or phone number as well as to review any upcoming court dates. When applicable, we may contact sober living homes or drug / alcohol / mental health / treatment service providers to ensure compliance with the conditions of release. When clients request help with finding housing, treatment, or other services we are able help them apply for qualifying programs. When clients incur violations we generally discuss the violations with the clients, attempt to find a solution to prevent future violations, and file a corresponding report with the court.

Alcohol Monitoring: Our office contracts for the installation and monitoring of SCRAM alcohol bracelets for individuals placed under supervision. These bracelets monitor for alcohol consumption 24 hours a day, seven days a week through the continuous monitoring of perspiration. The device also monitors temperature and electrical resistance to prevent tampering (ex. placing plastic between the monitor and the skin). Defendants report once per week to have the device's stored data downloaded for analysis. The ensuing report will contain any violations for consumption or tampering. The reports generally take 3-4 days to generate but can be expedited upon request. Each SCRAM unit costs \$10 per day of operation. Our contract includes expert testimony from SCRAM Systems if necessary. If the defendant is unable to cover the cost, our office may pay for the bracelet so long as they have a verifiable home plan, a co-signer in case of loss or destruction, and do not have a history of tampering with bracelets.

GPS Monitoring: Our office also contracts for GPS monitoring at a cost of \$9 per day per bracelet. No phone is necessary for this service. The GPS bracelet

sends tracking satellites a "ping" once per minute and the results are accurate to within 20 feet. The GPS system will also save all the data on a subject's location, providing a history of movement. Our GPS contractor checks each individual defendant's movement on a daily basis for violations. Also, the GPS provider can create "exclusion zones," or areas where entry will create an instant alert (ex., victims' addresses). As with the SCRAM devices, our office may pay for the service so long as the client has a verifiable home plan and a co-signer.

Drug Testing: Our office contracts for drug and/or alcohol urinalysis through Averhealth of Springfield, located downtown. Defendants are required to have a photo I.D. and pay \$15 for each test. Samples are sent to a lab in St. Louis for analysis and results are generally sent to our office within a few business days. Drug tests are six panel, testing for amphetamines, benzodiazepines, cocaine, opiates, and dilution. When testing is ordered as a condition of release we generally schedule it once per week at random. Certified lab technicians from Averhealth are available for testimony given sufficient notice.

Please feel free to contact our office should you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Bret Kaiser', written in a cursive style.

Bret Kaiser, Pretrial Services Officer