Bob Dixon

Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

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



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP County Administrator

> Megan Applegate Executive Assistant

## **COUNTY COMMISSION**

Greene County, Missouri (417) 868-4112

**Greene County Commission Commission Briefing Minutes** 

**Tuesday, May 9, 2023** 9:00 AM Historic Courthouse, Room 212 940 N: Boonville Ave. PLEASE CHECK & RETURN

PC QUIA

\*\*Meeting Information

Meeting link: https://gcmo.webex.com/join/mapplegate

Access code: 2499 501 7983

More ways to join

Join by phone:

+1-415-655-0001

Access code: 2499 501 7983

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Jeff Scott, Adam Humphrey, Kami Johnson, Brian Henry, Justin Hill and Cindy Stein.

Teleconference Attendees: Jim Arnott, Phil Corcoran, Rance Burger, John Russell (voting via telephone), Jeff Basham, Crystal Richards, Andrea Stewart, and Cheryl Dawson-Spaulding.

#### Informational Items

### **Budget-Jeff Scott**

- ERA1 and ERA2 update.
- Various funds update.

#### Human Resources-Brian Henry (BPJ Broker)

Workers Comp Ins. Update.

#### Chris Coulter

- PIO availability update.
- Open enrollment update.
- BOA reminder.

## Items for Consideration and Action by the Commission

Discussion and Possible Vote: Approval of FY 2023 Homeland Security Grant Application, Sheriff Commissioner Rusty MacLachlan moved to approve the application of the FY 2023 homeland security grant as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Approval for Filming Contract with Langley, Sheriff's Office Commissioner Rusty MacLachlan moved to approve the filming contract with Langley productions. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

# Discussion and Possible Vote: Approval for School Crossing Guard Services (City of Springfield). Highway

Commissioner Rusty MacLachlan moved to approve the school crossing guard services as presented. Commissioner John Russell seconded the motion and it passed. No: Dixon, MacLachlan and Russell.

## Discussion and Possible Vote: Approval for School Crossing Guard Services (Springfield Public Schools).

Commissioner Rusty MacLachlan moved to approve sending the letter for school crossing guard services as presented. Commissioner John Russell seconded the motion and it passed. No: Dixon, MacLachlan and Russell.

# Discussion and Possible Vote: Approval for School Crossing Guard Services (Everything Parking, Inc.). Highway

Commissioner Rusty MacLachlan moved to approve sending the letter for school crossing guard services as presented. Commissioner John Russell seconded the motion and it passed.No: Dixon, MacLachlan and Russell.

## Other:

With no other business the meeting was adjourned.

Bob Dixon Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

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



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP

County Administrator

Megan Applegate Executive Assistant

## **COUNTY COMMISSION**

Greene County, Missouri (417) 868-4112

**Greene County Commission Commission Briefing Agenda** 

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#### Informational Items

Budget
Human Resources
Chris Coulter
Public Information Office

## Items for Consideration and Action by the Commission

Discussion and Possible Vote: Approval of FY 2023 Homeland Security Grant Application, Sheriff

Discussion and Possible Vote: Approval for Filming Contract with Langley, Sheriff's Office

Discussion and Possible Vote: Approval for School Crossing Guard Services (City of Springfield), Highway

Discussion and Possible Vote: Approval for School Crossing Guard Services (Springfield Public Schools), Highway

Discussion and Possible Vote: Approval for School Crossing Guard Services (Everything Parking, Inc.), Highway

Other:



March 22, 2023

Sheriff Jim Arnott %: Cpl. Paige Rippee Greene County Sheriff's Office 5100 W. Division St. Springfield, MO 65802

#### Sheriff Arnott,

This letter will confirm our understanding of conditions under which Langley Productions, Inc. ("LP") will produce episodes of COPS with the cooperation of the <u>Greene County Sheriff's Office ("GCSO")</u>:

- The GCSO will be fully consulted in advance of LP filming, after which the GCSO will LP reasonable access to officers and situations such officers encounter.
- 2. All LP film activity will be subject to and under control of the GCSO officer in charge. LP agrees that it will not interfere with the officers' regular work obligations and/or the efficient operation of the GCSO. LP, its agents and employees, will at all times obey the commands and directions of any GCSO officer for health, safety, security or operational reasons.
- 3. LP recognizes that some officers and citizens may refuse to be filmed and that the GCSO has no obligation to compel them to do so. LP agrees that all filming of GCSO personnel will be undertaken with the employees' consent and that no employee will be compensated by LP for any time, effort or other cooperation expended on the program.
- 4. LP grants GCSO the right to review and comment on completed rough cuts prior to "onlining" for broadcast for purposes of accuracy, protection of nonpublic information and
  investigatory techniques and otherwise for the protection of the public trust. LP agrees to provide
  the GCSO's Designated Officer with copies of each segment no less than twenty (20) working
  days prior to segment on-lining. In consideration of the time-sensitive nature of LP delivery
  requirements, GCSO agrees to provide any notes regarding substantive segment content within
  ten (10) working days of receipt of the proposed segment. LP agrees to abide by the determination
  of the GCSO and to remove or revise portions of the segment as the GCSO deems necessary.

Page 1 of 4



- 5. LP understands that it is operating as an independent contractor and is not an employee or agent of the GCSO. LP agrees that it shall indemnify, defend and hold harmless, the GCSO and Greene County, Missouri, their elected officials or their respective officers, employees, agents, attorneys, successors, administrators and assigns from and against any and all claims for damage and liability for injury to or death of persons and for damage to or destruction of property occurring during and arising out of the acts or omissions of LP, its employees and/or agents with regard to LP's filming, and shall pay the reasonable cost of defending lawsuits resulting therefrom, including, but not limited to, reasonable attorneys' fees, court costs and any judgment awarded to a third party as the result of such suit. In accordance with the foregoing, LP also agrees to indemnify, defend and hold harmless the GCSO and Greene County, Missouri from and against all claims related to intellectual property claims arising out LP's filming activities. Notwithstanding the foregoing, LP shall not be responsible for any claims, damage, destruction or other liability arising from the acts or omissions of GCSO or Greene County, Missouri, their officers, agents or administrators or any other act or omission outside of its control.
- 6. The Greene County Sheriff's Office and Greene County Missouri shall be named as additional insureds on LP's Comprehensive General Liability Insurance Policy, which shall be written up to a minimum of \$1,000,000.00 per person, \$10,000,000.00 per occurrence in coverage. LP's insurance coverage shall be primary insurance with respect to the GCSO and Greene County, Missouri, their elected officials or their respective officers, employees, agents, attorneys, successors, administrators and assigns. Any insurance or self-insurance maintained by the GCSO or Greene County, Missouri, their officers, agents, employees or administrators shall be in excess of LP's insurance, and shall not contribute with it.
- 7. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver of limitation of the rights or defenses of the Sheriff of Greene County, Missouri, said County, or their elected officials, or their respective officers, employees, agents, attorneys, successors, administrators and assigns, with regard to applicable sovereign, governmental or Individual immunities and any other protections or defenses as provided by federal and state laws, including those applicable to public entities or public officers. Further, the maintenance of insurance by any party shall not be construed as waiving such, nor shall any party maintain insurance that can reasonably be construed as waiving such public entity and officer immunity and defenses.
- 8. "In the event of litigation between the parties arising out of or related to this agreement, such action shall be initiated and maintained in the United States District Court for the Western District of Missouri, or if that court lacks or refuses to accept jurisdiction, then in the Circuit Court of Greene County, Missouri."

Page 2 of 4

# LANGLEY

Accepted and Agreed:

Zach Ragsdale Producer, COPS LANGLEY PRODUCTIONS, INC. Greene County Sheriff's Office

Approved as to form:

Damon Phillips -11F9CON7116R4F4

4/11/2023

Damon Phillips

Greene County Sheriff's Office Legal Counsel

GREENE COUNTY COMMISSION

Bob Dixon, Presiding Commissioner

Rusty MacLachian, Associate Commissioner District #1

John Russell, Associate Commissioner District #2

Page 3 of 4

# LANGLEY

Share 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 <u>Mill</u> day of <u>Missouri</u>, 2021, that there is an unencumbered balance to the credit of the 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 treasury 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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Liriam Valdez Momentous Insurance Brokerage, Inc. IAC. No. Exti: 818.574.0476 PHONE A Marsh & McLennan Agency LLC Company FAX (A/C, No): 595990 Sepulveda Blvd Suite 500 liriam.valdez@mmibl.com Van Nuys, CA 91411 MSURER(S) AFFORDING COVERAGE NAIC # MISURER A: Atlantic Specialty Ins Co. 27154 INSURED Langley Productions, inc. INSURER B: 1111 Broadway MSURER C : Santa Monica, CA 90401 INSURER D : INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY A N CP08987-02 EACH OCCURRENCE 1,000,000 12/31/2022 12/31/2023 \$ PREMISES (En cocurre X COMMERCIAL GENERAL LIABILITY 1,000,000 \$ CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGAT GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 PRODUCTS - COMPION AGG \$ POLICY X PRO-\$ AUTOMOBILE LIABILITY DMBINED SINGLE LIMIT 1,000,000 Y M CP08987-02 12/31/2022 12/31/2023 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS SODILY INJURY (Per ad X HIRED AUTOS ж PER ACCIDENT \$ UMBRELLA LIAR × A OCCUR 10,000,000 EX04063-02 12/31/2022 EACH OCCURRENCE \$ 12/31/2023 X EXCESS LIAB CLAIMS-MADE AGGREGATE 10,000,000 DED X RETENTIONS WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTMER/EMECUTIVE
OFFICER/MEMBER EXCLLIDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below WC STATU-NIA E.L. EACH ACCIDENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, If more space is required)

N/A N/A

The Certificate Holder is included as an additional insured under the General Liability or Auto Liability policies and a loss payee under the productions package policy but only as respects their agreement with the named insured for the renewal or lease of props, sets & wardrobe, equipment, vehicles or premises for the production: "COPS" Season 36

02/15/2023 05/15/2024

710-000-000-TBD

Production Package Portfolio

CERTIFICATE HOLDER	CANCELLATION
The Greene County Sheriff's Office and Greene County, Missouri 5100 W. Division Springfield, MO 65802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

See Below

A

IOTEPAD	INSURED'S NAME	Langley Productions, Inc.	PAGE Date 04/13/2023
OVERAGE rops, Sets & Wardrobe iscellaneous Equipment lird Party Property Dams	LIMITS \$1,000,000 / \$ 2,5 \$1,000,000 / \$ 2,	DEDUCTIBLE 00 500	041 (04020
		,500 uded in Misc. Equipment lin/\$7,500 max	