

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd 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 Minute**

Thursday, January 21, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th 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

Attendees: Bob Dixon, John Russell, Chris Coulter, Aubrey Hardy, Donna Barton and Clay Goddard.

Teleconference Attendees: Rusty MacLachlan, Richard Kessinger, Jeff Bassham, Justin Hill, Mike Cagle, Andrea Stewart, Cindy Stein, Bill Prince, Kevin Barnes, Tina Phillips, Phil Corcoran, Rob Rigdon, Franz Williams, Crystal Richards, Mailyn Jeffries, Royce Denny, and Kevin Barnes.

Informational Items

Health Department-Clay Goddard

- COVID Update
- Vaccination Progress

Resource Management-Kevin Barnes

- Parking Lot Progress
- Jail Update
- Media Coverage Update
- Hiring Position Opening
- Interoffice Updates

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Surplus Property, Highway

- Commissioner Rusty MacLachlan made a motion to approve the Surplus Property for the Highway Department. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX2) Discussion and Possible Vote: MOU between GCJO and SPS regarding provision of by the Schools of the Homework Assistance Program (HAP), Juvenile

- Commissioner John Russell made a motion for the approval of the Presiding Commissioner to sign the MOU between GCJO and SPS regarding provision with Schools of the Homework Assistance Program (HAP). Commissioner Rusty MacLachlan seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802

www.greenecountymo.gov

Discussion and Possible Vote: Request Emergency Approval to Pay Overtime, Assessors Office

- Commissioner Rusty MacLachlan made a motion to approve the emergency overtime pay request through April 1, 2021. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.
- No document will be attached

EX3) Discussion and Possible Vote: Human Resources Position(s) Request, Human Resources

- Upon discussion, this change will net \$30K annually in savings.
- Commissioner Rusty MacLachlan made a motion to approve the Human Resources Position(s) Request. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.
- For more information see attached exhibit.

Discussion and Possible Vote: Commission Representative on Ozark Transportation Organization Board

- Commissioner John Russell made a motion to appoint Commissioner Rusty MacLachlan and Commissioner John Russell to be Commission representatives for the Ozark Transportation Organization Board. Commissioner Rusty MacLachlan seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.
- No document will be attached

Discussion and Possible Vote: Commission Representative on Ozarks Headwaters Recycling & Materials Management District Board (OHRD)

- Commissioner John Russell made a motion to appoint Commissioner Rusty MacLachlan and Commissioner John Russell to be Commission representatives for the Ozarks Headwaters Recycling & Materials Management District Board. Commissioner Rusty MacLachlan seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.
- No document will be attached

Other:

With no other business the meeting was adjourned.

EX 1

GREENE COUNTY, MISSOURI
Vehicle 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. It is requested that the item(s) listed below be sold:

Date: 01/13/21 Prepared by: Dean Cary Phone: 829-6267 Fixed Asset # 0161911 Acquire Date 07/03/19

Unit #	VIN / Serial #	Mileage	Year	Make	Model	Current Department
161911	2C3CDXKT4K H647215	19,083	2019	Dodge	Charger	Sheriff

Estimated Value	Source	Book Value	Acquired Funds Account	Condition Code	Reason for Disposal code	Method of Disposal Code	Expected Date of Disposal
24,550.00	NADA	25,097.87	216-31-204-56611	P	1	E	

Disposal Restrictions Yes No Solicited other departments for need Yes No (check one)

Notes and explanations: Totalled in Incident 20-53

Deputy Westbrook's unit



Presiding Commissioner Approval: [Signature] Date Auditor Notified: 1/13/21 Angie Crews

Commissioner, 1st District Approval: [Signature] Date Treasurer Notified: _____

Commissioner, 2nd District Approval: [Signature] Apply to Account # 216-96-48196

Condition Code	Reason for Disposal Code	Recommended Method of Disposal Code
P - Poor F - Fair	G - Good E - Excellent 1 - Incident / Major Repair 2 - Beyond economic repair 3 - Obsolete	A - Transfer to other dept B - Trade in / Buy Back C - Sell D - Recycle E - Salvage / Refuse F - Cannibalize G - Other Gov't Agency H - Disposed without approval

Auditor's Office Use Only

Marked for Deletion	Subassets ?	Trs Receipt #	Receipt Date	Sold Amount
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Vehicle 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. It is requested that the item(s) listed below be sold:

Date: 12/03/20 Prepared by: Clarence Andrews Phone: 829-6549 Fixed Asset # 0204797 Acquire Date 08/11/09




Unit #	VIN / Serial #	Mileage	Year	Make	Model	Current Department
099303	1HTWDAAN6AJ204797	100,432	2010	International	7400 SFA 4x2	Highway

Estimated Value	Source	Book Value	Acquired Funds Account	Condition Code	Reason for Disposal code	Method of Disposal Code	Expected Date of Disposal
15-20,000	Recent Sales results	0.00	201-63-581-56616	F	4	G or C	

Disposal Restrictions Yes No (check one, if yes explain below) Solicited other departments for need Yes No (check one)

Notes and explanations:

Units were upgraded.
Will offer to other government agencies in surrounding communities first and then sell on Gov Deals if necessary.

Presiding Commissioner Approval:  Date Auditor Notified: 1/13/21 Angie Crews
 Commissioner, 1st District Approval:  Date Treasurer Notified: _____
 Commissioner, 2nd District Approval:  Apply to Account # 201-96-48196

P - Poor F - Fair	Condition Code	Reason for Disposal Code	Recommended Method of Disposal Code	
			A - Transfer to other dept B - Trade in / Buy Back C - Sell D - Recycle	E - Salvage / Refuse F - Cannibalize G - Other Gov't Agency H - Disposed without approval
	G - Good E - Excellent	1 - Incident / Major Repair 2 - Beyond economic repair 3 - Obsolete	4 - Replaced by upgrade 5 - Theft	

Auditor's Office Use Only

Marked for Deletion	Subassets ?	Trs Receipt #	Receipt Date	Sold Amount
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Vehicle Surplus Property Sale Request

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Date: 12/03/20 Prepared by: Clarence Andrews Phone: 829-6549 Fixed Asset # 0204796 Acquire Date 08/11/09

Unit #	VIN / Serial #	Mileage	Year	Make	Model	Current Department
0999332	1HTWDAAAN4AJ204796	100,432	2010	International	7400 SFA 4x2	Highway

Estimated Value	Source	Book Value	Acquired Funds Account	Condition Code	Reason for Disposal code	Method of Disposal Code	Expected Date of Disposal
15-20,000	Recent Sales results	0.00	201-63-581-56616	F	4	G or C	

Disposal Restrictions Yes No (check one, if yes explain below) Solicited other departments for need Yes No (check one)

Notes and explanations: Units were upgraded.
 Will offer to other government agencies in surrounding communities first and then sell on Gov Deals if necessary.



Presiding Commissioner Approval: *[Signature]* Date Auditor Notified: 1/13/21 Angie Crews
 Commissioner, 1st District Approval: *[Signature]* Date Treasurer Notified: _____
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Condition Code	Reason for Disposal Code	Recommended Method of Disposal Code
P - Poor	1 - Incident / Major Repair	A - Transfer to other dept
F - Fair	2 - Beyond economic repair	B - Trade in / Buy Back
	3 - Obsolete	C - Sell
	4 - Replaced by upgrade	D - Recycle
	5 - Theft	E - Salvage / Refuse
		F - Cannibalize
		G - Other Gov't Agency
		H - Disposed without approval

Auditor's Office Use Only	Marked for Deletion	Subassets ?	Trs Receipt #	Receipt Date	Sold Amount

MEMORANDUM OF UNDERSTANDING

This Intergovernmental Memorandum of Understanding is made and entered into this 1st day of January, 2021, by and between Greene County Juvenile Division, (hereinafter referred to as "County") and Legal Services of Southern Missouri, (hereinafter referred to as "LSSM").

WITNESSETH:

WHEREAS, LSSM is a corporation formed to provide legal services to low-income persons; and

WHEREAS, County desires to have LSSM provide legal representation for low-income parents of juveniles who are parties to abuse and/or neglect cases filed in Greene County Family Court; and

WHEREAS, it serves the public welfare and interest and provides to low-income or indigent persons such representation; and

WHEREAS, the parties desire to confirm the parties understandings.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties covenant and agree as follows:

1. LSSM agrees to provide legal representation for the twelve (12)-month period ending December 31, 2021, for low-income or indigent parents of juveniles who are parties to an abuse/neglect case filed in the Greene County Family Court. The expenditures scheduled for the calendar year 2021 shall be subject to budgetary appropriation.
2. County agrees to pay to LSSM for such services the sum of \$210,000 per calendar year, payable in four (4) quarterly payments on the last day of March 2021, and thereafter on the last day of each quarter thereafter during the term of this agreement.

3. LSSM anticipates it will provide a minimum of two attorneys and one support staff member to carry out its duties under this agreement. The attorneys and staff shall devote at least 75 percent of their time to this contract.
4. As soon as reasonably practical after December 31, 2021, LSSM agrees to provide County and the County Commission with a year-end report outlining the activities and outcome of this service provided by LSSM. The purpose of this report will be to evaluate the success and effectiveness of providing this service.
5. LSSM may decline representation of any proposed client in the event of a conflict of interest.
6. LSSM shall accept the referrals to provide counsel for low-income parents of juveniles who are parties to any abuse and neglect proceeding.
7. County agrees to refer the parent(s) to LSSM at the time of the filing of any petition/request for protective custody by any juvenile officer, and LSSM agrees to continue the representation through all proceedings at the Circuit Court level concerning such matter. This agreement does not include termination of parental rights proceedings, except voluntary terminations. The attorney fee assessed to the State of Missouri for such voluntary terminations, where LSSM provided counsel, shall be paid to Greene County, Missouri.
8. The Juvenile Court shall notify LSSM of the referral by telephone or facsimile on the date of such referral. LSSM shall screen any such referrals to determine the existence of any conflict of interest.
9. LSSM agrees to provide ancillary litigation to the abuse and neglect matter including, but not limited to, paternity actions, orders of protection, or divorces on behalf of clients.


However, such ancillary litigation must be necessary to conclude pending juvenile matters under this Memorandum of Understanding. This provision does not include termination of parental rights proceedings, except voluntary terminations (see paragraph 7.) Such clients must be income and asset eligible under other LSSM funding sources.

10. LSSM shall have the right to determine that representation of any proposed client, if such representation is appropriate and not inconsistent with its mission of providing legal services to low-income persons, conflict of interest as to any potential client, or any other reason for which an attorney is allowed or required to decline or terminate representation pursuant to the Missouri Rules of Professional Conduct and Legal Services Corporation regulations. If such determination is made, LSSM may decline any referral by County to represent such person or to withdraw from representation if previously granted.
11. The parties expressly acknowledge that LSSM will be an independent contractor and not employed by the 31st Judicial Circuit of Greene County, Missouri, the Greene County Commission or by the Division of Children's Services. Further, the parties agree and acknowledge that no attorney client relationship shall exist between LSSM or its representatives and any of the governmental entities mentioned hereinabove. As a part of such duties, LSSM attorneys will exercise independent judgment in all litigation and cases to which such attorneys have entered their appearances.
12. This agreement shall become effective upon the last of the parties executing this Memorandum of Understanding.
13. This agreement may be modified in writing with the approval of all parties hereto.
14. This agreement may terminate upon the occurrence of any of the following:

1. In the event the applicable law of Missouri is materially modified so as to make this agreement unenforceable as to its intents and purposes; and
 2. Any party to this agreement giving the other party not less than ninety (90) days written notice prior to the end of each calendar year.
15. If any portion of this Memorandum or any application thereof by any party or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Memorandum which can be given effect without the invalid provision or application, and to this end provisions of this Memorandum are declared to be severable.


IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be entered into the day and year first written above.

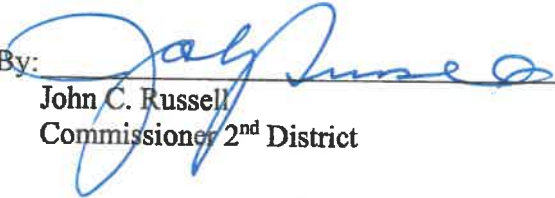
31st JUDICIAL CIRCUIT

By: 
Michael Cordonnier
Presiding Judge

GREENE COUNTY COMMISSION

By: 
Bob Dixon
Presiding Commissioner

By: 
Rusty Maclachlan
Commissioner 1st District

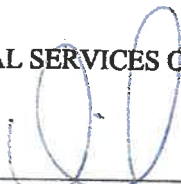
By: 
John C. Russell
Commissioner 2nd District

ATTEST

COUNTY AUDITOR

 1/22/2021
Cindy Stein

LEGAL SERVICES OF SOUTHERN MISSOURI

By: 
Daniel R. Wichmer, Executive Director

Ex 3

Commission Briefing 01/21/2021 Human Resources Position(s) Request

Request:

- Reclassify Benefits Assistant and Human Resources Assistant to a grade 10 effective January 24, 2021 (beginning of next pay period)

Justification:

- Human Resources has been requested to freeze the Payroll Coordinator position classified at a grade 10.
- Benefits Assistant and Human Resources Assistant have absorbed all payroll duties and will gain additional administrative duties.
- Grade 10 aligns with current Greene County compensation structure.
 - Example: Payroll Coordinator – Highway Department and Personnel Service Coordinators – GCSO both grade 10 with emphasis on payroll and other administrative duties
- Minimum training and qualifications have been increased for both positions (current employees meet or exceed standard).
- Job descriptions updated reflecting additional duties.

Outcome:

- Two employees move from grade 7, step 1 at \$13.29 per hour to grade 10, step min at \$16.49 per hour. Approximately \$6,656 salary increase annually per employee.
- Significant savings over filing open position and paying benefits to additional employee.

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