

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

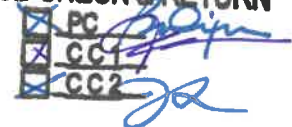
Megan Applegate
Executive Assistant

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

**Greene County Commission
Commission Briefing Minutes**

Thursday, February 4, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN



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/GCCCommissionOffice>. 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, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Larry Woods, Zach MacFarland and Donna Barton.

Teleconference Attendees: Jeff Bassham, Jeff Scott, Tina Phillips, Royce Denny, Mike Cagle, Cindy Stein, Jim Arnott, Rob Rigdon, Kevin Barnes, Justin Hill, Rick Artman and Jeff Avers,

Informational Items

Resource Management: Kevin Barnes

- Campus Project Updates.
- Board of Adjustment meeting reminder.

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Prosecuting Attorney's participation in the federal Asset Forfeiture Program (AFP) Equitable Sharing (eShare) agreement, Prosecuting Attorney
Commissioner Rusty MacLachlan moved to authorize the counties participation in the Federal Asset Forfeiture Program by authorizing the Presiding Commissioner to sign the Equitable Sharing Agreement. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX2) Discussion and Possible Vote: Trustees Warranty Deed, Highway
Commissioner John Russell moved to approve the Trustees Warranty Deed as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX3) Discussion and Possible Vote: EMS Standby Contract for Vaccine P.O.D, OEM
Commissioner Rusty MacLachlan moved to approve the contract as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

Jeff Scott gave an update on MHDC (Missouri Housing Development Commission)

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

Sheriff Jim Arnott gave an update a Senate and House bill that could affect Law Enforcement.
Tina Phillips gave an update on DOC Board & Sheriff Fees Revenue.

- 1,854,361.80 was paid on January 7, 2021.
- 942,679.24, 4 months behind (Sept thru December, 2020)
- Have not received January 2021 statement yet, so was not included in the calculation.

With no other business the meeting was adjourned.

Bob Dixon
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Rusty MacLachlan
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John C. Russell
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Greene County Commission
REVISED: Commission Briefing Agenda

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Informational Items
Resource Management

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Prosecuting Attorney's participation in the federal Asset Forfeiture Program (AFP) Equitable Sharing (eShare) agreement, Prosecuting Attorney

Discussion and Possible Vote: Trustees Warranty Deed, Highway

Discussion and Possible Vote: EMS Standby Contract for Vaccine P.O.D, OEM

Other:

Revised on 2/1/2021 @ 9:30 AM



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: MO039013A
Agency Name: Greene County Prosecutor's Office
Mailing Address: 1010 N Boonville Avenue
Springfield, MO 65802

Type: Prosecutor's Office

Agency Finance Contact

Name: Ogden, Rhonda
Phone: 417-829-6307
Email: rogden@greencountymo.gov

Jurisdiction Finance Contact

Name: Ogden, Rhonda
Phone: 417-829-6307
Email: rogden@greencountymo.gov

ESAC Preparer

Name: McFarland, Zachary
Phone: 417-829-6338
Email: zmcfarland@greencountymo.gov

FY End Date: 12/31/2020

Agency FY 2021 Budget: \$7,346,759.39

Annual Certification Report

	Justice Funds ¹	Treasury Funds ²
Summary of Equitable Sharing Activity		
1 Beginning Equitable Sharing Fund Balance	\$6,096.26	\$0.00
2 Equitable Sharing Funds Received	\$0.00	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$51.84	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 1-5)	\$6,148.10	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$6,148.10	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
Summary of Shared Funds Spent		
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$0.00	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Baker, Rebecca

Company: KPM

Phone: 417-882-4200

Email: rbaker@kpmcpa.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES NO

Prior year Single Audit Number Assigned by Harvester Database: 848618

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Patterson, Dan
Title: Greene County Prosecuting Attorney
Email: DPatterson@greencountymo.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Dixon, Bob
Title: Greene County Presiding Commissioner
Email: BDixon@greencountymo.gov

Signature:  Date: Feb 04, 2021

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

ex 2

TRUSTEES WARRANTY DEED

THIS INDENTURE, made on the 28 day of January, 2021, by and between DEANNA LEA KREIDER, Trustee of the Revocable Living Trust Agreement of Deanna Lea Kreider, dated October 30, 1996, as amended, GRANTOR hereinafter referred to as Party of the First Part and GREENE COUNTY, MISSOURI, GRANTEE hereinafter referred to as Party of the Second Part and the mailing address of said Grantee is: 2065 N. Clifton, Springfield, MO 65803.

WITNESSETH: Party of the First Part warrants that Party of the First Part is the duly appointed, qualified and is currently acting as Trustee(s) under Agreement as aforesaid, and that such agreement and all the powers contained therein, including those hereinafter described, remain in full force and effect, and that Grantor(s) did not alter, nor revoke, said agreement, nor amend it, in such a fashion to preclude transfer of the real estate described herein and did not request withdrawal from the Trust the real estate described herein; and

Party of the First Part further warrants that the provisions of the aforesaid agreement granting Trustee the Power to sell and convey appear in said Trust Instrument and that Trustee has the power to sell and convey.

Party of the First Part further warrants that there are no other provisions in said Agreement nor any amendments thereto, which limit the aforesaid powers nor is there any provision in said Agreement, nor amendments thereto, by which Grantor(s) retained or gave to any other person or organization the right to negate, consent or approve of the conveyance by Trustee(s) of the real estate herein described.

WITNESSETH, That the said Party of the First Part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to the Party of the First Part by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Party of the Second Part, and the heirs and assigns of the Party of the Second Part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to-wit:

(SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED BY REFERENCE.)

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said GRANTEE, and unto the heirs and assigns of the GRANTEE forever; the said GRANTOR hereby covenanting that the premises are free and clear of any encumbrances done or suffered by the GRANTOR in GRANTOR'S capacity as Trustee(s), and that GRANTOR will warrant and defend the title to the said premises unto the said GRANTEE and unto the heirs and assigns of the GRANTEE forever, against the lawful claims and demands of all persons, whomsoever. GRANTOR'S liability under this deed, however, with respect to any covenants and warranties, is specifically limited to the assets of the Trust Estate held by GRANTOR as Trustee under the aforesaid Trust created by Deanna Lea Kreider, dated October 30, 1996, as amended. This deed is executed pursuant to the powers of the aforesaid Trust, which remains in full force and effect as of the date of this deed.

IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

Deanna Lea Kreider

DEANNA LEA KREIDER, Trustee of the Revocable Living Trust Agreement of Deanna Lea Kreider, dated October 30, 1996, as amended

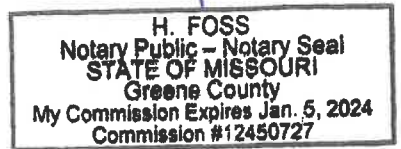
STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this 28 day of January, 2021, before me, a Notary Public, appeared DEANNA LEA KREIDER, Trustee of the Revocable Living Trust Agreement of Deanna Lea Kreider, dated October 30, 1996, as amended, and acknowledged that she executed the foregoing instrument as her free act and deed as Trustee. Further, that said Trust has not been revoked and is in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri, the day and year first above written.

H. Foss *[Signature]*, NOTARY PUBLIC

My Commission Expires:



ACCEPTED: Greene County Commission

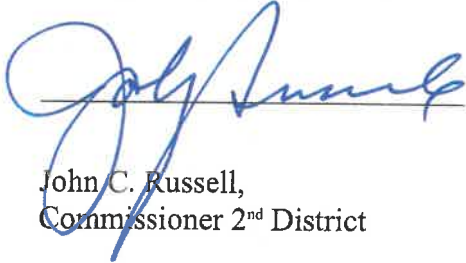
DATE: 02/04/2021

A handwritten signature in blue ink, appearing to read "Bob Dixon", written over a horizontal line.

Bob Dixon,
Presiding Commissioner

A handwritten signature in blue ink, appearing to read "Rusty MacLachlan", written over a horizontal line.

Rusty MacLachlan,
Commissioner 1st District

A handwritten signature in blue ink, appearing to read "John C. Russell", written over a horizontal line.

John C. Russell,
Commissioner 2nd District

" Exhibit A "

A PARCEL OF LAND IN THE WEST HALF (W½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2007, PAGES 58032-07 AND 18509-07 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY AND THE SURVEYED CENTER LINE OF FARM ROAD 190 AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE NORTH 88°51'48" WEST, 45.66 FEET TO KANSAS EXPRESSWAY CENTER LINE STATION 132+50.93 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE SOUTH 00°33'39" WEST, 333.25 FEET TO CENTER LINE STATION 135+84.18'; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1°44'39" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 33.48 FEET TO CENTER LINE STATION 136+17.66'; THENCE SOUTH 02°18'18" WEST, 1234.17 FEET TO CENTER LINE STATION 148+51.83 FOR THE POINT OF TERMINATION, SAID POINT LYING SOUTH 09°34'47" WEST, 276.42 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST (NE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST.

THE SURVEYED CENTER LINE OF FARM ROAD 190 IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE SOUTH 17°20'01" WEST, 1465.89 FEET TO FARM ROAD 190 CENTER LINE STATION 20+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE SOUTH 87°27'55" EAST, 386.42 FEET TO FARM ROAD 190 CENTER LINE STATION 23+86.42; THENCE NORTH 89°59'38" EAST, 1289.80 FEET TO FARM ROAD 190 CENTER LINE STATION 36+76.22 AT KANSAS EXPRESSWAY CENTER LINE STATION 146+51.67; THENCE CONTINUING NORTH 89°59'38" EAST, 198.35 FEET TO FARM ROAD 190 CENTER LINE STATION 38+74.57 FOR THE POINT OF TERMINATION, SAID POINT LYING SOUTH 65°39'51" EAST, 176.04 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST.

THE PARCEL OF LAND IS DESCRIBED AS FOLLOWS:
BEGINNING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST, SAID CORNER BEING 45.66 FEET LEFT OF KANSAS EXPRESSWAY CENTER LINE STATION 132+51.38; THENCE SOUTH 02°18'17" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼), 1327.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION TWENTY-SEVEN (27), SAID CORNER BEING 35 FEET LEFT OF KANSAS EXPRESSWAY CENTER LINE STATION 145+77.64; THENCE SOUTH 02°25'43" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼), 162.71 FEET TO A POINT 90 FEET RIGHT OF FARM ROAD 190 CENTER LINE STATION 37+07.27; THENCE LEAVING SAID EAST LINE, SOUTH 89°59'38" WEST, 20.02 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 143, SAID POINT BEING 90 FEET RIGHT OF FARM ROAD 190 CENTER LINE STATION 36+87.25; THENCE CONTINUING SOUTH 89°59'38" WEST, 1227.25 FEET TO A POINT 90 FEET RIGHT OF FARM ROAD 190 CENTER LINE STATION 24+60; THENCE SOUTH 44°15'14" WEST, 27.93 FEET TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 141, SAID POINT BEING 110 FEET RIGHT OF FARM ROAD 190 CENTER LINE STATION 24+40.51; THENCE NORTH 03°26'39" WEST ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 141, A DISTANCE OF 217.43 FEET TO A POINT 107.03 LEFT OF FARM ROAD 190 CENTER LINE STATION 24+27.47; THENCE NORTH 02°10'02" EAST ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 141, A

DISTANCE OF 12.98 FEET TO A POINT 120 FEET LEFT OF FARM ROAD 190 CENTER LINE STATION 24+27.96; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, SOUTH 76°11'43" EAST, 125.67 FEET TO A POINT 90 FEET LEFT OF FARM ROAD 190 CENTER LINE STATION 25+50; THENCE NORTH 89°59'38" EAST, 550.00 FEET TO A POINT 90 FEET LEFT OF FARM ROAD 190 CENTER LINE STATION 31+00; THENCE NORTH 78°45'50" EAST, 405.66 FEET TO A POINT 169 FEET LEFT OF FARM ROAD 190 CENTER LINE STATION 34+97.89 AND 185 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 144+90; THENCE NORTH 02°18'18" EAST, 135.00 FEET TO A POINT 185 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 143+55; THENCE NORTH 05°46'17" EAST, 802.34 FEET TO A POINT 135 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 135+50; THENCE NORTH 00°33'39" EAST, 299.20 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION TWENTY-SEVEN (27), SAID POINT BEING 135 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 132+50.80; THENCE SOUTH 89°15'21" EAST ALONG THE NORTH LINE OF SAID SECTION TWENTY-SEVEN (27), A DISTANCE OF 180.66 FEET TO THE POINT OF BEGINNING.

EX3

EMS SERVICE SUBCONTRACT AGREEMENT

CONTRACT AGREEMENT ("Agreement") is made and entered into as of this Date February 4, 2021 (the "Effective Date") by and between Greene County, Missouri ("Greene County") and;

Mercy Hospital Springfield-EMS

(Subcontractor's Legal Name) ("Subcontractor").

WHEREAS, Greene County, in conjunction with the Regional Implementation Team ("RIT") lead ("Springfield-Greene County Health Department") for Region D in southwest Missouri has established in conjunction with the State of Missouri; at regional vaccination point of dispensing on February 5, 2021.

WHEREAS, Greene County wishes to retain a Subcontractor to perform certain tasks in furtherance of this effort and Subcontractor is capable of performing and is willing to support in the performance of the Scope of Services under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions hereof, Greene County and Subcontractor hereby agree as follows:

1. **Scope of Agreement.** This agreement shall serve as notice of request for service(s). The Agreement is a firm-fixed price type contract based on the tasks and obligations set forth in the Scope of Services attached hereto as Exhibit A.

2. **Ordering and Payment Schedule.** All Subcontractor invoices with proper supporting documentation must be received no later than thirty (30) days after Subcontractor's demobilization. Greene County shall pay Subcontractor's invoices within forty-five (45) days of receipt of a properly prepared invoice. Greene County, in its sole discretion, may reject any untimely invoices or invoices without proper supporting documentation. Invoices shall be submitted to the following address:

Greene County
Office of Emergency Management
330 W. Scott Street
Springfield, MO 65802
ATTN: Director

3. **Term and Termination.** The Term of this Agreement is for the Effective Date listed in Exhibit A.

4. **Indemnity.** Subcontractor shall hold harmless, release, defend and indemnify Greene County (including all affiliated entities) to the fullest extent permitted by applicable law, from and against any and all losses, damages, real or alleged injury, claims, suits, liabilities, judgments, causes of action and expenses (including attorneys' fees and other costs of litigation as well as any fees and costs to enforce the provisions of this Agreement) caused by, arising out of, in connection with or incidental to any acts or omissions by Subcontractor hereunder.

5. **Insurance.** Subcontractor currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Subcontractor arising out of the Services under this Agreement. If Subcontractor provides ground ambulance Services, Subcontractor shall maintain comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate.

6. **Relationship of the Parties.** This Agreement does not create a partnership, joint venture, franchise or agency between any Party. Each Party is an independent entity that is solely responsible for direction and compensation of its employees. This Agreement does not create in any Party, the right to assume or create any liability or any obligation of any kind in the name of or on behalf of any other Party.

7. **Miscellaneous.** This Agreement (including the Exhibits hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements. **IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be entered into by its duly authorized representative as of the Effective Date.

EXHIBIT A

Ground Ambulance	Quantity Needed for Standby	Per hour fee
ALS Ambulance and Crew (staffed with 1 EMT-P & 1 EMT-B)	1	\$124.00/hour

1. **Scope of Services.** The Subcontractor will provide one Advanced Life Support (ALS) ambulance staffed with one Emergency Medical Technician-Paramedic (EMT-P) and one Emergency Medical Technician-Basic (EMT-B) and all standard equipment typically associated with an ALS ambulance.

Subcontractor will provide a medical standby service on the Effective Date of February 5, 2021 from the hours of 7:30 am to 5:30 pm or at such time as determined by the designated representative of Greene County. The medical standby will occur at the Ozark Empire Fair Grounds, located at 3001 N. Grant Ave., Springfield, MO 65803.

The purpose of the standby is to provide basic and advanced emergency medical care to a targeted population of age 65 and older individuals who will be receiving a COVID-19 vaccination. The Subcontract medical crew will provide emergency medical intervention on a case-by-case basis. Should medical intervention become necessary, Subcontractor personnel will follow all normal and customary medical protocols, procedures and practices as appropriate for the situation within their scope and standard of care.

The Subcontractor will report to and coordinate with the Springfield-Greene County Office of Emergency Management personnel onsite during the entirety of their medical standby.

Greene County, its personnel, representatives, affiliates and partners will assume no additional cost associated with any and all treatment required or rendered during the full scope of this standby event.

ADOPTED AND APPROVED BY THE COUNTY COMMISSION OF GREENE COUNTY, MISSOURI THIS _____ DAY OF _____, 2021.

By: _____
Mercy Hospital Springfield-EMS ("Subcontractor")

By: _____
Robert Dixon, Presiding Commissioner

By: _____
Rusty MacLachlan, Commissioner 1st District

By: _____
John C. Russell, Commissioner 2nd District

By: _____
John W. Housley, Greene County Attorney

By: _____
Cindy Stein, Auditor

Attest: _____
Shane Schoeller, County Clerk