

Greene County Commission Briefing
Commission Office
1443 N. Robberson, 10th Floor
Sept. 20, 2018, 9:30 a.m.

Present: Bob Cirtin, Jim Arnott, Chris Coulter, Kate Morris, Jeff Scott, Kate Morris, Mailyn Jeffries, Amanda Corcoran, Heather Dehart, Taylor Denny, John Wilson, Harold Bengsch, Tine Phillips, Mike Cagle, Justin Hill, Angela Crews, Lincoln Hough, and Donna Barton.

John Wilson presented a contract for the Light the Way Music Festival to be held in Jamestown (Exhibit A). Wilson noted that the event was unanimously approved by Rogersville Board of Alderman. County Administrator Chris Coulter said that the contract is modeled after the contract held between the County and Community Foundation of Rogersville for their annual Rockin' Rogersville event. Commissioner Cirtin made a motion to approve the contract. Commissioner Hough seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Chris Coulter presented a policy for the disposal of indigent remains, developed by the medical examiner's office (Exhibit B). Commissioner Bengsch made a motion to approve the policy. Commissioner Hough seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Sheriff Jim Arnott presented an interlocal agreement for the Justice Assistance Grant (Exhibit C). Commissioner Bengsch made a motion to approve the agreement. Commissioner Hough seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Human Resources Director Mailyn Jefferies presented for discussion the topic of the new hire insurance waiting period. She said that the waiting period is currently 90 days from the hire date. She said the billing process for this is unique to Greene County, and the insurance vendor's new software won't support that billing method, which is an impetus for changing the new hire waiting period to a shorter time – more in line with other entities in the area which tend to range from 30-60 days. Jeffries is recommending that the County change to the first of the month after 60 days. She said it will help with hiring and operational efficiency. She said she met with Officeholders and they support this change. Heather Dehart from Nixon Lindstrom also supports this change, and explained that the change is essentially inevitable, due to the software change and statutory requirements about the waiting period. Treasurer Justin Hill concurred that the change is necessary and inevitable.

Commissioner Bengsch made a motion to move forward with the recommendation, provided Jeffries brings the recommendation to the Commission in writing. Commissioner Cirtin seconded the motion. The motion passed unanimously. Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Meeting adjourned.

MEMORANDUM OF UNDERSTANDING

Between

Greene County, Missouri Commission

And

Light the Way Ministry

This Memorandum of Understanding (MOU) sets the terms, conditions and understanding between the Greene County, Missouri Commission and the Light the Way Ministry regarding "The Free Christian Music Festival" (event).

Background and Purpose

Light the Way Ministry plans to hold and, upon execution of this MOU may hold, the event on Friday, July 12, and Saturday July 13th, 2019 at the Jamestown Subdivision, Greene County, Missouri. This MOU will ensure Light the Way Ministry has the permission to hold the event on the property owned by Greene County, Missouri located within the following designated area of the Jamestown Subdivision: LOTS C1, C5, C6, C7, C8, C9, C10, C18, C20, C21, C22, C35, C36. Light the Way Ministry will provide Liability insurance coverage for the event. Light the Way Ministry will maintain the property from July 6th – July 18th. After this point Light the Way Ministry will no longer be responsible for the property or the maintenance.

Responsibilities

Light the Way Ministry is solely responsible for all the expenses of this event and the preparations of this event including Artists, Production, Insurances etc. Greene County, Missouri Commission will be responsible for the maintaining of the property leading up to the event.

Funding

This MOU is not a commitment of funds by the Greene County Commission. The event is organized and paid for by Light the Way Ministry, its Board of Directors, donors, and volunteers.

Modifiability and Duration

This MOU may be modified by mutual agreement of authorized officials from the Greene County, Missouri Commission and Light the Way Ministry. This MOU shall become effective upon signature by the authorized officials from the Greene County, Missouri Commission and Light the Way Ministry will remain in effect until modified or terminated by any one of the partners but only upon mutual agreement.

Insurance and Insurance Coverage

Light the Way Ministry shall obtain and maintain during the term of this Agreement, at its own cost and expense, commercial general liability insurance with a minimum limit of liability up to at least the statutory liability damage caps for Missouri public entities calculated by the Missouri Department of Insurance, financial institutions and professional registration, as of January 1 for each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. For example, during the balance of the 2018 calendar year, Light the Way Ministry shall provide insurance coverage with limits of not less than \$420,606 with respect to injuries, and or death of any one person in a single occurrence, \$2,804,046 for all claims arising out of a single occurrence and an amount of not less than \$1,000,000 for all claims for property damage arising out of a single occurrence. All insurance policies required by this Agreement shall be taken out and maintained with insurance companies qualified to do business in the State of Missouri and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least thirty (30) days before the cancellation or revisions become effective. All insurance policies required by this Agreement shall name Greene County, Missouri, its elected officials and employees as an additional insured party. Liability insurance coverage shall be effective for the period from July 12, 2019 through July 13, 2019. Nothing contained herein shall be construed as a waiver of Greene County's sovereign immunity or official immunity of its officials or employees under either state or federal law. Certificates of Insurance for such coverage naming Greene County, its elected officials and employees as additional insured will be furnished to Greene County before July 12, 2019.

Greene County Commission
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Springfield, Mo 65802
(417) 969-4112
ccoulter@greencountymo.gov

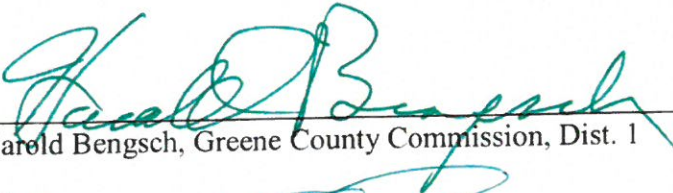
John Wilson Ministry Director
918 South Street Suite 2
Stockton, Mo 65785
(417) 955-2668



Robert Cirtin, Greene County Commission, Presiding Commissioner

9-20-18

Date



Harold Bengsch, Greene County Commission, Dist. 1

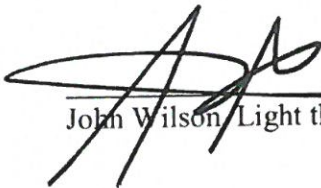
Date



Lincoln P Hough, Greene County Commission, Dist. 2

9/20/2018

Date

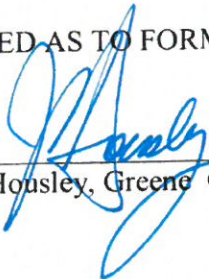


John Wilson, Light the Way Ministry Director / Founder

09/18/2018

Date

APPROVED AS TO FORM;



John W. Housley, Greene County Counselor

9-24-18

Date

ORDER
of the
GREENE COUNTY COMMISSION
SPRINGFIELD, MISSOURI

DATE ISSUED:

SUBJECT: Policy for the Disposition of Indigent Remains

This policy addresses the steps to be taken when a person dies in Greene County, and no party can be located, who is able or willing, to take responsibility for the final disposition of the body.


If an exhaustive search for a party to take responsibility yields no one willing or able to accept responsibility for the final disposition of a deceased human body, the entity with custody of the body shall document this in a request for county disposition. This request shall be presented to the medical examiner in writing, for approval to make final disposition of the body. The medical examiner shall forward their approval of an original invoice to the Greene County Auditor's Office for payment of the approved rate (\$400) for cremation of the body. The body shall be cremated and the cremated remains shall be delivered to the Medical Examiner's Office after the cremation takes place.

The Medical Examiner's Office will transfer the unclaimed cremated remains to the Independent Order of Odd Fellows Columbarium at the Wildey Cemetery in Washington, Missouri.

A record of the cremated remains transferred to the columbarium at Wildey Cemetery, shall be kept by the Medical Examiner's Office

Upon motion duly made, seconded, and carried, this Order was adopted by the Greene County Commission this 20 day of September, 2018.

THE GREENE COUNTY COMMISSION

 Robert Cirtin Presiding Commissioner	 Harold Bengsch Commissioner District 1	 Lincoln P. Hough Commissioner District 2
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INTERLOCAL AGREEMENT
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI
2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2018, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance _____, passed _____, 2018; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$65,856 from the JAG award for the Law Enforcement Equipment Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of \$65,856 of the total JAG funds of \$164,639. The City's share is \$98,783.

Section 2. County agrees to use \$65,856 for the Law Enforcement Program before the deadline set by JAG.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with all requirements of the award, including the Special Conditions and Civil Rights requirements. They will complete a letter stating this and provide to the City.

Section 8. The County agrees to provide a letter stating they have complied with all financial conditions after they have been reimbursed for purchases.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or Designee

Attest:

City Clerk

Approved as to Form:

City Attorney or Designee

CERTIFICATE OF DIRECTOR OF FINANCE

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 appropriated and available funds to pay therefore.

Director of Finance or Acting Director

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

Attest:

By: _____
Greene County Clerk

Approved as to form:

By: _____
Greene County Counselor

CERTIFICATE OF AUDITOR

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 appropriated and available funds to pay therefore.

Auditor Certification