

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> 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**

**Thursday, January 12, 2023**  
**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.zoom.us/j/9606666666>. 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

**PLEASE BE AWARE:** Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

**WARNING** Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

**Attendees:** Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Aubrey Lee, Kevin Barnes and Larry Woods.

**Teleconference Attendees:** Mike Cagle, Justin Hill, Jeff Bassham, Jim Arnott, Allen Icet, Tina Phillips, Cindy Stein, Jeff Scott, Rance Burger, Andrea Stewart, Jennifer Smith, and Rick Artman.

**Informational Items**

Resource Management- Kevin Barnes

- Campus Update due to Weather
- Staff Update
- Follow-up on Property Update

Sheriff- Jim Arnott

- Jail Update
- Update on Trespassing Project

**Items for Consideration and Action by the Commission**

**EX1)** Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for City of Strafford, OEM  
Commissioner Russell moved to approve the Intergovernmental Agreement for Per-Disaster Emergency Management Services for City of Strafford. Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802**  
**Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802**  
**[www.greenecountymo.gov](http://www.greenecountymo.gov)**

**EX2)** Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for Strafford School District, OEM  
Commissioner MacLachlan moved to approve the Intergovernmental Agreement for Per-Disaster Emergency Management Services for Strafford School District. Commissioner Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**EX3)** Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for City of Battlefield, OEM  
Commissioner Russell moved to approve the Intergovernmental Agreement for Per-Disaster Emergency Management Services for City of Battlefield. Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**EX4)** Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for Springfield Public Schools, OEM  
Commissioner MacLachlan moved to approve the Intergovernmental Agreement for Per-Disaster Emergency Management Services for Springfield Public Schools. Commissioner Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**EX5)** Discussion and Possible Vote: Service Agreement and Contract with James River Basin Partnership for Water Quality Education and Community Outreach, Resources Management  
Commissioner MacLachlan moved to approve the Service Agreement and Contract with James River Basin Partnership for Water Quality Education and Community Outreach. Commissioner Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**EX6)** Discussion and Possible Vote: RBI Addendum to Participation Agreement  
Commissioner Russell moved to approve the RBI Addendum to Participation Agreement. Commissioner MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

**Other:**

With no other business the meeting was adjourned.

Bob Dixon  
*Presiding Commissioner*

Rusty MacLachlan  
*1<sup>st</sup> District Commissioner*

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



Shane Schoeller  
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Christopher J. Coulter, AICP  
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## **COUNTY COMMISSION**

### **Greene County, Missouri**

**(417) 868-4112**

#### **Greene County Commission Commission Briefing Agenda**

**Thursday, January 12, 2023**  
9:30 AM  
Commission Conference Room  
1443 N. Robberson, 10th Floor

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.coxmedical.net/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

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Informational Items  
Resource Management  
Sheriff  
Juvenile

#### Items for Consideration and Action by the Commission

Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for City of Strafford, OEM

Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for Strafford School District, OEM

Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for City of Battlefield, OEM

Discussion and Possible Vote: Intergovernmental Agreement for Per-Disaster Emergency Management Services for Springfield Public Schools, OEM

Discussion and Possible Vote: Service Agreement and Contract with James River Basin Partnership for Water Quality Education and Community Outreach, Resources Management

**Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802**

**Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802**

**[www.greenecountymo.gov](http://www.greenecountymo.gov)**

Discussion and Possible Vote: RBI Addendum to Participation Agreement

Other:

Revised on 1/10/2023 @ 9:15 AM

Ex 1

**INTERGOVERNMENTAL AGREEMENT**  
**PRE-DISASTER EMERGENCY MANAGEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Greene, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "the County"), the Springfield-Greene County Office of Emergency Management (hereinafter referred to as "the OEM") and the City of Strafford, a municipal corporation of the State of Missouri (hereinafter referred to as the "the City"), for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in the City from all types of hazards.

**WITNESSETH:**

**WHEREAS**, The Missouri Revised Statutes, Section 44.080, gives authority for local emergency management agencies to be organized to perform emergency management functions and functions to protect the health and safety of persons and property during an emergency or disaster resulting from man-made or natural causes; and

**WHEREAS**, The County and the City have adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

**WHEREAS**, the Greene County Commission has created within Greene County, Missouri, an emergency management agency known as the Springfield-Greene County Office of Emergency Management ("the OEM"); and

**WHEREAS**, The OEM performs emergency management functions to provide leadership and support to reduce the loss of life and property from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

**WHEREAS**, the City, in order to protect the health and welfare of the residents within its municipal boundaries, desires to enter into an agreement with the County and the OEM in which the OEM will provide the City with pre-disaster planning, training, and other specified services on a fee for service basis; and

**WHEREAS**, Section 70.220, RSMo., provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other political subdivision of this state for the planning, development, construction, acquisition or operation of any common service and this IGA represents an excellent opportunity for the City, the County and the OEM to work cooperatively for the common good of improving the quality of life of their citizens and improving the response to emergencies to maximize the care provided to individuals involved in a natural, man-made, or technological disaster.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein set forth, the County, the OEM and the City agree as follows:

**I. SERVICES**

The County shall cause the director of the OEM, and its employees subject to his direction and control, to perform in coordination with and at the request of the City, during the term of this agreement those functions identified in **Exhibit A** (Scope of Services Statement), attached hereto and incorporated herein.

**II. TERM**

This document is intended to extend the "Intergovernmental Agreement (IGA) for Pre-Disaster Emergency Management Services" signed on April 17, 2017 to continue through April 30, 2027. Services rendered and payment for any fees incurred between the April 30, 2022 expiration of the previous IGA and the beginning of this document has been uninterrupted and ongoing.

This agreement shall commence on the date of execution by authorized official(s) of the city and will continue in effect until April 30, 2027, but may be renewed if all terms are agreed to in writing by the City and the County. However, any party to this agreement may terminate their participation in this IGA by written notification provided to the other parties at least 180 days prior to the effective date of termination. Additionally, the County has a right to immediately terminate this IGA if the City, upon thirty (30) days written notice from the County of a default or breach of the terms of the Agreement as determined by the County, fails to cure or remedy the breach.

**III. COMPENSATION**

During the term of this agreement, the City agrees to pay the County an annual fee as set forth in the schedule attached hereto as **Exhibit B** for the services identified in **Exhibit A**.

**IV. INDEMNIFICATION**

The City which is a party to this agreement shall protect, indemnify, and hold harmless the County, the OEM, and their respective officers, elected officials, employees, and agents from and against any and all liability, loss, expenses, including attorney fees, or claims for injury or damages arising out of the performance of this agreement and resulting from the negligent or intentional acts or omissions of the signatory city, their respective officers, elected officials, employees, and agents.

**V. GENERAL VENDOR CLAUSE**

The County, the OEM, and the City who are parties to this agreement are each separate and independent organizations and, as such, the County, the OEM, and the City each retain their own identity in providing services and each is responsible for its own policies and activities. The County, the OEM, and the City shall be responsible for their respective employees, agents, and volunteers as



to any duties or activities contemplated in this agreement. This agreement does not create an employee/employer relationship among the parties. It is the parties' intention that the OEM will be a vendor and not a city employee for all purposes. This agreement shall not be construed as creating any joint employment relationship between the County, the OEM or the City.

**VI. ENTIRE AGREEMENT**

This IGA represents the entire agreement of the parties and any changes, amendments, or modifications hereto shall be contained in a writing signed by all parties.

**VII. COUNTERPARTS**

This IGA may be executed simultaneously with two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**VIII. NOTICES**

All notices, demands, consents, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

**Greene County Commission**

ATTENTION: Bob Dixon, Presiding Commissioner  
1443 N. Robberson Avenue, 10<sup>th</sup> Floor  
Springfield, MO 65802  
Telephone: (417) 868-4112  
Email: [bdixon@greenecountymo.gov](mailto:bdixon@greenecountymo.gov)

**Springfield-Greene County Office of Emergency Management**

ATTENTION: Larry Woods, CEM, Director  
330 W. Scott Street  
Springfield, MO 65802  
Telephone: (417) 869-6040  
Fax: (417) 869-6654  
Email: [lwoods@greenecountymo.gov](mailto:lwoods@greenecountymo.gov)

**City of Strafford**

ATTENTION: Sandy Strecker, City Clerk  
P.O. Box 66  
Strafford, MO 65757  
Telephone: (417) 736-2154  
Fax: (417) 736-2390  
Email: [clerk@straffordmo.net](mailto:clerk@straffordmo.net)

IN WITNESS WHEREOF, Greene County, Missouri, acting by and through its County Commission, the Springfield-Greene County Office of Emergency Management, acting through its director, Larry Woods, and the City of Strafford, Missouri, have caused this IGA to be duly executed by their proper officers, duly authorized by their respective commission or board of aldermen, as of the day and year first written above, and hereby further agree that this IGA shall be binding upon the parties hereto, their respective representatives, successors, and assigns.

**COUNTY OF GREENE, MISSOURI**

By:   
Bob Dixon, Presiding Commissioner

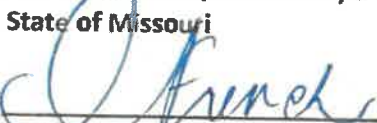
By:   
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

By:   
John Russell, Commissioner 2<sup>nd</sup> District

Attested By:

By: \_\_\_\_\_  
Shane Schoeller, Greene County Clerk

**CITY OF STRAFFORD, MISSOURI, a Municipal Corporation of the State of Missouri**

By:   
Ashley French, Mayor

By:   
Sandy Strecker, City Clerk

**SPRINGFIELD-GREENE COUNTY OFFICE OF EMERGENCY MANAGEMENT (OEM)**

By: \_\_\_\_\_  
Larry Woods, CEM, Director

Approved as to form:

By:   
Greene County Counselor

**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.

By: \_\_\_\_\_  
Cindy Stein, Greene County Auditor      Date



## **EXHIBIT A: Intergovernmental Agreement Scope of Services**

### **Background**

The following represents the Scope of Services available to the City participating in the collaborative emergency management shared services agreement. This attachment to the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA) serves to highlight the scope of services available to the City under the terms of the agreement. It is anticipated that this list may be further refined following future collaborative discussions between representatives of the OEM and the City on program governance and specific needs, if agreed to by all parties in writing, and subject to the County's approval.

- (a) OEM will provide the City with direct support of the development and maintenance of specific pre-disaster emergency management plans and training. Plans, guidelines, and operating procedures will be designed to meet or exceed local, state, and federal planning requirements. Capabilities and services offered to the City by the OEM will include:
  - Coordinate and write mitigation planning activities to support local role in the county Mitigation Plan.
  - Coordinate and write jurisdictional Local Emergency Operations Plan (LEOP).
  - Coordinate annual approval of the LEOP with the State Emergency Management Agency (SEMA).
  - Coordinate training necessary to fulfill National Incident Management System (NIMS) compliance requirements.
  - Coordinate additional emergency management training courses to include, but not limited to, core competencies likely to be utilized during activation of the City's Emergency Operations Center.
  - Coordinate and offer exercises, following Homeland Security Exercise Evaluation Program (HSEEP) guidelines, to test local plans and personnel roles and responsibilities.
  - Coordinate and write after action reports for exercises, outlining a corrective action plan to improve on lessons learned.
  - Provide public education seminars and presentations to community groups as requested and available.
  - Coordinate and support Community Emergency Response Team (CERT) trainings.
  - Recommend improvements to the City's emergency management program, consistent with best practices.
  - Represent area municipalities at relevant county or regional emergency management meetings
- (b) The City will commit to providing the following:
  - Designate local point of contact for coordinating mitigation/preparedness/response/recovery activities.
  - Support mitigation and emergency operations planning efforts.
  - Participate in trainings and exercises.
  - Assume and maintain all responsibility for conduction of all-hazard emergency response/recovery operations.

### EXHIBIT B: Intergovernmental Agreement Funding Formula

The City, receiving OEM's pre-disaster emergency management services under the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA), shall compensate the County for the services provided by the OEM in Exhibit A of the IGA on a funding formula based upon an initial fee of \$3.00 per capita of the individuals living inside the city limits of Strafford as set in 2017 when the previous IGA was signed, with the addition of applicable cost of living and population fee adjustments through 2021 as agreed to in the previous IGA. Additionally, at the beginning of years 2 and 4 (of this IGA), a 3% cost of living adjustment will be applied based on the current annual fee. Additionally, at the start of year 3 and 5 (of this IGA), a reevaluation of community census as per the City Clerk's office will be evaluated and the annual fee adjusted accordingly. The following annual fee shall be paid by the City each year, with adjustments described above during the term of the IGA:

City	Juris Pop	Initial Per Capita Fee	Initial Total Annual Fee
Strafford	2,358	\$3.00	Initial 2022 Annual Fee=Previous 2021 Annual Fee of <u>\$7,504.18</u>
			Previous 2021 Annual Fee = Juris Pop*Initial Per Capita Fee in 2017 W/ Applicable Yearly Increases Per Exhibit C

Month	Year	Type of Adjustment	Formula for Adjusted Fee
April	2022	Contract Signed	n/a
April	2023	3% Cost of Living	Adjusted Fee=(Previous Annual Fee*3%)+Previous Annual Fee
April	2024	Per Capita Adjustment	Adjusted Fee=[(Updated Juris Pop-Previous Juris Pop)*Per Capita Fee]+Previous Annual Fee
April	2025	3% Cost of Living	Adjusted Fee=(Previous Annual Fee*3%)+Previous Annual Fee
April	2026	Per Capita Adjustment	Adjusted Fee=[(Updated Juris Pop-Previous Juris Pop)*Per Capita Fee]+Previous Annual Fee
April	2027	Contract Expires/Sign New Contract	n/a

Further clarification of the funding formula and fee forecasting may be requested from the Springfield-Greene County Office of Emergency Management.

Payments shall be made to the County in equal quarterly payments based on the City's total annual fee on January 1, April 1, July 1, and October 1 of each year until the expiration or termination of this agreement.

**EXHIBIT C: Intergovernmental Agreement Billing Table**

Muni	LY	Prev. Popul.	Prev. Annual Fee	CoLA (3%)	Updt. Popul.	Popul. Diff.	Per Capita Incr (\$3.00)	Updt. Annual Fee	Updt. Qtr Billing	Q	Month	Q1 Billing	Q2 Billing	Q3 Billing	Q4 Billing
<b>Stafford</b>		<b>2,358</b>													
2017	1	2,358	\$7,074.00					\$7,074.00	\$1,768.50			\$1,768.50	\$1,768.50	\$1,768.50	\$1,768.50
2018	2	2,358	\$7,074.00	\$212.22	2,358	-	\$ -	\$7,286.22	\$1,821.56			\$1,768.50	\$1,821.56	\$1,821.56	\$1,821.56
2019	3	2,358	\$7,286.22					\$7,286.22	\$1,821.56			\$1,821.56	\$1,821.56	\$1,821.56	\$1,821.56
2020	4	2,358	\$7,286.22	\$218.59	2,358	-	\$ -	\$7,504.81	\$1,876.20			\$1,821.56	\$1,876.20	\$1,876.20	\$1,876.20
2021	5	2,358	\$7,504.81					\$7,504.81	\$1,876.20	2	April	\$1,876.20	\$1,876.20	\$1,876.20	\$1,876.20
<b>2022</b>	<b>1</b>	<b>2,358</b>	<b>\$7,504.81</b>					<b>\$7,504.81</b>	<b>\$1,876.20</b>			<b>\$1,876.20</b>	<b>\$1,876.20</b>	<b>\$1,876.20</b>	<b>\$1,876.20</b>
<b>2023</b>	<b>2</b>	<b>2,358</b>	<b>\$7,504.81</b>	<b>\$225.14</b>				<b>\$7,729.95</b>	<b>\$1,932.49</b>			<b>\$1,876.20</b>	<b>\$1,932.49</b>	<b>\$1,932.49</b>	<b>\$1,932.49</b>
<b>2024</b>	<b>3</b>	<b>2,358</b>	<b>\$7,729.95</b>				\$ -	\$ -	\$ -			\$1,932.49	\$ -	\$ -	\$ -
<b>2025</b>	<b>4</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
<b>2026</b>	<b>5</b>	<b>-</b>	<b>\$ -</b>				\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -

\* The updated Annual Fee and Quarterly Billing for years 2024 – 2026 in this chart will change when updated population numbers for the years 2024 and 2026 are available and can be added to the table and factored into the established formula.

#### EXHIBIT D: Federal Contract Provisions

1. Contracts for more than the simplified acquisition threshold, currently \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement 624.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the 625 statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-626 federal entity must report all suspected or reported violations to the federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings

or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles 627 ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assigned or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations 628 issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (I) Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies 629 as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to include an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
10. See § 200.322 Procurement of Recovered Materials.

Ex 2

## **INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")**, made and entered into this 5<sup>th</sup> day of December, 2022, by and between the COUNTY OF GREENE, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County"), the Springfield-Greene County Office of Emergency Management (hereinafter "OEM") and the School District of Strafford, R-6 (hereinafter "STPS"), a school district of the State of Missouri, for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in the STPS from all types of hazards.

### **WITNESSETH:**

**WHEREAS**, The Missouri Revised Statutes, Section 44.080, gives authority for local emergency management agencies to be organized to perform emergency management and functions to protect the health and safety of persons and property during an emergency or disaster resulting from man-made or natural causes; and

**WHEREAS**, the County has adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

**WHEREAS**, the Greene County Commission has created within Greene County, Missouri, an emergency management agency known as the Springfield-Greene County Office of Emergency Management ("OEM"); and

**WHEREAS**, the OEM performs emergency management functions to provide leadership and support to reduce the loss of life and property from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

**WHEREAS**, STPS, in order to protect the health and welfare of its students, faculty, and staff learning and working in its respective boundaries, desires to enter into an agreement with the County and OEM in which the OEM will provide STPS with pre-disaster planning, training, and services on a fee for service basis; and

**WHEREAS**, Section 70.220, RSMo., provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other political subdivision of this state for the planning, development, construction, acquisition, or operation of any common service and this IGA represents an excellent opportunity for STPS, the County and the OEM to work cooperatively for the common good of improving the quality of life of their citizens and



improving the response to emergencies to maximize the care provided to specific individuals involved in a natural, man-made, or technological disaster.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County, OEM and STPS agree as follows:

**I. SERVICES**

County shall cause the Director of the OEM, and its employees subject to his direction and control, to perform in coordination with and at the request of STPS, during the term of this Agreement those function identified in **Exhibit A** (Scope of Services Statement), attached hereto and incorporated herein.

**II. TERM**

This Agreement shall commence on the date of execution by authorized officials for STPS and will continue in effect until April 30, 2025, but may be renewed if all terms are agreed to in writing by STPS and the County. However, any party to this Agreement may terminate their participation in this IGA by written notification provided to the other parties at least 180 days prior to the effective date of termination. Additionally, the County has a right to immediately terminate this IGA, if STPS upon thirty (30) days written notice from the County of a default or breach of the terms of the Agreement as determined by the County, fails to cure or remedy the breach. If the County fails to adequately or in a timely manner perform the services outlined in IGA exhibits A and B, STPS has the right to immediately terminate this IGA, if the county, upon 30 days written notice from STPS of a default breach of the terms of the Agreement as determined by STPS, fails to cure or remedy the breach.

**III. COMPENSATION**

During the term of this Agreement, STPS agrees to pay County an annual fee in quarterly installments as set forth in the Schedule attached hereto as **Exhibit B** for the services identified in **Exhibit A**.

**IV. PARTY RIGHTS**

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. Subject to the provisions of Missouri law, including Section 537.610, RSMo., the parties hereto agree that County and STPS, in general, and all of their respective officials, directors, deputies, agencies, and employees, are relying on, and do not waive or intend to waive any provisions of governmental, sovereign, or official immunity as provided by the Missouri common law or statute or Constitution which is otherwise available to County and STPS by entering into or carrying out this Agreement. To the extent not covered by sovereign immunity, governmental, or

official immunity, under federal or state law, each party to this Agreement shall be responsible for its own actions in the performance of this Agreement and shall not be civilly liable to any third parties for bodily injury, including death, property damage, special, incidental or consequential damages arising out of or related to the performance of the services outlined in IGA Exhibits A and B by the other party hereto. This language is not intended to act as a waiver or limitation on County or STPS rights and/or defenses with regard to sovereign, governmental or official immunity under state or federal law.

**V. GENERAL INDEPENDENT CONTRACTOR CLAUSE**

County, OEM, and STPS who are parties to this agreement are each separate and independent organizations and, as such, County, OEM, and STPS retain their own identity in providing services and each is responsible for its own policies and activities. County, OEM, and STPS shall be responsible for their respective employees, agents, and volunteers as to any duties or activities contemplated in this Agreement. This Agreement does not create an employee/employer relationship among the parties. It is the Parties intention that the OEM will be an independent contractor and not an STPS employee for all purposes. This Agreement shall not be construed as creating any joint employment relationship between the County, OEM, or STPS.

**VI. ENTIRE AGREEMENT**

This IGA represents the entire agreement of the parties and any changes, amendments or modifications hereto shall be contained in a writing signed by all parties.

**VII. COUNTERPARTS**

This IGA may be executed simultaneously with two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**VIII. NOTICES**

All notices, demands, consents, and approvals required under this Agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

**Greene County Commission**  
ATTENTION: Bob Dixon, Presiding Commissioner  
1443 N. Robberson Avenue, 10<sup>th</sup> Floor  
Springfield, MO 65802  
Telephone: (417) 868-4112

**Springfield-Greene County Office of Emergency Management**  
**ATTENTION: Larry Woods, Director**  
330 W. Scott Street  
Springfield, MO 65802  
Telephone: (417) 869-6040

**School District of Strafford, R-6, an urban Public School District and Political Subdivision of the State of Missouri:**  
**ATTENTION: [Superintendent]**  
201 W. McCabe St.  
Strafford, MO 65757  
Telephone: (417) 736-7000

**IN WITNESS WHEREOF**, Greene County, Missouri, acting by and through its County Commission, the Springfield-Greene County Office of Emergency Management, acting through its director, Larry Woods, and the School District of Strafford, R-6, have caused this IGA to be duly executed by their proper officers, duly authorized by their respective commission or board of aldermen, as of the day and year first written above, and hereby further agree that this IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

**GREENE COUNTY, MISSOURI**

By:   
Bob Dixon, Presiding Commissioner

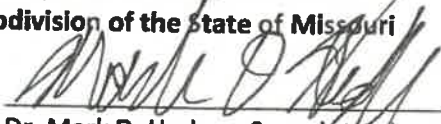
By:   
Rusty MacLachlan, Commissioner

By:   
John Russell, Commissioner

Attested by:

By: \_\_\_\_\_  
Shane Schoeller, Greene County Clerk

**School District of Strafford, R-6, an urban public school and Political Subdivision of the State of Missouri**

By:   
Dr. Mark D. Hedger, Superintendent

**SPRINGFIELD-GREENE COUNTY OFFICE OF  
EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Larry Woods, Director

By:  \_\_\_\_\_  
Greene County Counselor

**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.

\_\_\_\_\_  
Cindy Stein  
Greene County Auditor

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Intergovernmental Agreement Scope of Services**

#### **Background**

The following represents the Scope of Services available to Strafford Public School District (STPS), participating in the collaborative emergency management shared services agreement. This attachment to the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA) serves to highlight the scope of services available to the STPS under the terms of the Agreement. It is anticipated that this list may be further refined following future collaborative discussions between representatives of the OEM and the STPS on program governance and specific district needs, if agreed to by all parties in writing, and subject to County approval.

(a) OEM will provide STPS with direct support for the development and maintenance of specific pre-disaster emergency management plans. Plans, guidelines, and operating procedures will be designed to meet or exceed local, state, and federal planning requirements. Capabilities and services offered to the STPS by the OEM will include:

- Coordinate and facilitate all mitigation planning activities to support local role in County Mitigation plan
- Coordinate the development of response relationships among Greene County Public Safety Partners with STPS
- Collaborate with STPS to maintain District Emergency Operations Plan (EOP)
- Collaborate with STPS to maintain the inclusion of building plans to the EOP
- Coordinate with STPS on a Train-the-Trainer class on District EOP
- Recommend improvements to emergency management program, consistent with best practices and lessons learned
- Coordinate process for STPS personnel to access plans and planning documents
- Represent district at relevant county or regional emergency management meetings and/or events
- Coordinate EOP exercise program process
- Pursue emergency management training for schools

(b) The STPS will commit to providing the following:

- Designate local Point of Contact for collecting information and coordinating mitigation/preparedness activities with district administration and each school facility
- The STPS will assume and maintain all responsibility for conducting all-hazard emergency response and recovery operations

## **EXHIBIT B**

### **Intergovernmental Agreement Funding Formula**

The STPS, who is receiving pre-disaster emergency management services under the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA), shall compensate the County for the services provided by OEM in **Exhibit A** of the IGA on a funding formula based upon per capita of students enrolled. The following annual fee shall be paid by the STPS each year during the term of the IGA as follows:

<b>Enrollment</b>	<b>Per Capita Fee</b>	<b>Total Annual Fee</b>
1,421 (2022-2023)	\$0.64	\$909

Fee will be evaluated annually on July 1 and adjusted based on the following school year's anticipated enrollment.

$$\text{Annual Fee} = \text{Enrollment} * 0.64$$

Payments shall be made to the County in equal quarterly payments based on STPS's total annual fee on January 1, April 1, July 1, and October 1 of each year until the expiration or termination of this agreement.



AN ORDINANCE PROVIDING AUTHORIZATION FOR THE MAYOR  
OF THE CITY OF BATTLEFIELD, MISSOURI, TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT RELATING TO PRE-DISASTER  
EMERGENCY MANAGEMENT SERVICES

WHEREAS, a proposed agreement has been submitted to the City of Battlefield, Missouri, by the County of Greene and the Springfield-Greene County Office Of Emergency Management concerning pre-disaster emergency management services; and

WHEREAS, it is the considered opinion of the Board of Alderman of the City of Battlefield, Missouri, that such agreement should be executed by said city; and

WHEREAS, by the passage of this ordinance, the Board of Aldermen of said city are hereby authorizing either the Mayor or the City Administrator of Battlefield, Missouri, to execute such agreement on behalf of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BATTLEFIELD, MISSOURI, AS FOLLOWS:

Section 1. That either the Mayor of the City of Battlefield, Missouri, is hereby authorized to execute on behalf of the city, that Intergovernmental Agreement relating to pre-disaster emergency management services, a copy of the same being attached hereto and incorporated herein.

Section 2. This ordinance shall be in full force and effect from and after the date of its passage.

Passed and approved at a regular meeting of the Board of Aldermen of the City of Battlefield, Missouri, this 14<sup>th</sup> day of November, 2022.

*Debra Hickey*

Debra Hickey, Mayor

Attest:

*Beth Anne West*

Beth Anne West, Clerk

Approved to Form:

*Paul Link*

Paul Link, City Attorney

First Reading and Vote: 5 Ayes - Mark Chalotree, Samantha Denton, Rodley Compton, Jim Clemmons, and Jerry Slupert. 0 Nays. Alderman Zach Woods was absent for the vote. 11-1-2022

Second Reading, Final Passage and Vote: 5 Ayes - Mark Chalotree, Samantha Denton, Rodley Compton, Jim Clemmons, and Jerry Slupert 0 Nays. Alderman Zach Woods was absent for the vote. 11-1-2022



Ex. 3

**INTERGOVERNMENTAL AGREEMENT**  
**PRE-DISASTER EMERGENCY MANAGEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this 1st day of November, 2022, by and between the County of Greene, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "the County"), the Springfield-Greene County Office of Emergency Management (hereinafter referred to as "the OEM") and the City of Battlefield, a municipal corporation of the State of Missouri (hereinafter referred to as the "the City"), for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in the City from all types of hazards.

**WITNESSETH:**

**WHEREAS**, The Missouri Revised Statutes, Section 44.080, gives authority for local emergency management agencies to be organized to perform emergency management functions and functions to protect the health and safety of persons and property during an emergency or disaster resulting from man-made or natural causes; and

**WHEREAS**, The County and the City have adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

**WHEREAS**, the Greene County Commission has created within Greene County, Missouri, an emergency management agency known as the Springfield-Greene County Office of Emergency Management ("the OEM"); and

**WHEREAS**, The OEM performs emergency management functions to provide leadership and support to reduce the loss of life and property from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

**WHEREAS**, the City, in order to protect the health and welfare of the residents within its municipal boundaries, desires to enter into an agreement with the County and the OEM in which the OEM will provide the City with pre-disaster planning, training, and other specified services on a fee for service basis; and

**WHEREAS**, Section 70.220, RSMo., provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other political subdivision of this state for the planning, development, construction, acquisition or operation of any common service and this IGA represents an excellent opportunity for the City, the County and the OEM to work cooperatively for the common good of improving the quality of life of their citizens and improving the response to emergencies to maximize the care provided to individuals involved in a natural, man-made, or technological disaster.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the County, the OEM and the City agree as follows:

I. **SERVICES**

The County shall cause the director of the OEM, and its employees subject to his direction and control, to perform in coordination with and at the request of the City, during the term of this agreement those functions identified in Exhibit A (Scope of Services Statement), attached hereto and incorporated herein.

II. **TERM**

This document is intended to extend the "Intergovernmental Agreement (IGA) for Pre-Disaster Emergency Management Services" signed on April 18, 2017 to continue through April 30, 2027. Services rendered and payment for any fees incurred between the April 30, 2022 expiration of the previous IGA and the beginning of this document has been uninterrupted and ongoing.

This agreement shall commence on the date of execution by authorized official(s) of the city and will continue in effect until April 30, 2027; but may be renewed if all terms are agreed to in writing by the City and the County. However, any party to this agreement may terminate their participation in this IGA by written notification provided to the other parties at least 180 days prior to the effective date of termination. Additionally, the County has a right to immediately terminate this IGA if the City, upon thirty (30) days written notice from the County of a default or breach of the terms of the Agreement as determined by the County, fails to cure or remedy the breach.

III. **COMPENSATION**

During the term of this agreement, the City agrees to pay the County an annual fee as set forth in the schedule attached hereto as Exhibit B for the services identified in Exhibit A.

IV. **INDEMNIFICATION**

The City which is a party to this agreement shall protect, indemnify, and hold harmless the County, the OEM, and their respective officers, elected officials, employees, and agents from and against any and all liability, loss, expenses, including attorney fees, or claims for injury or damages arising out of the performance of this agreement and resulting from the negligent or intentional acts or omissions of the signatory city, their respective officers, elected officials, employees, and agents.

V. **GENERAL VENDOR CLAUSE**

The County, the OEM, and the City who are parties to this agreement are each separate and independent organizations and, as such, the County, the OEM, and the City each retain their own identity in providing services and each is responsible for its own policies and activities. The County, the OEM, and the City shall be responsible for their respective employees, agents, and volunteers as

to any duties or activities contemplated in this agreement. This agreement does not create an employee/employer relationship among the parties. It is the parties' intention that the OEM will be a vendor and not a city employee for all purposes. This agreement shall not be construed as creating any joint employment relationship between the County, the OEM or the City.

**VI. ENTIRE AGREEMENT**

This IGA represents the entire agreement of the parties and any changes, amendments, or modifications hereto shall be contained in a writing signed by all parties.

**VII. COUNTERPARTS**

This IGA may be executed simultaneously with two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**VIII. NOTICES**

All notices, demands, consents, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

**Greene County Commission**

ATTENTION: Bob Dixon, Presiding Commissioner  
1443 N. Robberson Avenue, 10<sup>th</sup> Floor  
Springfield, MO 65802  
Telephone: (417) 868-4112  
Email: bdixon@greenecountymo.gov

**Springfield-Greene County Office of Emergency Management**


ATTENTION: Larry Woods, CEM, Director  
330 W. Scott Street  
Springfield, MO 65802  
Telephone: (417) 869-6040  
Fax: (417) 869-6654  
Email: lwoods@greenecountymo.gov


**City of Battlefield**

ATTENTION: Beth West, City Clerk  
5434 S. Tower Drive  
Battlefield, MO 65619  
Telephone: (417) 883-5840  
Fax: (417) 883-8189  
Email: cityclerk@battlefieldmo.gov

IN WITNESS WHEREOF, Greene County, Missouri, acting by and through its County Commission, the Springfield-Greene County Office of Emergency Management, acting through its director, Larry Woods, and the City of Battlefield, Missouri, have caused this IGA to be duly executed by their proper officers, duly authorized by their respective commission or board of aldermen, as of the day and year first written above, and hereby further agree that this IGA shall be binding upon the parties hereto, their respective representatives, successors, and assigns.

**COUNTY OF GREENE, MISSOURI**

By:   
Bob Dixon, Presiding Commissioner

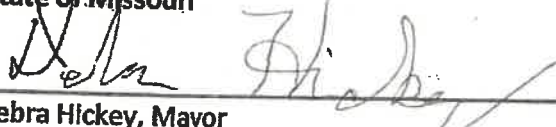
By:   
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

By:   
John Russell, Commissioner 2<sup>nd</sup> District

Attested By:

By: \_\_\_\_\_  
Shane Schoeller, Greene County Clerk

**CITY OF BATTLEFIELD, MISSOURI, a Municipal Corporation of the State of Missouri**

By:   
Debra Hickey, Mayor

By:   
Beth West, City Clerk

**SPRINGFIELD-GREENE COUNTY OFFICE OF EMERGENCY MANAGEMENT (OEM)**

By: \_\_\_\_\_  
Larry Woods, OEM, Director

Approved as to form:

By:   
Greene County Counselor

**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.

By: \_\_\_\_\_  
Cindy Stein, Greene County Auditor

Date \_\_\_\_\_



## **EXHIBIT A: Intergovernmental Agreement Scope of Services**

### **Background**

The following represents the Scope of Services available to the City participating in the collaborative emergency management shared services agreement. This attachment to the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA) serves to highlight the scope of services available to the City under the terms of the agreement. It is anticipated that this list may be further refined following future collaborative discussions between representatives of the OEM and the City on program governance and specific needs, if agreed to by all parties in writing, and subject to the County's approval.

- (a) OEM will provide the City with direct support of the development and maintenance of specific pre-disaster emergency management plans and training. Plans, guidelines, and operating procedures will be designed to meet or exceed local, state, and federal planning requirements. Capabilities and services offered to the City by the OEM will include:
- Coordinate and write mitigation planning activities to support local role in the county Mitigation Plan.
  - Coordinate and write jurisdictional Local Emergency Operations Plan (LEOP).
  - Coordinate annual approval of the LEOP with the State Emergency Management Agency (SEMA).
  - Coordinate training necessary to fulfill National Incident Management System (NIMS) compliance requirements.
  - Coordinate additional emergency management training courses to include; but not limited to, core competencies likely to be utilized during activation of the City's Emergency Operations Center.
  - Coordinate and offer exercises, following Homeland Security Exercise Evaluation Program (HSEEP) guidelines, to test local plans and personnel roles and responsibilities.
  - Coordinate and write after action reports for exercises, outlining a corrective action plan to improve on lessons learned.
  - Provide public education seminars and presentations to community groups as requested and available.
  - Coordinate and support Community Emergency Response Team (CERT) trainings.
  - Recommend improvements to the City's emergency management program, consistent with best practices.
  - Represent area municipalities at relevant county or regional emergency management meetings
- (b) The City will commit to providing the following:
- Designate local point of contact for coordinating mitigation/preparedness/response/recovery activities.
  - Support mitigation and emergency operations planning efforts.
  - Participate in trainings and exercises.
  - Assume and maintain all responsibility for conduction of all-hazard emergency response/recovery operations.

## EXHIBIT B: Intergovernmental Agreement Funding Formula

The City, receiving OEM's pre-disaster emergency management services under the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA), shall compensate the County for the services provided by the OEM in Exhibit A of the IGA on a funding formula based upon an initial fee of \$3.00 per capita of the individuals living inside the city limits of Battlefield as set in 2017 when the previous IGA was signed, with the addition of applicable cost of living and population fee adjustments through 2021 as agreed to in the previous IGA. Additionally, at the beginning of years 2 and 4 (of this IGA), a 3% cost of living adjustment will be applied based on the current annual fee. Additionally, at the start of year 3 and 5 (of this IGA), a reevaluation of community census as per the City Clerk's office will be evaluated and the annual fee adjusted accordingly. The following annual fee shall be paid by the City each year, with adjustments described above during the term of the IGA:

City	Juris Pop	Initial Per Capita Fee	Initial Total Annual Fee
Battlefield	6,050	\$3.00	$\text{Initial Annual Fee} = \text{Previous Annual Fee}$ $\text{Previous Annual Fee} = \text{Juris Pop} * \text{Initial Per Capita Fee in 2017 W/ Yearly Increases Per Exhibit C}$ <p style="text-align: center;"><u>\$19,212</u></p>

Month	Year	Type of Adjustment	Formula for Adjusted Fee
April	2022	Contract Signed	n/a
April	2023	3% Cost of Living	$\text{Adjusted Fee} = (\text{Previous Annual Fee} * 3\%) + \text{Previous Annual Fee}$
April	2024	Per Capita Adjustment	$\text{Adjusted Fee} = [(\text{Updated Juris Pop} - \text{Previous Juris Pop}) * \text{Per Capita Fee}] + \text{Previous Annual Fee}$
April	2025	3% Cost of Living	$\text{Adjusted Fee} = (\text{Previous Annual Fee} * 3\%) + \text{Previous Annual Fee}$
April	2026	Per Capita Adjustment	$\text{Adjusted Fee} = [(\text{Updated Juris Pop} - \text{Previous Juris Pop}) * \text{Per Capita Fee}] + \text{Previous Annual Fee}$
April	2027	Contract Expires/Sign New Contract	n/a

Further clarification of the funding formula and fee forecasting may be requested from the Springfield-Greene County Office of Emergency Management.

Payments shall be made to the County in equal quarterly payments based on the City's total annual fee on January 1, April 1, July 1, and October 1 of each year until the expiration or termination of this agreement.

**EXHIBIT C: Intergovernmental Agreement Billing Table**

Battlefield	LY	Prev. Popul.	Prev. Annual Fee	COLA (3%)	Updat. Popul.	Per Capita Incr. (\$3.00)	Updat. Annual Fee	Updat. Qtr. Billing	Q1 Month	Q1 Billing	Q2 Billing	Q3 Billing	Q4 Billing
2017	1	5,590	\$16,770.00				\$16,770.00	\$4,192.50		\$4,192.50	\$4,192.50	\$4,192.50	\$4,192.50
2018	2	5,590	\$16,770.00	\$503.10	6,050	\$1,380.00	\$18,653.10	\$4,663.28		\$4,192.50	\$4,663.28	\$4,663.28	\$4,663.28
2019	3	6,050	\$18,653.10				\$18,653.10	\$4,663.28		\$4,663.28	\$4,663.28	\$4,663.28	\$4,663.28
2020	4	6,050	\$18,653.10	\$559.59	6,050		\$19,212.69	\$4,803.17		\$4,663.28	\$4,803.17	\$4,803.17	\$4,803.17
2021	5	6,050	\$19,212.69				\$19,212.69	\$4,803.17		\$4,803.17	\$4,803.17	\$4,803.17	\$4,803.17
2022	1	6,050	\$19,212.69				\$19,212.69	\$4,803.17		\$4,803.17	\$4,803.17	\$4,803.17	\$4,803.17
2023	2	6,050	\$19,212.69	\$576.38			\$19,789.07	\$4,947.27		\$4,803.17	\$4,947.27	\$4,947.27	\$4,947.27
2024	3	6,050	\$19,789.07				\$19,789.07	\$4,947.27		\$4,947.27	\$4,947.27	\$4,947.27	\$4,947.27
2025	4		\$				\$	\$		\$	\$	\$	\$
2026	5		\$				\$	\$		\$	\$	\$	\$

\* The updated Annual Fee and Quarterly Billing for years 2024 – 2026 in this chart will change when updated population numbers for the years 2024 and 2026 are available and can be added to the table and factored into the established formula.

#### EXHIBIT D: Federal Contract Provisions

1. Contracts for more than the simplified acquisition threshold, currently \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement 624.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the 625 statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-626 federal entity must report all suspected or reported violations to the federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings

or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles 627 ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assigned or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations 628 issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (I) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies 629 as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to include an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
10. See § 200.322 Procurement of Recovered Materials.

**INTERGOVERNMENTAL AGREEMENT**  
**PRE-DISASTER EMERGENCY MANAGEMENT SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Greene, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "the County"), the Springfield-Greene County Office of Emergency Management (hereinafter referred to as "the OEM") and SPS of Springfield Public Schools, R-12, (hereinafter "SPS"), an urban school district and political subdivision of the State of Missouri, for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in SPS from all types of hazards.

**WITNESSETH:**

**WHEREAS**, The Missouri Revised Statutes, Section 44.080, gives authority for local emergency management agencies to be organized to perform emergency management functions and functions to protect the health and safety of persons and property during an emergency or disaster resulting from man-made or natural causes; and

**WHEREAS**, The County and SPS have adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

**WHEREAS**, the Greene County Commission has created within Greene County, Missouri, an emergency management agency known as the Springfield-Greene County Office of Emergency Management ("the OEM"); and

**WHEREAS**, The OEM performs emergency management functions to provide leadership and support to reduce the loss of life and property from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

**WHEREAS**, SPS, in order to protect the health and welfare of the residents within its municipal boundaries, desires to enter into an agreement with the County and the OEM in which the OEM will provide SPS with pre-disaster planning, training, and other specified services on a fee for service basis; and

**WHEREAS**, Section 70.220, RSMo., provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other political subdivision of this state for the planning, development, construction, acquisition or operation of any common service and this IGA represents an excellent opportunity for SPS, the County and the OEM to work cooperatively for the common good of improving the quality of life of their citizens and improving the response to emergencies to maximize the care provided to individuals involved in a natural, man-made, or technological disaster.



rights and/or defenses with regard to sovereign, governmental or official immunity under state or federal law.

**V. GENERAL VENDOR CLAUSE**

The County, the OEM, and SPS who are parties to this agreement are each separate and independent organizations and, as such, the County, the OEM, and SPS each retain their own identity in providing services and each is responsible for its own policies and activities. The County, the OEM, and SPS shall be responsible for their respective employees, agents, and volunteers as to any duties or activities contemplated in this agreement. This agreement does not create an employee/employer relationship among the parties. It is the parties' intention that the OEM will be a vendor and not a District employee for all purposes. This agreement shall not be construed as creating any joint employment relationship between the County, the OEM or SPS.

**VI. ENTIRE AGREEMENT**

This IGA represents the entire agreement of the parties and any changes, amendments, or modifications hereto shall be contained in a writing signed by all parties.

**VII. COUNTERPARTS**

This IGA may be executed simultaneously with two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**VIII. NOTICES**

All notices, demands, consents, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

**Greene County Commission**

ATTENTION: Bob Dixon, Presiding Commissioner  
1443 N. Robberson Avenue, 10<sup>th</sup> Floor  
Springfield, MO 65802  
Telephone: (417) 868-4112  
Email: bdixon@greenecountymo.gov

**Springfield-Greene County Office of Emergency Management**

ATTENTION: Larry Woods, CEM, Director  
330 W. Scott Street  
Springfield, MO 65802  
Telephone: (417) 869-6040  
Fax: (417) 869-6654  
Email: lwoods@greenecountymo.gov

IN WITNESS WHEREOF, Greene County, Missouri, acting by and through its County Commission, the Springfield-Greene County Office of Emergency Management, acting through its director, Larry Woods, and SPS of Springfield Public Schools, R-12, have caused this IGA to be duly executed by their proper officers, duly authorized by their respective commission or board of aldermen, as of the day and year first written above, and hereby further agree that this IGA shall be binding upon the parties hereto, their respective representatives, successors, and assigns.

**COUNTY OF GREENE, MISSOURI**

**SCHOOL DISTRICT OF SPRINGFIELD, R-12, an Urban Public School District and Political Subdivision of the State of Missouri**

By:   
Bob Dixon, Presiding Commissioner

By:   
Deputy Superintendent, Operations

By:   
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

By:   
Jim Farrell, Emergency Management Director

By:   
John Russell, Commissioner 2<sup>nd</sup> District

NOV 29 2022  
BOARD APPROVED

Attested By:

By: \_\_\_\_\_  
Shane Schoeller, Greene County Clerk

**SPRINGFIELD-GREENE COUNTY OFFICE OF EMERGENCY MANAGEMENT (OEM)**

By: \_\_\_\_\_  
Larry Woods, CEM, Director

Approved as to form:

By:   
Greene County Counselor

**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.

By: \_\_\_\_\_  
Cindy Stein, Greene County Auditor      Date \_\_\_\_\_

### EXHIBIT B: Intergovernmental Agreement Funding Formula

SPS, receiving OEM's pre-disaster emergency management services under the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA), shall compensate the County for the services provided by the OEM in **Exhibit A** of the IGA on a funding formula based upon a fee of \$0.64 per capita of SPS's anticipated enrollment for the next year. Each year, SPS will provide the next school year's anticipated enrollment information for the annual fee to be adjusted accordingly. The following annual fee shall be paid by SPS each year, with adjustments described above during the term of the IGA:

District		Juris Pop	Per Capita Fee	Initial Total Annual Fee
Springfield R-12		24,000	\$0.64	Initial Annual Fee=Juris Pop*Per Capita Fee \$15,360

Month	Year	Type of Adjustment	Formula for Adjusted Fee
April	2022	Contract Signed	n/a
April	2023	Per Capita Adjustment	Adjusted Fee= Adjusted Juris Pop*Per Capita Fee
April	2024	Per Capita Adjustment	Adjusted Fee= Adjusted Juris Pop*Per Capita Fee
April	2025	Contract Expires/Sign New Contract	n/a

Further clarification of the funding formula and fee forecasting may be requested from the Springfield-Greene County Office of Emergency Management.

Payments shall be made to the County in equal quarterly payments based on SPS's total annual fee on January 1, April 1, July 1, and October 1 of each year until the expiration or termination of this agreement.

or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles 627 ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assigned or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations 628 issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (i) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies 629 as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to include an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
10. See § 200.322 Procurement of Recovered Materials.



(417) 836-8878 BRENT STOCK  
 (417) 836-4847 TODD WILKINSON  
 (417) 836-8183 BROOKE WIDMAR  
 (417) 836-3756 KATHERINE PEREGOV

WWW.JAMESRIVERBASIN.COM

**MAILING ADDRESS:**  
 901 S. NATIONAL AVE., PCOB  
 SPRINGFIELD, MO 65897

**PHYSICAL ADDRESS:**  
 117 PARK CENTRAL SQUARE  
 SPRINGFIELD, MO 65806

**BOARD OF DIRECTORS:**

**PRESIDENT**

- STEVE CHILDERS

**PAST PRESIDENT**

- DAVE COONROD

**PRESIDENT-ELECT**

- TRAVIS COSSEY

**TREASURER**

- SHILOH BEEMAN

**SECRETARY**

- JIM LUMPE

- MICHAEL BRIDGES

- DAN CHILES

- LOUANNE DANNER

- GORDON DAY

- GREG FRITZ

- JESSICA HAYES

- RAY JONES

- KAITLYN MCCONNELL

- BRIAN SHIPMAN

- NATHAN STEARNS

- MILES SWEENEY

- MARK WOOD

**EXECUTIVE DIRECTOR**

- BRENT STOCK

**PROJECT MANAGER**

- TODD WILKINSON

**EDUCATION OUTREACH**

**COORDINATOR**

- BROOKE WIDMAR

**ADMINISTRATIVE ASSISTANT**

- KATHERINE PEREGOV

**STAFF:**

- LORING BULLARD

**SUPPORTED IN PART BY:**

- OUR MEMBERS

- MISSOURI DEPARTMENT OF

NATURAL RESOURCES

- MISSOURI STATE UNIVERSITY

- BASS PRO SHOPS

- GREENE COUNTY

- CITY OF Nixa

- CITY OF OZARK

- CITY OF SPRINGFIELD

- CITY OF REPUBLIC

- CITY UTILITIES OF SPRINGFIELD

**SERVICES AGREEMENT**

**CLIENT NAME:** Greene County Resource Management

**CONTACT:** Tim Davis & Vanessa Brandon

**ADDRESS:** 940 N. Boonville Springfield, MO 65802

**EMAIL:** [tdavis@greencountymo.gov](mailto:tdavis@greencountymo.gov); [vbrandon@greencountymo.gov](mailto:vbrandon@greencountymo.gov)

**PHONE:** 417-868-4147

**GENERAL CONTRACT INFORMATION**

**CONTRACTOR:** James River Basin Partnership (JRBP)

**CONTACT:** Brent Stock

**ADDRESS:** 901 S. National Ave., PCOB Springfield, MO 65897

**EMAIL:** [BrentonStock@JamesRiverBasin.com](mailto:BrentonStock@JamesRiverBasin.com)

**PHONE:** (417) 836-8878

**CONTRACT TITLE:** Water Quality Education and Outreach

**CONTRACT PERIOD:** January 1, 2023 – December 31, 2024

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Greene County, Missouri (hereinafter "County") and the James River Basin Partnership (hereinafter "Contractor")

**WHEREAS**, the County desires to engage the Contractor to render certain professional services hereafter described in Attachment A.

Contractor shall defend, indemnify, and hold harmless County and all of its elected officials, officers, employees and agents from any and all liability, loss, damages, expenses and costs (including attorneys' fees and expenses) that it may suffer or incur as a result of any claim for damage which results from any action or omission, in whole or in part, negligent or otherwise, of Contractor or its agents.

The parties to this Agreement are each separate and independent, and as such, 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 parties.

**TOTAL COMPENSATION NOT TO EXCEED:** County agrees to pay Contractor an amount not to exceed, \$21,000 annually for Tasks 1 through 6. Tasks 1, 3, and 4 will be billed on a lump sum basis. Tasks 2, 5, and 6 will be billed on a not-to exceed basis up to the amounts shown in Attachment A.

**CANCELLATION POLICY:** Should there be a need by the Contractor or the Client to cancel this contract, it will be mutually understood that no fees will be paid; reasonable and necessary expenses incurred prior to cancellation will be addressed on a case-by-case basis.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

GREENE COUNTY, MISSOURI

By:   
Presiding Commissioner

By:   
Commissioner District 1

By:   
Commissioner District 2

By: \_\_\_\_\_  
County Clerk

Approved as to form:   
County Counselor

AUDITOR CERTIFICATION FOR GREENE COUNTY, MO: 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.

By: \_\_\_\_\_  
County Auditor

JAMES RIVER BASIN PARTNERSHIP

By:   
Chair or Vice-Chair

By:   
Executive Director

## **ATTACHMENT A**

### **INTRODUCTION**

Greene County recognizes the importance of water quality education and outreach in protecting and improving the region's water resources and is federally-mandated to provide such education and outreach through its Municipal Separate Storm Sewer System (MS4) permit. The Environmental Division of the Greene County Resource Management Department desires to contract with James River Basin Partnership (JRBP) to assist with water quality education and outreach in the community. The start date of this contract is on or about January 1, 2023 and will continue through December 31, 2024 or until the contract funds have been expended or the contract has been terminated. The County's annual reporting period for its MS4 permit is January 1<sup>st</sup> through December 31<sup>st</sup>. JRBP will provide a summary of activities accomplished in this period upon the County's request for inclusion in the MS4 annual report.

### **SCOPE**

#### **Task 1: General Education and Outreach**

JRBP will provide information to the public about stormwater issues and available programs, including but not limited to the Lawn Steward soil testing program, rain barrel rebate program, and Yard Ethic, through local exhibits, social media, newsletters, and other opportunities as they arise.

- Provide information at 5 local events annually
- Post a minimum of 12 related posts on social media annually
- Provide info in 2 JRBP quarterly newsletters
- Distribute educational brochures and videos related to animal waste, nutrient runoff, and onsite waste water system maintenance.

#### **Task 2 - Implement Lawn Steward Program for Greene County Residents**

JRBP will implement a comprehensive education and outreach campaign to reduce over-fertilization of lawns and increase infiltration of stormwater runoff by improving soil health. The Lawn Steward program will provide a free soil test and nutrient management plan (NMP) for residential or commercial lawns within watersheds that are tributary to the James River (including Farmer Branch, Hunt Branch, James River tributaries upstream of Blackman intake, Pearson Creek, Schuyler Creek, Ward Branch, and tributaries of Wilsons Creek). JRBP will:

- Complete a minimum of 10 NMPs within the designated subwatersheds by December 31 annually, dependent on willing participants.

#### **Task 3 – Integrated Plan Field Day**

Coordinate with Watershed Committee of the Ozarks and City, County, and CU staff to organize an annual Integrated Plan Field Day. JRBP staff will provide logistical and programming support, coordinate lunch and refreshments, and provide supplies for field activities.

#### **Task 4 – Onsite Wastewater Training Workshop**

Work with staff from Greene County, Missouri Smallflows Organization, and other local partners to develop a workshop for developers and real estate professionals to learn about onsite waste water treatment systems. The workshop will take place at the Greene County Onsite Wastewater Training Center, and will feature incentives to attract attendees. This will take place in the first year.

**Task 5: Rainwater Harvesting**

Continue rain barrel rebate program - \$5 administration fee per rebate and 10-cents per gallon rebate not to exceed \$1,500 for administration fees and rebates. The total rebate is \$0.50 per gallon with an administrative fee of \$25. These costs are shared 60% by City of Springfield, 20% by City Utilities, and 20% by Greene County.

**Task 6 – Septic Tank Pump-out Rebates**

Provide a \$50 rebate for septic tank pump-outs in the James River watershed in Greene County. This rebate will add to an existing \$50 rebate currently offered by James River Basin Partnership, and also to a \$50 rebate being offered through City Utilities for the James River watershed upstream of Lake Springfield. These items will be billed based upon the actual number of pump-out requests received in these areas. For budgeting purposes, it is estimated that 60 requests will be received, totaling \$3,000.

**Fees:**

Task 1:	\$ 10,000
Task 2, not to exceed:	\$ 1,500
Task 3:	\$ 2,000
Task 4:	\$ 3,000
Task 5, not to exceed:	\$ 1,500
Task 6, not to exceed:	<u>\$ 3,000</u>

TOTAL, not to exceed: \$ 21,000 per year

Fees include mileage and incidental supplies. Fees for Tasks 1, 3 and 4 will be billed on a lump sum basis, to be billed per year as follows: 50% at mid-calendar year and 50% at the end of the calendar year. Billing amounts for Tasks 2, 5 and 6 will be based upon the actual expenditures up to the maximum amounts stated.



**REGIONAL BROADBAND INITIATIVE**  
**PARTICIPATION AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into on this 12<sup>th</sup> day of January, 2023 (the "Effective Date"), by and between the parties defined below (collectively referred to as "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties have determined that there is an opportunity to improve the local community's health, safety, and welfare by combining efforts, funds, and opportunities to improve access to broadband high-speed internet throughout the region served by the Parties; and

**WHEREAS**, the Parties desire to continue these combined efforts through a Regional Broadband Initiative Board ("RBI Board") and enter into this Agreement to provide for the terms and conditions necessary for the Parties to each participate in, and receive value from, the RBI Board.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Parties to the Agreement. The following entities are parties to this Agreement (in alphabetical order).

1.1 Christian County Missouri, by and through the Commissions of Christian County Missouri ("Christian County").

1.2 City of Nixa, Missouri ("Nixa").

1.3 City of Ozark, Missouri ("Ozark").

1.4 City of Republic, Missouri ("Republic").

1.5 City of Strafford, Missouri ("Strafford").

1.6 City of Willard, Missouri ("Willard").

1.7 Greene County Missouri, by and through the Commissioners of Greene County, Missouri ("Greene County").

2. Purpose. The purpose of this Agreement is:

2.1 For the Parties to explore the possibility of jointly conducting, and cost sharing a broadband feasibility analysis ("Analysis") for extension of broadband services to citizens within the municipal limits of Nixa, Ozark, Republic, Strafford, Willard, and unincorporated areas as determined by Greene County and Christian County.

2.2 For the Parties to create the RBI Board which shall facilitate the Analysis by, among other things, selecting a Consultant for the Analysis; and in the event the Analysis finds expanding broadband into these areas is feasible under such conditions as are acceptable to the Parties, to then manage and direct such expansions.

3. Term of the Agreement.

3.1 The initial term ("Initial Term") of this Agreement shall begin as of the Effective Date of this Agreement and shall terminate on March 31, 2026.

3.2 Upon termination of the Initial Term, the Agreement shall automatically continue thereafter on a year-to-year basis until terminated. Any party may choose to withdraw by giving at least one (1) year advance written notice to all other Parties of their intent to terminate the Agreement.

3.3 Termination for Cause. The RBI Board, as described below, may remove any party upon the party's failure to pay any cost assessment approved by the RBI Board.

4. RBI Board. The RBI Board will consist of seven members. Each Member will appoint one (1) designated primary member to the RBI Board. In addition to the appointment of a designated primary member, each of the Members shall appoint an authorized designated alternative representative who shall be authorized to act in the absence of the designated primary member.

4.1 Each member shall have one (1) vote on the RBI Board.

4.2 A quorum shall consist of half the Members plus one (1).

4.3 Decisions of the RBI Board require at least four (4) affirmative votes of the Members, regardless of the size the quorum present at the time of the vote, except those decisions to expend funds will require five (5) affirmative votes regardless of the size of the quorum present at the time of the vote.

4.4 The Members shall select one of the Members to serve as chairperson, and one to serve as vice-chairperson (who shall serve in the absence of the elected chairperson), each for a term of one (1) year. The chairperson and vice-chairperson shall rotate among the Members. The chairperson and the vice-chairperson shall have the same voting rights as the other Members but shall have no other special voting rights additional to or different from the other Members.

4.5 The RBI Board's responsibilities and authority shall include:

4.5.0 Establishing bylaws and administrative guidelines for the RBI Board, but limited to the scope of purpose and authority provided in this Agreement.

4.5.1 Selecting a consultant to perform the Analysis.

4.5.2 Developing and approving the Analysis.

4.5.3 Determining appropriate actions in response to the results of the Analysis.

4.5.4 Scheduling and participating in meetings no less than four (4) times per year.

5. Consultant Selection.

5.1 The RBI Board will review qualified consultants to perform the Analysis which will be provided by City Utilities of Springfield, Missouri, pursuant to separate contract.

5.2 Should, after review of the consultants, the RBI Board approve proceeding with the Analysis, the RBI Board will select a consultant to assist it with the project and take appropriate action thereafter.

6. Cost Allocation.

6.1 For the work performed by the Consultant, for the cost of the Analysis, and costs identified in Paragraph 13 of this Agreement, each of the Parties will pay a pro rata percentage identified in Exhibit A.

6.2 Termination:

6.2.0 Any Party may terminate their participation in the RBI Board, and the fiber expansion project within thirty days of a cost analysis submitted to it by the Consultant (or any subsequent amendment to the cost analysis), if it feels, in its sole discretion, the cost exceeds its available funds for the project. In the event that less than 5 parties remain on the RBI Board, this Agreement shall automatically be terminated, and the RBI Board shall be dissolved.

6.2.1 Non-Appropriation. In the event no funds are appropriated for this agreement, any member who is a public entity pursuant to Missouri Law, will have the right in any given fiscal year to terminate this contract without penalties of any sort. Notice of non-appropriate must be given to all other parties within fifteen (15) days of the failure to appropriate said funds. Said termination shall be effective on the first day of the member's fiscal year following notice of failure to appropriate.

6.2.2 Any such Party terminating participation will be responsible for all costs incurred prior to their termination.

6.3 In the event a Party to this Agreement terminates its participation pursuant to the terms of this Agreement permitting such termination, the amounts in Exhibit A will be recalculated to reflect each remaining Party's pro-rata share. The parties understand that if a party

terminates their participation, it is expected that the total cost of the project will be reduced, as the estimated cost of the project consists of, at least in large part, a per household analysis basis.

7. Force Majeure. In case any of the Parties to this Agreement should be delayed in or prevented from performing or carrying out any of the covenants or obligations made by and imposed upon said party by this Agreement by reason of Force Majeure, then in such case or cases, the Parties shall be relieved of performance under this Agreement except for the obligation to pay for services already received under this Agreement, and shall not be liable to any other party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the party suffering such delay or prevention shall use due or practicable diligence, to remove the cause or causes thereof; and provide, further, that neither party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term "Force Majeure" shall be any cause not reasonably within the control of the party claiming Force Majeure, not attributable to such party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource use in connection with the generation of electricity, riots fires, floods, ice, invasions, civil wars, commotion insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action, order of any civil or military authority explosion, act of God or the public enemies, sabotage, or orders or permits, or the absence of the necessary order or permits, of any kind which have been properly and timely applied for from the government of the United States of America, or any political subdivision thereof.

8. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with Missouri law. Venue shall be proper in accordance with Missouri law.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.

10. Modification. No modification of the terms and provisions of this Agreement shall be or become effective except by written amendment executed by the Parties.

11. Notices. All written notices under this Agreement shall be deemed properly sent if delivered in person, registered or certified mail, return receipt requested, postage prepaid to the persons specified below:

Christian County:

Attn: Christian County  
Commission  
100 W. Church # 304  
Ozark, MO 65721

City of Nixa:

Attn: City Administrator  
715 W. Mt Vernon Street  
Nixa, Mo 65714

City of Ozark:

Attn: City Administrator  
205 N. 1<sup>st</sup> Street  
Ozark, Mo 65721

City of Republic:

Attn: City Administrator  
213 N. Main Street  
Republic, Missouri 65738

City of Strafford:

Attn: City Administrator  
126 Washington St  
Strafford, Missouri 65757

City of Willard:

Attn: City Clerk,  
224 West Jackson St  
Willard Missouri, 65781

Greene County:

Attn: Chris Coulter, County  
Administrator  
Greene County Commission  
1443 N. Robertson Ave., 10<sup>th</sup>  
Floor  
Springfield, Missouri 65802

Courtesy Copy to:  
N. Austin Fax  
Lowther Johnson Attorneys at  
Law, LLC  
901 E. St. Louis St., 20<sup>th</sup>  
Floor,  
Springfield, MO 65806

12. Authority. Each party represents that it has the necessary corporate, legal, and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said party has been created.

13. Public Body. The Parties recognize that the RBI Board is a public governmental body subject to the Missouri Sunshine Law. All records created by the RBI Board shall be provided to Greene County and the Greene County Clerk shall be appointed custodian of records for the RBI Board. As such, the Custodian of Records shall be responsible for ensuring compliance with the Missouri Sunshine Law including but not limited to maintaining records for and posting meeting notices on behalf of the RBI Board. Custodian of Records shall be entitled to repayment of reasonable costs expended in connection with their duties as required by this agreement.

**REMAINDER OF PAGE INTENTIONALLY  
LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

**Christian County Commissioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Christian County Commissioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Christian County Commissioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Kay Brown, Christian County Clerk**

**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.**

\_\_\_\_\_  
**Amy Dent, Christian County Auditor**

**Approved as to Form:**

By: \_\_\_\_\_  
**Christian County Counselor**

**City of Nixa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form (City of Nixa)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Ozark**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form (Ozark)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Republic**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form (City of Republic)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Strafford**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form (City of Strafford)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Willard**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form (City of Willard)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Greene County Commissioner**

By: [Signature]

Name: Bob Dixon

Title: Presiding Commissioner

**Greene County Commissioner**

By: [Signature]

Name: Rusty MacLachlan

Title: Commissioner DIST 1

**Greene County Commissioner**

By: [Signature]

Name: John C Russell

Title: Commissioner, District 2

**Attest:**

**Approved as to Form:**

Shane Schoeller, Greene County Clerk

By: \_\_\_\_\_

**Greene County Counselor**

**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.

Cindy Stein, Greene County Auditor



**EXHIBIT A**  
**Cost share**

For the work performed by City Utilities, each Partner will pay to City Utilities the amount shown as their proportional share on Exhibit A under the column titled “%of \$20K NTE” except that:

- Christian County will also be responsible for paying the shares of the following cities: Fremont Hills, Sparta, Saddlebrook, Highlandville, Clever and Billings; and
- Greene County will also be responsible for paying the shares of the following cities: Walnut Gove, Ash Grove, Fair Grove, Rogersville and Battlefield.

County	Address (Count)	% of total	% of \$20K NTE
Greene County	41,717	42.42%	\$ 8,484.84
Christian County	16,972	17.26%	\$ 3,451.94

Municipalities	Address (Count)	% of total	
Willard	2,174	2.21%	\$ 442.17
Walnut Grove	379	0.39%	\$ 77.09
Ash Grove	717	0.73%	\$ 145.83
Fair Grove	820	0.83%	\$ 166.78
Rogersville	48	0.05%	\$ 9.76
Strafford	1,119	1.14%	\$ 227.59
Republic**	7,482	7.61%	\$ 1,521.77
Battlefield*	2,437	2.48%	\$ 495.66
Fremont Hills	458	0.47%	\$ 93.15
Nixa	10,441	10.62%	\$ 2,123.60
Sparta	908	0.92%	\$ 184.68
Saddlebrooke	160	0.16%	\$ 32.54
Ozark	10,218	10.39%	\$ 2,078.24
Highlandville	484	0.49%	\$ 98.44
Clever	1,210	1.23%	\$ 246.10
Billings	589	0.60%	\$ 119.80
<b>Total:</b>	<b>98,333</b>	<b>100.00%</b>	<b>\$ 20,000.00</b>

\* A part of Battlefield is already served by City Utilities for broadband services

\*\* A small part of Republic is in Christian County