

Greene County Commission Briefing
Commission Conference Room
1443 N. Robberson, 10th Floor
February 19, 2019, 9 a.m.

Present: Heather Dehart, Amanda Corcoran, Maily Jeffries, Chris Coulter, Kate Morris, John Russell, Bob Dixon, Debi Wade, Bob Dixon, Donna Barton, Harold Bengsch, Jeff Scott, Adam Humphrey, Rock Artman, Tina Phillips, Mike Cagle, and

An equitable sharing agreement and certification for the Prosecuting Attorney's Office was presented (Exhibit A). Commissioner Bengsch made a motion to authorize Commissioner Dixon to sign and adopt the agreement. Commissioner Russell seconded the motion. The motion passed unanimously.

Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Commissioner Dixon called for the appointment of a member and alternate to the Trunked Radio System Board. He made a motion to appoint Office of Emergency Management Director Larry Woods as the county's representative member and to appoint Budget Officer Jeff Scott as the alternate.

Commissioner Bengsch seconded the motion. The motion passed unanimously.

Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Jeff Scott presented, for discussion and possible vote, the approval to allow City Utilities representatives to negotiate contract terms for the Trunked Radio System upgrade. Commissioner Russell made a motion to approve the request. Commissioner Bengsch seconded the motion. The motion passed unanimously.

Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Also presented for approval was the request to allow City of Springfield and/or City Utilities staff to create a new partnership agreement for the TRS System Upgrade provided the Sheriff/Sheriff counsel has the ability to review and make suggestions as a major participant and Commission/Commission counsel has the ability to review and negotiate changes as a signing member. Commissioner Bengsch made a motion to approve the request. Commissioner Russell seconded the motion. The motion passed unanimously.

Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Lt. Debi Wade presented an intergovernmental contract for Accurint (Exhibit B). This contract is for LexisNexis crime mapping used by the Sheriff's Office for intel. Commissioner Bengsch made a motion to approve the contract. Commissioner Russell seconded the motion. The motion passed unanimously.

Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Commissioner Russell presented for discussion and vote the authorization to advertise and bid for health insurance coverage and ancillary benefits for Greene County employees. Commissioner Russell noted that the county budget accounted for a 10 percent increase in health insurance cost but a recent Midwest Public Risk newsletter said increases could be anywhere from 15 to 18 percent. He said that with that big of a change and changes in the market over the last few years it feels like an appropriate

time to look into it. He noted that Human Resources and MPR have done a great job, but that it was just time to look into other options. Human Resources Director Mailyn Jeffries said that the newsletter was most likely reflecting national trends and doesn't necessarily reflect regional rates. Nixon Lindstrom representative Heather Dehart said regional rates have mostly been between 12 to 15 percent. She said the pool Greene County is in has been much lower, but recently began to increase. Jeffries expressed concern with the timeline looking into and possibly retaining a new broker and rolling out new insurance coverage. She said the bid process would be 60 days. Starting from March 1 would bring that period to May 1. From there, carriers would need 30 days to process changes, putting open enrollment at a June 1 start date. The open enrollment period is 30 days. Employees must have coverage starting in July, she said. She said that this timeline could pose a lot of adjusting and learning curve for both employees and HR staff. Commissioner Russell noted that this change would only happen if there's a very good reason, such as significant savings, which could make the adjustment worth it.

Commissioner Dixon questioned the feasibility of moving the coverage year start date from July to January. Heather Dehart explained that about 90 percent of her clients currently renew in January, but many are trying to switch to the July start because it results in savings. Commissioner Russell noted that he requested from HR claims utilization reports three weeks ago and hasn't received them yet. Commissioner Dixon said he understands the challenges that would be involved in this process, but he is very concerned about next year's budget and wants to be able to say the county looked at everything, as a part of fiduciary responsibility. Mailyn Jeffries reiterated that they do not have the 90 days needed to meet the July deadline. Commissioner Russell noted that the county could keep its current coverage until a new provider coverage period begins, if the bidding process results in finding a better option. Heather Dehart confirmed that this is possible.

Commissioner Russell made a motion to put the health insurance out for broker bid (net of commissions) to include ancillary benefits as well as carrier bids including exploring having both Cox and Mercy networks as options, as well as exploring a longer coverage period such as 18 months (to potentially move the renewal date to January 1). Commissioner Dixon seconded the motion for discussion. Commissioner Bengsch said that it's very important to keep an open dialogue with employees regarding any possible changes. The motion passed unanimously. Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Highway Department Assistant Director Adam Humphrey presented an update regarding BRO Funding (Exhibit C). He said that Greene County won't see an impact from the recession of this funding, but other counties would certainly be effected. Commissioner Dixon suggested Commission send a letter to the congressional delegate on behalf of counties that could be impacted.

Budget Officer Jeff Scott gave a departmental update to the Commission. He provided copies of a letter from county counsel to a citizen regarding foreclosure (Exhibit D). He said Mike Cagle is working on year end entries and Tax Oversight Board information, and Tina Phillips took over liability applications. Jeff said he is working on preparing 911 year end financials.

County Administrator Chris Coulter told the Commission that there is an insurance committee comprised of staff and office holders, and that it would be a good idea to involve this committee in the

health insurance bidding process. He said he's working with Planning and Zoning staff to look at inclement weather protocol regarding planning board meetings, in light of recent weather developments. He said he will be meeting with medical examiner staff later in the day and noted that the county is now locked into contract with Forensic Associates for the next two years. He said he and pretrial staff have been communicating with Judge Mark Powell regarding changes coming in July. He also informed the commission that, despite some signage changes, parking assignments at the Cox Medical Tower remain the same.

Public Information officer Donna Barton told the Commission that she's working on a press release about the county's purchase of the book store property on Central Street. She's also working on meet and greets with Commissioner Russell, and a press release for the Archives MO 2021 project.

Meeting adjourned.



Equitable Sharing Agreement and Certification



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

Type: Prosecutor's Office

Agency Finance Contact

Name: Ogden, Rhonda

Phone: 417-829-6307

Email: rogden@greencountymmo.gov

Jurisdiction Finance Contact

Name: Ogden, Rhonda

Phone: 417-829-6307

Email: rogden@greencountymmo.gov

ESAC Preparer

Name: Ogden, Rhonda

Phone: 417-829-6307

Email: rogden@greencountymmo.gov

FY End Date: 12/31/2018

Agency FY 2019 Budget: \$6,979,222.29

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds ¹

Treasury Funds ²

| | | | |
|---|---|------------|--------|
| 1 | Beginning Equitable Sharing Fund Balance | \$0.00 | \$0.00 |
| 2 | Equitable Sharing Funds Received | \$5,921.18 | \$0.00 |
| 3 | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force | \$0.00 | \$0.00 |
| 4 | Other Income | \$0.00 | \$0.00 |
| 5 | Interest Income | \$64.71 | \$0.00 |
| 6 | Total Equitable Sharing Funds Received (total of lines 1-5) | \$5,985.89 | \$0.00 |
| 7 | Equitable Sharing Funds Spent (total of lines a - n) | \$0.00 | \$0.00 |
| 8 | Ending Equitable Sharing Funds Balance (difference between line 7 and line 6) | \$5,985.89 | \$0.00 |

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

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

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

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

Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Other Income

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| | | |

Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Support of Community-Based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Non-Categorized Expenditures

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Paperwork Reduction Act Notice

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

Privacy Act Notice

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

Single Audit Information**Independent Auditor****Name:** Friedrich, Rebecca**Company:** KPM**Phone:** 417-882-4300**Email:** rebeccaf@kpmcpa.com

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

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database:

Affidavit

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

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

Equitable Sharing Agreement

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

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

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

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

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

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

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

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

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

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

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

Civil Rights Cases

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

☐ Yes ☒ No

Agency Head

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

Signature: Submitted Electronically

Date: 02/08/2019

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

Governing Body Head

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



Signature: Submitted Electronically

Date: 02/08/2019

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

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

Submitted Electronically on 02/08/2019

| | | | |
|---|---|--|-------------------------|
| ROUTING | (1) ORIGINATING DEPARTMENT | (2) GREENE COUNTY | (3) FINANCE DEPARTMENT |
| ORDER | (4) LAW DEPARTMENT | (5) CITY MANAGER'S OFFICE | (6) CITY CLERK'S OFFICE |
| EFFECTIVE DATE FEBRUARY 1, 2019 | TERMINATION DATE JANUARY 30, 2020 | CONTRACT NUMBER: | |
| (X) NEW CONTRACT | | () RENEWAL OF CONTRACT NO. | |
| CITY | | Greene County | |
| CITY OF SPRINGFIELD 321 E. CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802 PHONE (417) 864-1722 EMAIL: TPETERS@SPRINGFIELDMO.GOV ATTN: CAPTAIN TAD PETERS DEPT: POLICE | | GREENE COUNTY MISSOURI 940 N. BOONVILLE SPRINGFIELD, MO 65802 PHONE: (417) 829-6265 EMAIL: DWADE@GREENECOUNTYMO.GOV ATTN: LT DEBORAH WADE | |

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by the parties identified above.

WHEREAS, the City of Springfield and Greene County desire to consolidate economic resources, achieve a uniform analytical software and services system that supports the extraction, combination, cleaning, analysis and reporting of law enforcement related data; and

WHEREAS, in order to accomplish these goals, such other Agencies as may now or at a future date execute this Agreement and its Exhibits substantially in the form set forth herein may be added as parties to this agreement; and

WHEREAS, the City of Springfield has contracted with LexisNexis Risk Solutions to provide the software necessary to implement such analytical software system; and

WHEREAS, the Agencies recognize the value in pooling their resources to create a uniform and seamless system which will greatly assist all participating agencies and the general public through improved data collection and data sharing; and

WHEREAS, LexisNexis Risk Solutions offers all participating agencies an analytical software, known as Accurint Crime Analysis, and services to support the extraction, combination, cleaning, analysis and reporting of law enforcement related data that can meet the collective and individual needs of each agency; and

WHEREAS, this Agreement and all attachments incorporated by reference herein sets forth the scope of each Agency's responsibilities as well as the benefits each agency will receive by the Agency's participation in this contract.

NOW THEREFORE, the Agencies executing this agreement enter into an Intergovernmental Agreement under §70.220 RSMo for their mutual benefit as further described in this Agreement, and for the benefit, health, safety and welfare of the public.

- I. **Term and Automatic Renewal.** The term of this Agreement shall commence when approved by the governing bodies of each party and executed by the persons authorized to sign on behalf of each party. This Agreement shall be for a period of one (1) year, and shall automatically renew each year unless either party has been terminated or cancels, or if Greene County provides written notice of non-renewal to the City of Springfield at least 180 days prior to the end of the Agreement term.
- II. **Scope and Services, Costs, and Payment.** The Scope of Services shall be as described in **Exhibit A**, "Scope of Services," attached and incorporated herein. The costs and payments associated with this Agreement shall be as described in **Exhibit B**, "Costs and Billing" attached and incorporated herein.
- III. **Non-Discrimination.** In the performance of the services of this Agreement, each party agrees not to discriminate against any employee or applicant because of race, religion, age, color, sex, handicap, national origin or ancestry. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.
- IV. **Liability.** Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives, and shall be responsible for losses, claims and liabilities which are attributable to such acts or omissions.
- V. **Compliance with applicable laws.** Each party shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which may in any manner affect this Agreement.
- VI. **Legal Powers and Duties.** Each party understands and agrees that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- VII. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and signed by the authorized agent of the party serving the notice and shall be sent by registered or certified mail, return receipt required, postage prepaid, or hand delivered to the persons designated below:
- a. City of Springfield: Jason Gage, City Manager
 - b. Greene County: _____
 - c. If any party wishes to designate another person for the receipt of notice under this section, that party shall notify all other parties in writing by sending a notice under this section.
- VIII. **Controlling Law.** It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Missouri law shall be controlling. Venue shall be in the circuit court of Greene County, Mo.
- IX. **Entire Agreement.**
- A. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
 - B. This entire Agreement is intended to be an agreement solely among the parties hereto and for their benefit only. No part of the Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- X. **Amendment.** This agreement shall be binding on the parties hereto, and cannot be varied or waived by any oral representations or promise of any agenda or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Agreement, unless another provision is specifically provided for elsewhere in this Agreement.

- XI. **Severability.** If any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- XII. **No Waiver.** No failure to exercise, or any delay in exercising, any right, power, or remedy hereunder by any party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party making the waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- XIII. **Termination.**
- a. **Termination by the City of Springfield for Cause.** If through any cause, any agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if any agency shall violate any of the terms or conditions of the Agreement, the City of Springfield shall have the right to terminate this Agreement as to that agency by giving notice of such failure or violation under the Notice procedures provided in Section VII, Notices. Upon receipt of such notice the agency shall have thirty (30) days to cure such failure or violation or the Agreement shall terminate. The procedures under paragraph C, below, shall apply to the terminated agency. If any agency is terminated under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract. Termination as to one Agency shall not affect the Agreement as to another.
 - b. **Cancellation by City of Springfield or any Agency, no cause, payment.** Any party may terminate this Agreement without cause by giving the other party no less than one hundred eighty (180) days written notice of its intent to cancel, under the procedures of Section VII, Notices. If any agency terminates participation under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract.
 - c. **Procedures upon Termination, Cancellation or Non-Renewal of Any Agency.**
 - A. If any agency is terminated, cancels or non-renews, their participation in this Agreement the City of Springfield shall deactivate all passwords and log-ins issued to that agency as of the date of termination, cancellation or non-renewal.
- XIV. **Third Party Rights.** This Agreement is intended to be solely among the parties hereto. Nothing in this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- XV. **Authority.** Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Agreement to be executed.

FOR THE CITY OF SPRINGFIELD:

CITY OF SPRINGFIELD

A municipal corporation

Jason Gage, City Manager

Date

Approved as to form:

City Attorney or designee

Date

FOR GREENE COUNTY:

GREENE COUNTY SHERIFF

Sheriff Jim Arnott

GREENE COUNTY COMMISSION

Bob Dixon, Presiding Commissioner

Harold Bengsch, Associate Commissioner District #1

Associate Commissioner District #2

Date

Approved as to form:

County Counselor



ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and _____, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

County Clerk, Shane Schoeller

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2019, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Auditor, Cindy Stein

Exhibit A

I. OVERVIEW:

The purpose of this contract is to allow Greene County, Mo to partner with the City of Springfield, Mo to use Accurint Crime Analysis as an analytical software service company under the terms of this agreement. The City of Springfield presently contracts with LexisNexis Risk Solutions to provide this service. LexisNexis Risk Solutions is an analytical software and service company that provides services to support the extraction, combination, cleaning, analysis and reporting of law enforcement related data. Accurint Crime Analysis will access the law enforcement agency data and make it available to each user via a web-based login. Accurint Crime Analysis will pull selected data from Niche and place it into the selected Accurint Crime Analysis database fields. The data will then reside on the Accurint Crime Analysis servers. The Parties authorized employees will be granted access to the database maintained by Accurint Crime Analysis. The goal of this agreement is to provide a standardized collection and analysis of this data from the regional law enforcement agencies.

II. City of Springfield Responsibilities:

1. **Connection for Data Transfer.** Greene County is presently using Niche. The City of Springfield, Mo shall provide an SSIS (SQL Server to SQL Server) connection between the Niche production server and Accurint Crime Analysis so that Accurint Crime Analysis can pull the selected data from the Niche database.
2. **Billing.** The City shall provide invoices to Greene County consistent with Exhibit B.
3. **Login.** The City shall provide user identification and login information to the participating agencies through Accurint Crime Analysis

III. Greene County Responsibilities:

1. **Hardware.** Greene County shall be responsible to acquire, maintain and administer necessary hardware equipment and software applications necessary for accessing the Accurint Crime Analysis from their local site.
2. Greene County shall ensure that all users from Greene County use the software in a manner consistent with the law and for valid law enforcement and public safety purposes only.
3. **Security breaches.** Greene County shall promptly report any suspected security breaches to the City of Springfield, Mo Chief of Police and the Greene County Sheriff.
4. **Release of Records.** Greene County shall handle requests for release of records as required by law.
5. **Additional Costs.** Greene County shall be responsible to the City of Springfield, Mo for any additional costs for these services as a result of the addition of Greene County users.
6. **Updating User List.** Greene County shall update the user list with the City of Springfield, Mo should there be any change to the authorized Greene County employees.

IV. Security and Release of RMS Data:

Any data converted, transferred, entered or stored shall be the sole property of the party that produced the data, with each party granting to each other consent to use and review the data only for lawful law enforcement purposes and in accordance with other procedures described herein. Such data shall be used solely for valid law enforcement purposes according to law and the policies of each agency. Each party shall be responsible for responding to 610.010 et seq. requests and any other requests from any requestor, to view, access, or release its own data. No party shall allow access to or release the data of another party to anyone who is not a valid user of one of the parties to this Agreement. If a request is made to one party for access or release of data of another party, the requestor shall be directed to the party that produced that data.

Exhibit B

I. Billing

Greene County shall be invoiced by the City of Springfield, Mo, by April 1st each year for the contract term of this agreement. The payment shall be due to the City of Springfield, Mo no later than the thirtieth (30th) of that month. The invoices will reflect the Contract terms with two partnering agencies. Greene County is aware that the amounts shown in the tables below are subject to change should there be an addition or removal of users or partnering agencies.

SPD: Springfield, Mo Police Department

GC: Greene County

Estimated Contract Term with 2 Participating Agencies

| | |
|---|---------------------------|
| Accurint Crime Analysis (formerly ATAC Raids) Total First Year Cost for SPD and GC | \$8,712 |
| Divided by total number of officers (SPD 362 + GC 120 = 482 Total Sworn) | \$18.07 price per officer |
| Number of GC Officers | 120 |
| Price Per Officer | x \$18.07 |
| Total amount GC owes SPD for the Contract Term | \$2,168.40 |

Off-System Bridge Program (BRO) – FY2020 Funding Rescission

FACT SHEET:

- The FAST (Fixing America's Surface Transportation) Act:
 - Signed into law by President Obama on December 4, 2015
 - Authorized \$305 billion in highway transportation funds for fiscal years 2016 thru 2020
 - Included funding for the Highway Bridge Program (HBP) which includes Off-System Bridge Replacements (i.e. BRO Program)
- The original FAST Act legislation of 2015 included language (Section 1438) that required the rescission of a total of \$7.569 billion in funding, which will take place on July 1, 2020
- The funding rescission (Section 1438) that was included as part of the FAST Act was a legislative mechanism for balancing the federal budget because there was a financial shortfall identified for funding all of the programs included within the FAST Act thru 2020
- The FAST Act rescission applies to unspent (unobligated) fund balances that are allocated under Chapter 1 of Title 23, United States Code – which includes the Off-System Bridge Replacement (BRO) Program
- Rescission amounts for each state will be calculated based upon each state's overall share of the unobligated federal balance. Each state's share will then be rescinded proportionately among that state's programs.
- The rescission amounts will be based upon the unspent balances that remain as of September 30, 2019
- Greene County's projected BRO balance for September 30, 2019 will be about \$1,500 – meaning that we would not be subject to any significant funding rescission impacts
- If Congress were to pass a new transportation funding bill between now and July 1, 2020, it is possible that this rescission could become obsolete

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February 14, 2019

Via Email: jamesbooth134@yahoo.com

Mr. James Booth

RE: **Greene County, MO v. James and Melissa Booth**
 Matter ID 1500-002.063

Mr. Booth:

Your email to Tina Phillips at the Greene County Budget Office dated January 29, 2019 has been referred to me for a response. After meeting with the staff of the Planning and Zoning Department and the County Commission, the County intends to proceed to abate the zoning violations on the property that is the subject of the Court's Interlocutory Order dated June 21, 2018 in Case No. 1631-CC01555. I had previously written to you on January 23, 2019 to inform you that Greene County was now the owner of the property located at 2629 W. Roxbury St., Springfield, MO. by virtue of a Sheriff's Deed which was issued to Greene County on January 11, 2019 following a Sheriff's Sale of the property on January 9, 2019. The letter informed you that you need to vacate the premises on or before February 27, 2019. The County is demanding that you vacate the premises and any animals located on the property or in the dwelling by February 27, 2019 because it is the County's intention to take possession of the property at that time. Any personal property items left on the property as of that date will be disposed of.

With the ongoing violations of the County's Zoning Regulations, the County Commission is not interested in selling the property back to you at this time. After the violations are abated by the County, it intends to list the property for sale at its fair market value and you, along with any member of the general public is welcome to make an offer regarding the purchase of the property.