



Bob Dixon
Presiding Commissioner

Shane Schoeller
Clerk of the Commission

Harold Bengsch
1st District Commissioner

Christopher J. Coulter, AICP
County Administrator

John C. Russell
2nd District Commissioner

COUNTY COMMISSION

Greene County, Missouri

(417) 868-4112

Greene County Commission Commission Briefing Minutes

Thursday, June 27, 2019
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

Attendees: Bob Dixon, Harold Bengsch, John Russell, Major Royce Denny, Janell Westbrook, Melissa Denney, Laura Merriman, Chris Coulter, Cindy Stein, Dan Patterson, Kevin Barnes, Rob Rigdon, Donna Barton and Megan Applegate.

Informational Items

Resource Management - Resource Management Director Kevin Barnes informed Commission that the code enforcement officer will be out the week of July 01-05. Barnes will be presenting the Commission with flood buyout properties in the near future.

Items for Consideration and Action by the Commission

Judicial Courts New 2nd floor Courtroom, AIA Contract for A/E Services with NForm Architecture, Resource Management Barnes presented the Commission with the judicial courts new 2nd floor courtroom, AIA contract for A/E services with Nform Architecture. (EX 1) Commissioner Bengsch moved to approve the contract for the judicial courts new 2nd floor courtroom. Commissioner John Russell seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

MOU River Bluff Addendum, Resource Management Barnes presented the Commission with the MOU River Bluff addendum (EX2). Commissioner John Russell moved to approve the MOU River Bluff addendum. Commissioner Harold Bengsch seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

GMP Amendment for the Precast Cells & Pre-Construction Services, Purchasing Dept. Director of Purchasing Melissa Denney and Laura Merriman presented the Commission with the GMP amendment for the precast cells and pre construction services. (EX3) Commissioner Harold Bengsch moved to approve the GMP amendment for the precast cells and pre construction services. Commissioner John Russell seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

Engagement Letter, Commission Office Commissioner John Russell moved to table the Engagement Letter from the State Auditor's Office. Commissioner Harold Bengsch seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

KPM Letter of Representation, Auditor's Office Auditor Cindy Stein provided the Commission with the yearly KPM letter of representation. (EX4) Commissioner Harold Bengsch moved to approve the Presiding Commissioner Bob Dixon to sign the letter. Commissioner John Russell seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

2020 DSSSF Grant Application, Sheriff's Office Personnel Service Coordinator for the Sheriff's Office Janell Westbrook presented the 2020 DSSF grant application. (EX5) Commissioner John Russell moved to approve the Presiding Commissioner Bob Dixon to sign the grant application. Commissioner Harold Bengsch seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none

Inmate Housing Agreement Audrain County, Sheriff's Office Major Royce Denny with the Sheriff's Office provided the Commission with an inmate housing agreement. (EX6) The agreement will house inmates in Audrain County. Commissioner Harold Bengsch moved to approve the inmate housing agreement in Audrain County. Commissioner John Russell seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

Optical Services Agreement, Sheriff's Office Major Denny presented the optical services agreement with Pearle Vision. Commissioner John Russell moved to approve the agreement with Pearle Vision. Commissioner Harold Bengsch seconded the motion and it was unanimously approved. Yes: Dixon, Bengsch and Russell. Nay: none. Abstain: None. Absent: None

Other Items Major Royce Denny clarified a question about court traffic trips that was answered in a prior briefing. Denny explained that the 150 trips is counted by jail to court as 1 trip and court to jail is another trip. Sheriff Jim Arnott Medical Contract update, all contract employees will become Greene County employees by July 12th, also background checks are being performed for a physician.

With no other business the meeting was adjourned.



AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth day of June in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Greene County
1443 N. Robberson Ave.
Springfield, MO 65802
417-868-4112

and the Architect:

(Name, legal status, address and other information)

N·FORM Architecture, LLC
312 W. Commercial St.
Springfield, MO 65803
417-873-2255

for the following Project:

(Name, location and detailed description)

Greene County Judicial Courthouse (2nd Floor) – New Courtroom
1010 North Boonville Avenue

This project consists of Architecture and Mechanical, Electrical, and Plumbing Engineering for an infill at the north side of the second floor of the Judicial Courts Facility. This infill will include a new courtroom, offices, and associated functions.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

MEP Engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Hourly not to Exceed 6.5% of the agreed upon estimated construction cost at the end of design.

Additional services will only be charged if agreed upon in writing with the Owner prior to commencing the Work.

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty Four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

COUNTY OF GREENE

By: _____
BUYER

By: _____
PURCHASING DIRECTOR

By: _____
GREENE COUNTY ADMINISTRATOR

By: _____
PRESIDING COMMISSIONER

By: _____
COMMISSIONER DISTRICT 1

By: _____
COMMISSIONER DISTRICT 2

ATTEST BY:

GREENE COUNTY CLERK

Approved as to form:

By: _____
GREENE COUNTY COUNSELOR

N-FORM ARCHITECTURE

By:  _____
ARCHITECT

Jennifer Wilson, Managing Member
(Printed name, title)

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the 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.

GREENE COUNTY AUDITOR

DATE

ex2

ROUTING ORDER	(1) PARK'S DEPARTMENT	(2) GREENE COUNTY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) PARK'S DEPARTMENT	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE 07/01/2019	TERMINATION DATE 06/30/2020	CONTRACT NUMBER: 2012-0814-08	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> RENEWAL OF CONTRACT No. 2012-0814	
PARK BOARD		GREENE COUNTY	
CITY OF SPRINGFIELD, MO, BY AND THROUGH THE SPRINGFIELD- GREENE COUNTY PARK BOARD 1923 N WELLER, SPRINGFIELD, MO 65803 PHONE (417) 864-1049 FAX (417) 837-5811 BOB BELOTE, DIRECTOR; BBELOTE@SPRINGFIELDMO.GOV		GREENE COUNTY, MISSOURI 940 N BOONVILLE AVE, SPRINGFIELD, MO 65802 PHONE (417) 868-4015; FAX (417) 868-4163 VANESSA BRANDON, ENVIRONMENTAL PLANNER vbrandon@greencountymo.gov	

8th ADDENDUM WITH GREENE COUNTY FOR RIVERBLUFF CAVE PROGRAMS COORDINATOR/GEOLOGIST

Entered into this ___ day of _____, 2019, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of Contract No: 2012-0814, and all previous Addenda thereto, executed by the parties identified above. The parties agree that:

1. The term of this agreement is extended to June 30, 2020, and all prior references to a termination date are deleted and replaced with this new termination date.
2. Park Boards' annual contribution to Greene County for fiscal year 2019-2020, as setout and described in Contract 2012-0814, is not to exceed Thirty-Six Thousand Four Hundred Fifty-Five and 98/100 Dollars (\$36,455.98), and is due and payable bi-annually, due on or after January 1, 2020 and on or after June 30, 2020 and will not be appropriated for this purpose until or as part of Park's 2019-2020 Budget.
3. That all other provisions of the aforementioned Contract shall remain in full force and effect.
4. That this Addendum, together with Contract No: 2012-0814 and all previous Addenda thereto, contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by all parties.

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

GREENE COUNTY, MISSOURI

**CITY OF SPRINGFIELD, MO, BY AND THROUGH THE
SPRINGFIELD-GREENE COUNTY PARK BOARD**

By: _____
Presiding Commissioner

By: _____
Chair or Vice-Chair

By: _____
Commissioner District 1

By: _____
Director or Assistant Director of Parks

By: _____
Commissioner District 2

Approved as to form: _____
County Counselor

By: _____
County Clerk

Approved as to form: _____
City Attorney or Assistant City Attorney

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

CERTIFICATE OF DIRECTOR OF FINANCE FOR THE CITY OF SPRINGFIELD, 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 appropriated and available funds to pay therefore.

By: _____, Director or Acting Director of Finance

ex3

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

MODIFICATION AND AMENDMENT

made as of the 19th day of June in the year Two Thousand Nineteen.

BETWEEN the Owner: The County of Greene, Missouri
 940 North Boonville Avenue
 Springfield, Missouri 65802

and the Construction Manager: JE Dunn-DeWitt, a Joint Venture
 1001 Locust
 Kansas City, Missouri 64106

The Project: Greene County Sheriff's Office
 911 North Boonville
 Springfield, Missouri 65802

The Architect: NFORM Architecture
 312 West Commercial Street
 Springfield, Missouri 65803

The Owner and the Construction Manager agree as set forth below:

Whereas, the Owner and Construction Manager have previously agreed to amend their Agreement to establish scope, costs, schedule, and Contract Documents, and

Whereas, the Owner and Construction Manager now wish to so amend their Agreement, and

Whereas, Section 2.1.4 of the Agreement provides that the Construction Manager shall provide recommendations to the Owner regarding fast track scheduling, procurements and phased construction; and

Whereas, the Construction Manager and Owner have agreed that the Project shall provide for phased construction with multiple Guaranteed Maximum Price Amendments, which Amendments will aggregate to a final Contract Sum for the Project; and

Whereas, in order to provide for phased construction, the Owner's Construction Manager desires to modify Section 2.2.1 of the Agreement to provide for Guaranteed Maximum Price Proposals per phase of construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree to the Amendment of their Agreement dated August 9, 2018, as set forth below:

1. That Section 2.2.1 of the Agreement is hereby modified as follows:

At a time to be mutually agreed upon by the Owner and Construction Manager, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price Proposal for each separate phase of construction as may be agreed upon by the Owner and Construction Manager for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the cost of the work, including contingencies described in Section 2.2.4 and the Construction Manager's Fee for each such construction phase. The aggregate of the Guaranteed Maximum Price Amendments shall be the Contract Sum for the Project.

2. This Amendment No. 1 for Phase I of the Project is to establish scope, Guaranteed Maximum Price, schedule, and Contract Documents for Preconstruction Services based on a \$130,000,000 construction budget and shall provide for the procurement of only precast cell modules. Further Guaranteed Maximum Price Amendment(s) will be issued for remaining Phases of Work.
3. In accordance with Paragraph 2.3.1.2 of the Agreement the date of the Notice to Proceed shall be the date of this Amendment and the Substantial Completion date shall be established by mutual agreement of the parties and set forth in future Guaranteed Maximum Price Amendments.
4. In accordance with Paragraph 5.2 of the Agreement, the Guaranteed Maximum Price for the Work of this Amendment for Phase I shall be: Fourteen Million Nine Thousand Eight Hundred Eighty Dollars (\$14,009,880)

and pursuant to Paragraph 5.1.1 of the Agreement, the Construction Manager's Fee for the Work of this Amendment for Phase I services shall be: Three Hundred Sixty-Eight Thousand Three Hundred Twenty-Three Dollars (\$368,323).
5. Pursuant to Paragraph 2.2.3 of the Agreement, the alternates, unit prices, allowances, and assumptions upon which the Guaranteed Maximum Price for Phase I services is based are stated in Construction Manager's GMP Proposal dated June 19, 2019 (3 pages) attached as Exhibit A.
6. Pursuant to Paragraph 2.2.3 of the Agreement, the Contract Documents for Phase I services upon which the Guaranteed Maximum Price is based are stated in Exhibit B.

This Modification and Amendment for Phase I services is entered into as of the day and year first written above.

OWNER:

THE COUNTY OF GREENE, MISSOURI

By: _____
Purchasing Director (Signature)

By: _____
Resource Management Director (Signature)

By: _____
Presiding Commissioner (Signature)

By: _____
Commissioner 1st District (Signature)

By: _____
Commissioner 2nd District (Signature)

CONSTRUCTION MANAGER:

JE DUNN-DEWITT, A JOINT VENTURE

By: _____

Printed Name: _____

Title: _____

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.

AUDITOR CERTIFICATION

Date

JE DUNN + DEWITT & ASSOCIATES

JOINT VENTURE

June 25, 2019

Mr. Rob Rigdon
Greene County, Missouri
840 N. Boonville
Springfield, Missouri 65802

Re: Greene County Sheriff's Office & Jail
Partial Guaranteed Maximum Proposal
Furnish Only Modular Precast Concrete Cells / PreConstruction Services

Dear Rob,

Attached is JE Dunn + DeWitt's proposal for the above referenced project to furnish only the modular precast concrete cells and provide preconstruction services based on a construction project budgeted at \$130,000,000. We are providing this limited scope proposal at this time to request formal authorization to proceed with the modular precast concrete cells, which will be part of the larger sheriff's office and jail project. All other Work not specifically listed herein will be determined and added to our contract at a later date.

Should you have any questions or concerns please don't hesitate to contact me to discuss.
Thank you again for this exciting opportunity to be of service to Greene County.

Sincerely,



David Atkisson
Operations Manager, JE Dunn + DeWitt

Cc: Vance McMillan, Vice President – JE Dunn
GR Stovall, President – DeWitt & Associates
File

Greene County Sheriff's Office & Jail

June 19, 2019

JE DUNN + DEWITT & ASSOCIATES
JOINT VENTURE

Project Cost Summary (Partial GMP: PreCon Services + Furnish Precast Concrete Cell Modules)

Scope	Contractor	Base Bid Bids Rec'd 5/6/19	Alternate #1 Delete 224 Bed Pod	Alternate #2 Furnish Valve Controllers	Alternate #3 Pneumatic Flush Valves	Base Bid Only No Alternates Included
01 2000 - Final Cleaning	NA	\$ -	\$ -	\$ -	\$ -	\$ -
03 3000 - Concrete	NA	\$ -	\$ -	\$ -	\$ -	\$ -
03 3543 - Polished & Sealed Concrete	NA	\$ -	\$ -	\$ -	\$ -	\$ -
03 4100A - Pre-Cast (furnish only walls & hollow core)	NA	\$ -	\$ -	\$ -	\$ -	\$ -
03 4100B - Pre-Cast Erection (walls, hollow core, cells)	NA	\$ -	\$ -	\$ -	\$ -	\$ -
04 2000 - Masonry	NA	\$ -	\$ -	\$ -	\$ -	\$ -
05 0000 - Structural & Misc. Steel	NA	\$ -	\$ -	\$ -	\$ -	\$ -
06 1000 - General Trades	NA	\$ -	\$ -	\$ -	\$ -	\$ -
06 4000 - Casework	NA	\$ -	\$ -	\$ -	\$ -	\$ -
07 5000 - Roofing, Sheet Metal, Wall Panels, Soffits	NA	\$ -	\$ -	\$ -	\$ -	\$ -
07 8413 - Firestopping	NA	\$ -	\$ -	\$ -	\$ -	\$ -
07 8000 - Joint Sealants, W/P, Air Barrier	NA	\$ -	\$ -	\$ -	\$ -	\$ -
08 3000 - Overhead Doors	NA	\$ -	\$ -	\$ -	\$ -	\$ -
08 4000 - Aluminum Entrances & Windows	NA	\$ -	\$ -	\$ -	\$ -	\$ -
09 2500 - Drywall & Acoustical Ceilings	NA	\$ -	\$ -	\$ -	\$ -	\$ -
09 6500 - Floor Coverings	NA	\$ -	\$ -	\$ -	\$ -	\$ -
09 6700 - Resinous Floors & Special Coatings	NA	\$ -	\$ -	\$ -	\$ -	\$ -
09 8000 - Acoustical Spray Treatment	NA	\$ -	\$ -	\$ -	\$ -	\$ -
09 9000 - Painting	NA	\$ -	\$ -	\$ -	\$ -	\$ -
10 2200 - Operable Partitions	NA	\$ -	\$ -	\$ -	\$ -	\$ -
10 4000 - Signage	NA	\$ -	\$ -	\$ -	\$ -	\$ -
10 7500 - Flag Poles	NA	\$ -	\$ -	\$ -	\$ -	\$ -
11 1900 - Detention Equipment	NA	\$ -	\$ -	\$ -	\$ -	\$ -
11 4000 - Food Service Equipment	NA	\$ -	\$ -	\$ -	\$ -	\$ -
11 6600 - Gymnasium Equipment	NA	\$ -	\$ -	\$ -	\$ -	\$ -
12 2200 - Window Furnishings / Blinds	NA	\$ -	\$ -	\$ -	\$ -	\$ -
12 5500 - Detention Furniture	NA	\$ -	\$ -	\$ -	\$ -	\$ -
12 6600 - Benches / Telescoping Stands	NA	\$ -	\$ -	\$ -	\$ -	\$ -
13 3419 - Pre-Engineered Metal Building	NA	\$ -	\$ -	\$ -	\$ -	\$ -
13 3423 - Modular Precast Concrete Cells	Oldcastle	\$ 12,439,000	\$ (2,967,000)	\$ 154,000	\$ (90,000)	\$ 12,439,000
21 0000 - Fire Protection	NA	\$ -	\$ -	\$ -	\$ -	\$ -
22 0000 - Plumbing	NA	\$ -	\$ -	\$ -	\$ -	\$ -
23 0000 - Mechanical/HVAC	NA	\$ -	\$ -	\$ -	\$ -	\$ -
26 0000 - Electrical	NA	\$ -	\$ -	\$ -	\$ -	\$ -
28 0000 - Electronic Safety & Security	NA	\$ -	\$ -	\$ -	\$ -	\$ -
31 2000 - Earthwork & Storm Drainage	NA	\$ -	\$ -	\$ -	\$ -	\$ -
32 1000 - Fencing (Permanent & Temp.)	NA	\$ -	\$ -	\$ -	\$ -	\$ -
32 1200 - Asphalt Paving	NA	\$ -	\$ -	\$ -	\$ -	\$ -
32 8000 - Landscaping & Plantings	NA	\$ -	\$ -	\$ -	\$ -	\$ -
00 0000 - Allowances		\$ -	\$ -	\$ -	\$ -	\$ -
00 0000 - Cost of Work Allocations		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 12,439,000	\$ (2,967,000)	\$ 154,000	\$ (90,000)	\$ 12,439,000
Construction Contingency (4%)		\$ 497,560	\$ (90,688)	\$ 6,160	\$ (4,560)	\$ 497,560
Subcontractor Default Protection		\$ 149,268	\$ (27,204)	\$ 1,848	\$ (465)	\$ 149,268
Builder's Risk		\$ 14,456	\$ (3,694)	\$ 178	\$ (46)	\$ 14,456
Construction Manager Bonds		\$ 98,070	\$ (17,661)	\$ 1,197	\$ (301)	\$ 98,070
Pre-Construction Services (based on \$130M)		\$ 156,000	\$ -	\$ -	\$ -	\$ 156,000
General Liability		\$ 287,203	\$ (61,722)	\$ 3,506	\$ (882)	\$ 287,203
General Requirements		TBD	\$ -	\$ -	\$ -	\$ -
CM Fee		\$ 368,323	\$ (66,336)	\$ 4,507	\$ (1,141)	\$ 368,323
SUBTOTAL		\$ 14,009,880	\$ (2,593,207)	\$ 174,196	\$ (43,197)	\$ 14,009,880

Owner / Design Team Items						
Site Acquisition Cost	By Owner / TBD	NA	NA	NA	\$	-
Planning and Zoning/ Lot Combination	By Owner / TBD	NA	NA	NA	\$	-
Off Site Utility Relocation / Extension Cost (gas, water, storm, sanitary, electric, fiber, phone)	By Owner / TBD	NA	NA	NA	\$	-
Utility Tap / Impact Fees	By Owner / TBD	NA	NA	NA	\$	-
Environmental / Hazardous Material Abatement	By Owner / TBD	NA	NA	NA	\$	-
Existing Building / Structure Demolition and Disposal	By Owner / TBD	NA	NA	NA	\$	-
Site Survey	By Owner / TBD	NA	NA	NA	\$	-
Soil Borings and Geotechnical Report	By Owner / TBD	NA	NA	NA	\$	-
Architect and Engineer Fees	By Owner / TBD	NA	NA	NA	\$	-
BIM (Base Model From Design Team)	By Owner / TBD	NA	NA	NA	\$	-
Street Improvements (Design, Survey, and Coordination)	By Owner / TBD	NA	NA	NA	\$	-
Commissioning & Specialty Consultants	By Owner / TBD	NA	NA	NA	\$	-
Drawing Reproduction Costs / Reimbursables	By Owner / TBD	NA	NA	NA	\$	-
Testing and Special Inspections	By Owner / TBD	NA	NA	NA	\$	-
Furniture, Fixtures & Equipment (FF&E)	By Owner / TBD	NA	NA	NA	\$	-
Artwork / Décor	By Owner / TBD	NA	NA	NA	\$	-
Moving Expense	By Owner / TBD	NA	NA	NA	\$	-
Uniforms, Radios, Cars, Etc.	By Owner / TBD	NA	NA	NA	\$	-
Office Supplies, Office Equipment, Waste Receptacles, Etc.	By Owner / TBD	NA	NA	NA	\$	-
Foodservice Equipment	By Owner / TBD	NA	NA	NA	\$	-
Property Management System / Conveyor	By Owner / TBD	NA	NA	NA	\$	-
Breathalyzer (already owned)	By Owner / TBD	NA	NA	NA	\$	-
Telephone System	By Owner / TBD	NA	NA	NA	\$	-
Technology Systems / Components (Access Control, Security, Audio / Visual, Etc.)	By Owner / TBD	NA	NA	NA	\$	-
IS Quote	By Owner / TBD	NA	NA	NA	\$	-
Permits / Plan Review Fees & Development Fees	By Owner / TBD	NA	NA	NA	\$	-
Utility Consumption During Construction	By Owner / TBD	NA	NA	NA	\$	-
Rental of Adjacent Properties for Construction Staging / Parking	By Owner / TBD	NA	NA	NA	\$	-
Legal Fees	By Owner / TBD	NA	NA	NA	\$	-
Financing / Bond Costs	By Owner / TBD	NA	NA	NA	\$	-
Projected Escalation for Trade Partner Bidding Beyond 7Q??	By Owner / TBD	NA	NA	NA	\$	-
Owner's Project Contingency (5%)	By Owner / TBD	NA	NA	NA	\$	-
TOTAL PROJECT COST		\$ 14,009,880	\$ (2,593,207)	\$ 174,196	\$ (43,197)	\$ 14,009,880

Base Bid Only

Base Bid Only

Greene County Sheriff's Office & Jail

June 19, 2019

Budget Clarifications :

- * Trade Partner pricing is valid for a period of 60 calendar days from May 6, 2019. An Owner/CMr amendment for a partial Guaranteed Maximum Price (GMP) must be fully-executed not later than 6/27/19 to allow time for CMr to issue a subcontract to Oldcastle prior to their bid's expiration date (7/5/19) in order to avoid cost increases due to escalation.
- * This partial Guaranteed Maximum Price (GMP) proposal only includes preconstruction services based on a \$130,000,000 construction budget and furnishing only of modular precast concrete cells. The remainder of the project's scope of work and cost will be determined and added at a later date.
- * Oldcastle Base Bid Quantities: 324 modules
- * The module/cell/bed counts listed above can be increased or decreased via change order prior to the start of modular precast concrete cell fabrication.
- * Bid Alternate No. 01 is **not accepted** at this time, which would eliminate four (4) housing units and (224) beds. The deleted portion of the jail would be on the plan east (right side of overall floor plan).
- * Bid Alternate No. 02 is **not accepted** at this time, which would furnish combination lavatory and water closet manufacturer's water management valve controllers as required to control all combination fixtures at the precast modules, furnish two (2) computer control stations, and provide manufacturer's trained representative to assist with system startup.
- * Bid Alternate No. 03 is **not accepted** at this time, which would change electronically controlled valves and push buttons at precast modules to pneumatic.
- * This proposal includes Oldcastle's base bid in the amount of \$12,389,000 plus an allowance of \$50,000 for delivery/unloading coordination with the precast erector.
- * Inclusions / exclusions for the modular precast concrete cell module package (furnish only) are as outlined in the bid scope of work issued in the CMr's Front End Specifications, Section 00 24 13, as revised in Addendum No. 3 dated 4/30/19.

EXHIBIT B
GREENE COUNTY SHERIFF'S OFFICE

CONTRACT DOCUMENTS

1. The Contract between Owner and Contractor dated August 9, 2018, and all exhibits as attached to this Amendment.
2. The Prime Contract between the Owner and Contractor dated August 9, 2018.
3. AIA A201 – 2007 General Conditions of the Contract for Construction, as modified, and attached to the Contract as Exhibit A.
4. Schematic Design Narrative dated 4/12/2019
5. Specifications
 - A. Front End Specifications (Division 00) for Precast Cell Module Bid Package
Dated 4/17/2019
 - B. Specifications 133423 Modular Precast Concrete Cells 4/16/2019
 - C. Security Electronics Specifications 4/15/2019
 1. 280510 Common Work for Electronic Security System
 2. 280555 Cabinets and Enclosures
 3. 281300 Access Control System
 4. 282300 Video Management and Recording System
 5. 284619 Electronic Security Control System
 6. 284623 Touch Screen Control and Management System
6. Drawings prepared by N. Form Architecture and Treanor HL as follows:

General

G001	Drawing Index	4/15/2019
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**Life
Safety**

G100	Level 1 Code Plan - Construction Types	4/15/2019
	Level 1 Code Plan - Smoke	
G200	Compartments	4/15/2019

Structural

S3.1	Low Framing Plan	4/12/2019
S3.2	High Framing Plan	4/12/2019

Architectural

A001	General Notes/Abbreviations	4/15/2019
	Site	
A100	Plan	4/15/2019
A101	Level 1 Floor Plan	4/15/2019
A101A	Plans - Level 1 - Area A	4/15/2019
A101B	Plans - Level 1 - Area B	4/15/2019
A101C	Plans - Level 1 - Area C	4/15/2019
A101D	Plans - Level 1 - Area D	4/15/2019
A101E	Plans - Level 1 - Area E	4/15/2019
A101F	Plans - Level 1 - Area F	4/15/2019
A101G	Plans - Level 1 - Area G	4/15/2019
A101H	Plans - Level 1 - Area H	4/15/2019
A101J	Plans - Level 1 - Area J	4/15/2019
A101K	Plans - Level 1 - Area K	4/15/2019
A102	Level 2 Floor Plan	4/15/2019
A102A	Plans - Level 2 - Area A	4/15/2019
A102C	Plans - Mezzanine - Area C	4/15/2019
A102D	Plans - Mezzanine - Area D	4/15/2019
A102E	Plans - Mezzanine - Area E	4/15/2019
A102F	Plans - Mezzanine - Area F	4/15/2019
A102G	Plans - Mezzanine - Area G	4/15/2019
A140	Overall Roof Plan	4/15/2019
A201	Elevations - Sheriff's Office	4/15/2019
A300	Building Sections	4/15/2019
A301	Building Sections - Sheriff's Office	4/15/2019
A311	Wall Sections	4/15/2019

Electronic Security

ES101	Level 1 Floor Plan	4/12/2019
ES102	Level 2 Floor Plan	4/12/2019
ES202	Enlarged Plans	4/12/2019
ES203	Enlarged Plans	4/12/2019
ES204	Enlarged Plans	4/12/2019
ES401	Electronic Security System Diagram	4/12/2019

Modular Precast Concrete Cells

Drawings

PM-01	Type A - TYP 2 Person Cell	4/16/2019
PM-02	Type B - 2 Person ADA Cell	4/15/2019
	Type C - 2 Person Cell @	
PM-03	CORR	4/15/2019
PM-04	Type D - TYP 4 Person Cell	4/15/2019
PM-05	Type E - 4 Person ADA Cell	4/15/2019

PM-06	Type F - 4 Person Cell @ EXT	4/15/2019
PM-07	Type G - Padded Cell	4/15/2019
	Type H - Combi-Unit Only	
PM-08	Cell	4/15/2019
PM-09	Type J - Shower Module	4/15/2019
PM-10	Type K - Jan/Stor Module	4/15/2019
PM-11	Type L - Exam Module	4/16/2019
PM-12	Type M - Jan/TLT Module	4/15/2019
PM-13	Type N - Guard Work Station Module	4/15/2019
PM-14	Type P - Rec Module	4/15/2019
PM-15	Type Q - Stor/TLT Module	4/15/2019
PM-16	Type R - Jan/Shower Module	4/15/2019
PM-17	Type S - Visitation Module	4/15/2019
PM-18	Type T - Sallyport/Jan Module	4/15/2019
PM-19	Type U - Mech/Elec/Plumb Module	4/15/2019
	Type V - Multi-Purpose	
PM-20	Module	4/15/2019
PM-21	Type W - Wide 2 Person Cell	4/16/2019
PM-22	Type X - Wide 4 Person Cell	4/16/2019
PM-23	Typical Rough In @ Cells (Addendum No. 01)	4/17/2019

7.

Addenda as follows:

Addendum No. 01 - Revised	4/22/2019
Addendum No. 02	4/26/2019
Addendum No. 03 - Revised	4/30/2019

END OF EXHIBIT B

exy



County of **GREENE** *State of Missouri*

GREENE COUNTY COURTHOUSE
SPRINGFIELD, MO. 65802
(417) 868-4120

OFFICE OF
CINDY S. STEIN, CPA
AUDITOR

June 21, 2019

KPM CPAs, P.C.
1445 E. Republic Rd
Springfield, MO 65804

This representation letter is provided in connection with your audit of the financial statements of Greene County, Missouri, which comprise the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information, as of December 31, 2018, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 21, 2019, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 10, 2018, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.

2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates are reasonable.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the Schedule of Findings and Questioned Costs.
8. You have proposed adjusting journal entries that have been posted to the entity's accounts. We are in agreement with those adjustments.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
10. Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

11. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

- b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the Commission or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the Schedule of Expenditures of Federal awards.
- 13. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - o Management,
 - o Employees who have significant roles in internal control, or
 - o Others where the fraud could have a material effect on the financial statements.
- 15. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- 16. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

Government-specific

19. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
20. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
21. The County has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
22. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
23. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
24. As part of your audit, you assisted with preparation of the financial statements and related notes and Schedule of Expenditures of Federal Awards and data collection form. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and Schedule of Expenditures of Federal Awards and data collection form.
25. The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
26. The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

27. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
28. The financial statements properly classify all funds and activities in accordance with GASB Statement no. 34.
29. All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
30. Components of net position, (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
31. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
32. Provisions for uncollectible receivables have been properly identified and recorded.
33. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
34. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
35. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
36. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
37. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated. We have assigned useful lives and method of depreciation to capital assets for purposes of tracking depreciation of capital assets.
38. We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

39. We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
40. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
41. With respect to the supplementary information on which an in-relation-to opinion is issued:
 - a. We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
42. With respect to federal award programs:
 - a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.


- b. We acknowledge our responsibility for preparing and presenting the Schedule of Expenditures of Federal Awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- d. We are responsible for understanding and complying with, and have complied with, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.
- e. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- f. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- g. We have received no requests from a federal agency to audit one or more specific programs as a major program.

- h. We have complied with the direct and material compliance requirements, including when applicable, those set forth in the OMB Compliance Supplement, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- i. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- j. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- k. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- l. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- m. We have made available to you all documentation related to compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- n. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- o. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- p. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.

- q. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- r. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- s. We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- t. We have charged costs to federal awards in accordance with applicable cost principles.
- u. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v. We are responsible for and have reviewed the auditee section of the Data Collection Form as required by Uniform Guidance.
- w. We are responsible for taking corrective action on each finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Signed:  _____

Title: Presiding Commissioner

Signed:  _____

Title: County Auditor



Missouri Sheriff Methamphetamine Relief Taskforce

Sheriff Kevin Bond, Chairman
Sheriff Mark Owen, Vice-Chair
Sheriff Randee Kaiser, Secretary
Sheriff Ben Becerra
Sheriff Jim Arnett

June 20, 2019

Ms. Janell Westbrook
1010 N. Boonville Ave
Springfield, MO 65802




Re: Subrecipient Name: Greene County, Sheriff's Office
Subaward Number: 2020-DSSSF-026

Dear Ms. Westbrook:

The status of the above referenced application under the 2020 Deputy Sheriff Salary Supplementation Fund (DSSSF) funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the *Subaward* and *Certified Assurances* pertaining to your subaward. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact the Missouri Department of Public Safety at one of the telephone numbers listed below. The signatures must be original; stamped signatures will not be accepted!

The following documents must be received by the Department of Public Safety no later than **Friday, July 5, 2019**:

-  *Subaward*, signed by both the Authorized Official and the Project Director.
-  *Certified Assurances*, signed by both the Authorized Official and the Project Director
-  Printed copy of your 2020 DSSSF Application, which is printed from WebGrants via the My Grants module

Please print the subaward documents and application single-sided (not duplexed on both sides of the paper). Also, please do not staple your documents – use a paper clip or binder clip instead where desired.

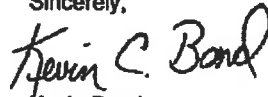
The above referenced documents should be mailed or hand-delivered to:

MO Department of Public Safety
Attn: CJ/LE Unit
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the subaward documents for its files. A scanned copy of the signed subaward documents will be returned for your records. If you require an original, please return an extra original copy of the signed documents, and they will be forwarded back to you via mail.

If you have questions or are unable to meet the return deadline, please contact Joan Dudenhoeffer at (573) 522-1800.

Sincerely,


Kevin Bond
MOSMART Board Chair

cc: File

Enclosures



**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)
SUBAWARD**

Bob Dixon

Subrecipient Name:		Subrecipient DUNS Number:	
Greene County, Sheriff's Office		095831228	
Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2020 DSSSF	07/01/2019	06/30/2020	
Project Title:		Subaward Number:	
Deputy Sheriff Salary Supplementation Fund		2020-DSSSF-026	
Project Description:			
<p>Pursuant to Section 57.278 RSMo, the Deputy Sheriff Salary Supplementation Fund (DSSSF) was created in 2008 and consists of money collected from charges for service rendered by county sheriffs under subsection 4 of Section 57.280 RSMo.</p> <p>This Subaward shall be used solely to supplement the salaries, and employee benefits resulting from such salary increases (where included in the approved budget), of county deputy sheriffs.</p> <p>The DSSSF program is administered by the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) created under Section 650.350 RSMo.</p>			
Subaward Total:		CFDA Number and Name:	
\$84,877.09		N/A	
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Bob Dixon		Jim Arnott	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
<i>Bob Dixon</i>	4/27/19	<i>Jim Arnott</i>	6-21-19
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the MoSMART Board.</p>			
Authorized Official, MoSMART			Subaward Date
			07/01/2019



DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) 2020 CERTIFIED ASSURANCES

Subrecipient Name:	Greene County, Sheriff's Office
Subaward Number:	2020-DSSSF-026

The Subrecipient understands the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) is the awarding body of the DSSSF monies and the Missouri Department of Public Safety provides technical assistance in the form of financial and progress reporting, as well as monitoring oversight.

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. **Governing Directive:** The Subrecipient assures that it shall comply with the provisions of the "DSSSF Solicitation" and other applicable state laws or regulations.
2. **Fund Collection:** The DSSSF was created pursuant to Section 57.278 RSMo and consists of monies collected from charges for service received by county sheriffs under Section 57.280 RSMo. The Subrecipient assures that all monies received by the Sheriff under Section 57.280 RSMo have been paid to the County Treasury and the County Treasurer has paid, and will continue to pay, such monies to the State Treasurer.
3. **Compliance Training:** As a recipient of state funds, the Subrecipient is required to participate in the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
4. **Non-Supplanting:** The Subrecipient assures that state funds made available under this subaward will not be used to supplant state and local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project. In the event it is determined the Subrecipient is supplanting, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.
5. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information Form* attached.
6. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the MoSMART Board. No additional funding shall be awarded to a Subrecipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety/Office of the Director, the Office of Missouri State Auditor, the MoSMART Board, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures, as may be necessary to keep such records as the MoSMART Board or Missouri Department of Public Safety/Office of the Director shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

8. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9. **Uniform Crime Reporting (UCR):** The Subrecipient assures that its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
10. **Racial Profiling:** The Subrecipient assures that its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
11. **Federal Equitable Sharing Funds:** The Subrecipient assures that its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
12. **Custodial Interrogations:** The Subrecipient assures that its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
13. **DWI Law – Law Enforcement:** The Subrecipient assures that its law enforcement agency is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Civil Rights:

1. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety/Office of the Director for final review and signature by the MoSMART Board.
3. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the last day of the pay period immediately following the end of the state fiscal year. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse.
4. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "DSSSF Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Audit:** The Subrecipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$375,000 or more is expended by the Subrecipient. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety/Office of the Director within 60 days of the project period start date if they have met the requirements to have an audit.
6. **Validity of Costs:** The Subrecipient understands that in the event it is determined the Subrecipient made false statements relating to a position and/or annual salary in order to receive DSSSF monies, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.
7. **Suspension/Termination of Subaward:** The Subrecipient understands that the MoSMART Board reserves the right to terminate any subaward entered into as a result of this application at their sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the MoSMART Board, become property of the State of Missouri.

In the event that the MoSMART Board determines that a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the MoSMART Board may permanently or temporarily terminate the subaward. In the event a subaward is permanently terminated, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining or an amount equal to the portion of the grant funds wrongfully used.

8. **Enforceability:** If a Subrecipient fails to comply with all applicable state requirements governing these funds, the MoSMART Board may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "DSSSF Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
2. **Time Records Requirement:** The Subrecipient assures that all project personnel funded through this subaward will maintain timesheets that detail 100% of their time worked and paid leave time. These timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety/Office of the Director.

3. **Hourly Rate:** The Subrecipient understands that DSSSF monies paid to an individual shall be included with the individual's annual salary when calculating the individual's hourly overtime rate. The individual's hourly overtime rate, as applicable, is not merely based on the county approved annual salary but a combination of the county approved annual salary and supplemental salary, per a decision rendered by the U.S. Department of Labor.
4. **Wage Garnishments:** The Subrecipient understands DSSSF monies paid to an individual may be subject to increased wage garnishments. Some garnishments (e.g. child support) are based on the individual's monthly salary, and as the monthly salary increases, so does the wage garnishment amount.
5. **Pro-Ration of Supplemental Salary:** The Subrecipient understands that individuals in a grant-funded position must continue in a full-time, paid employment status to be eligible for continued supplemental salary. Employees who do not begin employment with the Subrecipient at the start of the payroll period are not eligible for supplemental salary prior to their employment start date. Furthermore, employees who leave employment with the Subrecipient before the end of the payroll period are not eligible for continued supplemental salary after their employment end date. Employees who transfer positions are subject to the supplemental salary approved for the respective position, as applicable, for the time worked in the respective position on a full-time, paid employment status. The Subrecipient shall pro-rate, where applicable, the supplemental salary issued to the employee based on the prescribed format outlined in the "Administrative and Financial Guidelines – Pro-Ration of Supplemental Salary" section of the "DSSSF Solicitation".

The Subrecipient Authorized Official and Subrecipient Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Bob Dixon

Subrecipient Authorized Official Name



Subrecipient Authorized Official Signature

6/27/2019

Date

Jim Arnott

Subrecipient Project Director Name



Subrecipient Project Director Signature

6-24-19

Date

Missouri Department of Public Safety

Application

101334 - 2020 DSSSF - Final Application

102142 - Deputy Sheriff Salary Supplementation Fund
Deputy Sheriff Salary Supplementation Fund (DSSSF)

Status: Awarded

Original
Submitted 04/30/2019 8:59 AM
Date:

Last
Submitted 06/07/2019 2:02 PM
Date:

Applicant Information

Primary Contact:

Name:*	Ms.	Janell	Westbrook
	Title	First Name	Last Name
Job Title:*	Personnel Services Coordinator		
Email:*	jwestbrook@greencountymo.gov		
Mailing Address:*	1010 N. Boonville Ave		
Street Address 1:			
Street Address 2:			
*	Springfield	Missouri	65802
	City	State/Province	Postal Code/Zip
Phone:*	417-829-6291		
Fax:*	417-868-4830		Ext.

Organization Information

Applicant Agency:*	Greene County, Sheriff's Office
Organization Type:*	Government
Federal Tax ID#:*	446000506
DUNS #:*	095831228
CCR Code:	3QMR3
	07/26/2019 Valid Until Date
Organization Website:	www.greencountymo.gov
Mailing Address:*	1010 N Boonville
Street Address 1:	

Street Address 2:

City*	Springfield	Missouri	65802	3859
	City	State/Province	Postal Code/Zip	+ 4
County:*	Greene			
Congressional District:*	07			
Phone:*	417-829-6279			Ext.
Fax:*	417-868-4830			

Application Type

Application Type:*	Continuation
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Contact Information

Authorized Official

The Authorized Official is the individual who has the ability to legally bind the applicant agency in a contract. The Authorized Official, therefore, shall be the County Commissioner or County Executive, except in the case of St. Louis City, which should be the Mayor.

Name:*	Mr.	Bob	Dixon
	Title	First Name	Last Name

Job Title:*	Presiding Commissioner
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Agency:*	Greene County Commissioner's Office
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Mailing Address:*	1443 N. Robberson
	<small>Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.</small>

Street Address 1:	<small>If a PO Box is entered on the Mailing Address line, enter the physical street address here.</small>
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Street Address 2:

City/State/Zip:*	Springfield	Missouri	65802
	City	State	Zip

Email:*	bdixon@greencountymo.gov
----------------	--------------------------

Phone:*	417-829-4890	4890
		Ext.

Fax:*	417-868-4818
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Project Director

The Project Director is the individual who will have direct oversight of the proposed project. The Project Director, therefore, shall be the Sheriff, with the exception of County Police Departments, which should be the Chief of Police/Colonel.

Name:*	Sheriff	Jim	Arnott
	Title	First Name	Last Name

Job Title:*	Sheriff
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Agency:*	Greene County Sheriff's Office
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Mailing Address:***1010 Boonville Ave**

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:**City/State/Zip:*****Springfield**

City

Missouri

State

65802

Zip

Email:***jamott@greencountymo.gov****Phone:*****417-829-6284**

Ext.

Fax:***417-868-4830****Fiscal Officer***The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level. The Fiscal Officer, therefore, shall be the County Treasurer, Director of Finance, or person of similar duty.***Name:*****Ms.**

Title

Cindy

First Name

Stein

Last Name

Job Title:***County Auditor****Agency:*****Greene County Auditor's Office****Mailing Address:*****940 Boonville Ave Room 211**

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:**City/State/Zip:*****Springfield**

City

Missouri

State

65802

Zip

Email:***cstein@greencountymo.gov****Phone:*****417-868-4120**

Ext.

Fax***417-868-6667****Claims Point of Contact***The Claims Point of Contact is the individual who will be the primary contact for day-to-day questions regarding the Claim reports.***Name:*****Mrs.**

Title

Janell

First Name

Westbrook

Last Name

Job Title:***Personnel Services Coordinator****Agency:*****Greene County Sheriff's Office****Mailing Address:*****1010 Boonville Ave**

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:**City/State/Zip:*****Springfield**

City

Missouri

State

65802

Zip

Email:* jwestbrook@greencountymo.gov

Phone:* 417-829-6291

Ext.

Fax:* 417-868-4830

Personnel

Name	Job Title	Employment Status	Licensed	Commissioned	Hire Date	Annual Salary	Supplemental Salary per Pay Period	Number of Pay Periods	Total Cost
Adams, Austin	Deputy	FT	Yes	Yes	01/19/2016	\$39,769.60	\$46.15	26.0	\$1,199.90
Alexander, Stephen	Deputy	FT	Yes	Yes	09/19/2016	\$39,769.60	\$46.15	26.0	\$1,199.90
Allen, Richard	Deputy	FT	Yes	Yes	02/26/2016	\$40,976.00	\$46.15	26.0	\$1,199.90
Altman, Goel	Deputy	FT	Yes	Yes	09/11/2017	\$39,187.20	\$46.15	26.0	\$1,199.90
Ashley, Troy	Deputy	FT	Yes	Yes	05/15/2014	\$39,769.60	\$46.15	26.0	\$1,199.90
Aubin, Leanne	Deputy	FT	Yes	Yes	03/04/2013	\$40,976.00	\$46.15	26.0	\$1,199.90
Bailey, Natalia	Deputy	FT	Yes	Yes	09/21/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Baker, Kevin	Deputy	FT	Yes	Yes	07/06/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Baker, Ronald	Deputy	FT	Yes	Yes	11/09/2009	\$42,203.20	\$46.15	26.0	\$1,199.90
Baxter, Charles	Deputy	FT	Yes	Yes	06/22/2008	\$42,203.20	\$46.15	26.0	\$1,199.90
Beadles, Jonah	Deputy	FT	Yes	Yes	01/08/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Beeman, Brian	Deputy	FT	Yes	Yes	07/29/2014	\$39,769.60	\$46.15	26.0	\$1,199.90
Boone, Nathaniel	Deputy	FT	Yes	Yes	07/31/2017	\$39,187.20	\$46.15	26.0	\$1,199.90
Connell, Thomas	Deputy	FT	Yes	Yes	11/09/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Devost, Ryan	Deputy	FT	Yes	Yes	05/19/2014	\$39,769.60	\$46.15	26.0	\$1,199.90
Dilday, Jackie	Deputy	FT	Yes	Yes	01/19/2016	\$39,769.60	\$46.15	26.0	\$1,199.90
Dosanjh, Joseph	Deputy	FT	Yes	Yes	03/26/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Dubrul, Sanford	Deputy	FT	Yes	Yes	01/03/2008	\$42,203.20	\$46.15	26.0	\$1,199.90
Duey, Ryan	Deputy	FT	Yes	Yes	04/16/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Dunn, Michael	Deputy	FT	Yes	Yes	10/23/2006	\$42,203.20	\$46.15	26.0	\$1,199.90
Feldmann, Kyle	Deputy	FT	Yes	Yes	11/02/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Gardine, Tyler	Deputy	FT	Yes	Yes	10/23/2006	\$42,203.20	\$46.15	26.0	\$1,199.90
Gonzalas, Stephen	Deputy	FT	Yes	Yes	12/31/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Grant, Adam	Deputy	FT	Yes	Yes	12/31/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
	Deputy	FT	Yes	Yes	09/09/2013	\$40,976.00	\$46.15	26.0	\$1,199.90

Hamilton, George									
Hamp, Timothy	Deputy	FT	Yes	Yes	04/08/2019	\$38,771.20	\$46.15	26.0	\$1,199.90
Hendrickson, Samantha	Deputy	FT	Yes	Yes	05/02/2016	\$39,769.60	\$46.15	26.0	\$1,199.90
Higgins, Christopher	Deputy	FT	Yes	Yes	01/22/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Howard, Elizabeth	Deputy	FT	Yes	Yes	10/12/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Jenkins, Michael	Deputy	FT	Yes	Yes	06/18/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Johnson, Ryan	Deputy	FT	Yes	Yes	11/02/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Kendrick, Dustin	Deputy	FT	Yes	Yes	05/23/2011	\$40,976.00	\$46.15	26.0	\$1,199.90
Kirk, Dustin	Deputy	FT	Yes	Yes	01/07/2013	\$40,976.00	\$46.15	26.0	\$1,199.90
Korte, Kristopher	Deputy	FT	Yes	Yes	01/29/2014	\$39,769.60	\$46.15	26.0	\$1,199.90
Manteris, Stephen	Deputy	FT	Yes	Yes	01/16/2014	\$41,870.40	\$46.15	26.0	\$1,199.90
Marshall, Tyler	Deputy	FT	Yes	Yes	02/04/2013	\$40,976.00	\$46.15	26.0	\$1,199.90
McCall, Arthur James "AJ"	Deputy	FT	Yes	Yes	11/27/2017	\$39,187.20	\$46.15	26.0	\$1,199.90
Morgan, Christopher	Deputy	FT	Yes	Yes	01/29/2014	\$40,352.00	\$46.15	26.0	\$1,199.90
Pearcy, Steve	Deputy	FT	Yes	Yes	07/01/2013	\$40,976.00	\$46.15	26.0	\$1,199.90
Philpot, Joseph	Deputy	FT	Yes	Yes	10/16/2017	\$39,187.20	\$46.15	26.0	\$1,199.90
Pugh, Michelle	Deputy	FT	Yes	Yes	05/01/2017	\$39,769.60	\$46.15	26.0	\$1,199.90
Pulley, Samuel	Deputy	FT	Yes	Yes	02/15/2014	\$39,769.60	\$46.15	26.0	\$1,199.90
Reno, Joshua	Deputy	FT	Yes	Yes	03/11/2019	\$39,187.20	\$46.15	26.0	\$1,199.90
Rippee, Paige	Deputy	FT	Yes	Yes	05/20/2013	\$40,976.00	\$46.15	26.0	\$1,199.90
Rudderham, Morgan	Deputy	FT	Yes	Yes	03/21/2011	\$40,976.00	\$46.15	26.0	\$1,199.90
Sanders, Travis	Deputy	FT	Yes	Yes	12/31/2018	\$39,187.20	\$46.15	26.0	\$1,199.90
Scharpf, Carl	Deputy	FT	Yes	Yes	07/27/2014	\$39,769.60	\$46.15	26.0	\$1,199.90
Slater, Caleb	Deputy	FT	Yes	Yes	04/27/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Smith, Randall	Deputy	FT	Yes	Yes	02/23/2013	\$40,976.00	\$46.15	26.0	\$1,199.90
Stubblefield, John	Inmate Supervisor	FT	Yes	Yes	07/22/2007	\$42,203.20	\$46.15	26.0	\$1,199.90
TBH	Investigator	FT	Yes	Yes	N/A	\$39,187.20	\$46.15	26.0	\$1,199.90
TBH	Deputy	FT	Yes	Yes	N/A	\$39,187.20	\$46.15	26.0	\$1,199.90
Walker, Shelly	Deputy	FT	Yes	Yes	02/20/2007	\$42,203.20	\$46.15	26.0	\$1,199.90
Weiss, Matthew	Deputy	FT	Yes	Yes	05/31/2016	\$39,769.60	\$46.15	26.0	\$1,199.90
Whitcomb, Kelsey	Deputy	FT	Yes	Yes	05/11/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Winchell, Kyle	Deputy	FT	Yes	Yes	01/09/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
Winston, Jason	Deputy	FT	Yes	Yes	08/10/2015	\$39,769.60	\$46.15	26.0	\$1,199.90
	Instructor	FT	Yes	Yes	02/11/2019	\$39,187.20	\$46.15	26.0	\$1,199.90

Yarnell, Phil									
									\$69,594.20

Personnel Benefits

Category	Item	Supplemental Salary	Rate	Total Cost
FICA/Medicare	FICA/Medicare	\$69,594.20	0.0765	\$5,323.96
				\$5,323.96
Pension	LAGERS	\$69,594.20	0.095	\$6,611.45
				\$6,611.45
Workers Comp	Workers Comp	\$69,594.20	0.0481	\$3,347.48
				\$3,347.48
				\$15,282.89

Total Budget

Total Project Cost: \$84,877.09

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Audit Requirements

Date last audit was completed:* 06/22/2018

Date(s) covered by last audit:* 01/01/2017 - 12/31/2017

Last audit performed by:* KPM CPAs, PA

Phone number of auditor:* 417-882-0904

Date of next audit:* July 2019

Date(s) to be covered by next audit:* 01/01/2018 - 12/31/2018

Next audit will be performed by:* KPM CPAs, PA

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

The Federal Amount refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.

The State Amount refers to funds received directly from the State of Missouri, not including federal pass-thru funds, in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.

Federal Amount:* \$2,690,369.00

State Amount:* \$0.00

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2020 DSSSF Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

I have read and agree to the terms and conditions of the grant.* **Yes**

If you marked No to the question above, please explain:

Your typed name as the Applicant Authorized Official (e.g. County Commissioner, County Executive, or Mayor in the case of St. Louis City Sheriff's Office), in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized Official Name:* **Bob Dixon**

Job Title:* **Presiding Commissioner**

Date:* **06/07/2019**

ex 6

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE HOUSING OF GREENE COUNTY INMATES**

This Agreement is made and entered into this 27 day of June, 2019 ("Effective Date") between the County of Greene, Missouri and its Sheriff, Jim Arnott (hereinafter "Greene County"), and the County of Audrain, and its Sheriff, Matt Oller (hereinafter "Audrain County"), each of them being a body politic and corporate, do hereby enter into this Intergovernmental Agreement pursuant to §70.220, RSMo., the purpose of which is to set forth the understanding between Greene and Audrain Counties and their Sheriffs regarding housing of inmates under the direction of Greene County Sheriff Arnott, in the jail facility in Audrain County, Missouri under the direction and control of Audrain County Sheriff Oller, and the agreements concerning housing of those inmates ("Inmates").

WHEREAS, Sheriff Arnott has a duty to control the jail of Greene County; and

WHEREAS, the jail of Greene County is at or near an capacity; and

WHEREAS, Sheriff Oller has a duty to control the jail of Audrain County, which has the capacity and ability to provide a safe and secure environment for Inmates, and

WHEREAS, Sheriff Oller has the capacity and ability to house Inmates in the jail of Audrain County;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. **Services Provided:** Audrain County shall provide detention services at their facility located at 1100 Littleby Road, Mexico, MO, 65265, shelter and other usual services for low to medium custody level inmates of Greene County (hereinafter referred to as "Inmates"). Audrain County shall not move Inmates to any other location or turn Inmates over to the control or custody of any other person or entity without the prior written consent of Sheriff Arnott or his agents or assigns, or as otherwise provided for herein.
3. **Booking Process:** Audrain County shall provide processing and booking of Inmates consistent with the same manner in which Audrain County treats its own inmates. Greene County will provide information reasonably necessary for Inmate processing, such as information regarding warrants, commitments, judgments, and sentences. Greene County will provide evidence of satisfaction of a "fit for confinement" examination in accordance with §221.040 RSMo. when deemed necessary by Sheriff Oller or his agents or assigns.
4. **Quality of Care and Treatment:** Audrain County shall at all times treat and care for all Inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by law. Audrain County shall provide adequate security and access to three meals per day to each Inmate. Audrain County will also provide clothing and adequate hygienic supplies to each Inmate.
5. **Licensing and Structures:** Audrain County shall maintain and ensure all necessary and appropriate licensing requirements, permits, and building, fire, health and safety codes.

Audrain County represents and warrants that the jail facility at Audrain County meets or exceeds all applicable building codes and standards.

6. **Record-Keeping:** Audrain County shall maintain accurate, timely and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against Inmates, including records on Inmates regarding all incidents involving use of force, Inmate Injuries, grievances, complaints, claims or lawsuits lodged against Audrain County. Greene County shall have a right to access such records, and Audrain County expressly agrees to provide Greene County with copies of such records upon request.
7. **Training:** Audrain County represents and warrants that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards, including training with regard to anti-discrimination policies.
8. **Pre-Employment Screening:** Audrain County represents and warrants that all of its employees or independent contractors who may come into contact with Inmates or Inmate property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law consistent with industry standards, prior to their employment with Audrain County or interaction with Inmates.
9. **Notification:** Audrain County shall immediately notify Greene County of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by an Inmate against Audrain County, the filing of a claim, lawsuit or administrative action against Audrain County with regard to its treatment of Inmates; or the use of force on or against an Inmate.
10. **Release of Inmates:** Audrain County shall release Inmates back to Greene County. Audrain County shall not release Inmates into the general populace without making proper wants and warrant checks (i.e. Jake's Law). Audrain County shall not grant furloughs or passes to any Inmates without the specific written authorization of Sheriff Arnott or his agents or assigns.
11. **Transportation of Inmates:** Greene County shall provide Inmate transportation to and from Greene County for court appearances, mental evaluations, and medical screening or treatment, to the extent such is located in Greene County. Greene County will also provide transportation to Greene County for Inmates that are able to post bond or have been ordered released, so that they can be released from Greene County.
12. **Resident Agent:** Audrain County has designated that either the Clerk for Audrain County or the Sheriff of Audrain County shall be considered the agent of Audrain County for acceptance of service in all matters regarding this Agreement, and that service may be made on either.
13. **Access to the Court System:** Audrain County shall ensure that all Inmates shall have access to the court system, including but not limited to access through video arraignment and the use of U.S. Postal Service.
14. **Cost:** Greene County shall pay Audrain County a daily rate per Inmate of forty-five dollars and no/100 (\$45.00). This bill will be payable monthly within thirty (30) days of receipt of a monthly invoice for same. This per diem rate is subject to change by Audrain County upon

providing Greene County, with no less than thirty (30) days, written notice of such change. There is no minimum or maximum number of inmates, except that in the event that Audrain County determines that it is at capacity, it shall not accept inmates.

15. Medical Care:

- a. **Care and Access to Care:** Audrain County shall not require prepayment before providing care to inmates with serious medical needs and shall provide such care, but may charge inmates for such services consistent with §221.120, RSMo. or other applicable law. Audrain County shall provide inmates with access to medical professionals for non-serious medical needs. Audrain County shall have a qualified medical physician on call to respond to the jail of Audrain County for purposes of providing medical care to inmates. Audrain County shall have a qualified physician on site at the facility at scheduled times. Audrain County shall have a Licensed Vocational Nurse on-site at scheduled times.
 - b. **Emergent or Urgent Care:** Audrain County shall not require prepayment before providing emergent or urgent care to inmates with serious medical needs for such care and shall provide such care, but may charge inmates for such services consistent with §221.120, RSMo. or other applicable law. In the event that providing such care is beyond the ability of medical professionals or staff at the jail of Audrain County, then Audrain County shall immediately transport inmate to a qualified emergency or urgent care provider.
 - c. **Outside Provider:** In the event an inmate has a serious medical need for care from an outside medical provider, Audrain County shall have a detention officer accompany the inmate during transport and at the treatment facility. Audrain County shall also promptly notify Greene County. Special expenses for the labor to transport inmates to a provider outside the jail of Audrain County, or to guard inmates at an outside provider, may be charged in addition to the monthly base rate and must be separately itemized.
 - d. **Records:** Audrain County shall maintain complete medical records for each inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.
16. **Inmate History:** All inmates assigned to Audrain County shall be low to medium custody and not considered an extreme risk or violent.
17. **Reservation:** Audrain County reserves the right to refuse any inmate, and to return any inmates previously accepted upon reasonable notice given to Greene County at no expense to Audrain County.
18. **No Third Party Beneficiary Enforcement:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Greene County and Audrain County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person or entity. Any person or entity other than the parties who

receives services or benefits as a result of this Agreement shall be construed as an incidental beneficiary only.

19. **Entitlements:** This Agreement is not intended to create any right, liberty interest, or entitlement in favor of any Inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto.
20. **Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for four (4) successive one (1) year periods unless a party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving thirty (30) days written notice.
21. **Right of Visit:** Greene County shall have the right to visit its Inmates, at any reasonable time, in the jail of Audrain County.
22. **Death of an Inmate:** In the event of the death of an Inmate, Audrain County shall immediately notify Greene County. Arrangements shall be made by Audrain County to transport the body to the medical examiner or coroner of Audrain County. All costs of an autopsy shall be the responsibility of Audrain County. Greene County shall assume responsibility for said body/remains upon its return to Greene County.
23. **Escapes:** In the event of the escape of an Inmate in the care of Audrain County, Audrain County shall immediately notify Greene County and local authorities. Audrain County shall take reasonably necessary steps to assist in the apprehension of the escaped Inmate. Audrain County shall bear any and all costs of and/or charges as the result of an escape.
24. **Services for Inmates:** Inmates shall have equal access to telephone and commissary services, reading materials, scheduled visits, religious services and recreation activities as similarly situated inmates at the jail of Audrain County.
25. **Agreement:** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreements and understandings are superseded hereby.
26. **Amendment:** This Agreement may be amended, modified or supplemented only by a written instrument signed by the parties.
27. **Notices:** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery or facsimile transmission as follows:

If to Greene County:

Greene County Sheriff's Office
1010 North Boonville Avenue
Springfield, MO 65802
Phone: 417-829-6286

If to Audrain County:

Audrain County Detention Center
1100 Littleby Road
Mexico, MO 65265
Phone: 573-473-5801


28. **Independent Contractor Status:** Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out provisions of this Agreement. Nothing in this Agreement shall create any right or

remedies in any third party. This Agreement is not intended to be and will not constitute or otherwise be recognized as a joint venture, partnership agreement or relationship, or formal organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. Audrain County shall be responsible for all salaries, wages, workers' compensation insurance, unemployment compensation, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold Greene County, including its elected officials, employees, attorneys, successors, and assigns, harmless with respect thereto.

29. **Non-Exclusive Contract:** Audrain County acknowledges that it does not have an exclusive contract with Greene County for the housing and care of inmates in the custody of Greene County. Nothing in this Agreement shall be construed to create an exclusive relationship between Greene County and Audrain County for the care and confinement of inmates.
30. **Inmate Accounts:** Audrain County shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements, debiting such account for responsible amounts for the Inmates' purchase of commissary items. Audrain County shall be accountable to Greene County for such Inmate funds. Upon an Inmate being returned to Greene County the funds maintained in such account shall be returned with the Inmate to Greene County.
31. **Programs:** Inmates shall have equal access to programs as similarly situated inmates at the jail of Audrain County.
32. **Indemnification:**
 - a. **By Audrain County:** Audrain County shall indemnify and hold Greene County, including its elected officials, employees, attorneys, successors, and assigns, harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement, and Audrain County shall, at Greene County's request, undertake in its name and defense all actions arising from such in which Greene County is a defendant. Audrain County shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by Greene County in connection with any such claims and shall not settle any such claim against Greene County without the consent of Greene County, which consent shall not be unreasonably withheld by Greene County, in which case the obligation of Audrain County shall not exceed the amount of the settlement offer as of the date of such refusal. This provision does not, however, require Audrain County to indemnify or hold harmless Greene County from its own negligence.
 - b. **By Greene County:** Greene County shall not hold harmless or indemnify Audrain County for any liability whatsoever. This provision does not in and of itself preclude Audrain County from seeking remedies against Greene County based on breach of this Agreement, or for the negligence of Greene County. This provision shall not be construed to limit Audrain County's liability to Greene County.

33. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the rights or defenses of either party, or their respective elected officials, employees, agents, attorneys, successors, and assigns, with regard to applicable sovereign, governmental or immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws, including those applicable to public entities or public officers.
34. **Assignment:** This Agreement shall be binding upon all parties hereto. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Audrain County's obligations under the terms of this Agreement shall survive assignment and may not be absolved by the assignment its obligations under this Agreement.
35. **Compliance with Applicable Law:** Audrain County and Greene County, in carrying out this Agreement, shall also comply with all applicable existing federal, state, and local laws, all of which are incorporated by reference and made a part of this Agreement.


Greene County Sheriff




Sheriff Jim Arnott
6-24-19

Date

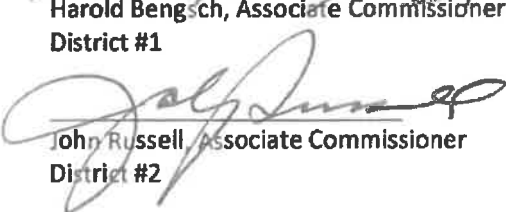
Greene County Commission



Bob Dixon, Presiding Commissioner



Harold Bengsch, Associate Commissioner
District #1



John Russell, Associate Commissioner
District #2

Date

Audrain County Sheriff

Sheriff Matt Oller

Date

Audrain County Commission

Steve Hobbs, Presiding Commissioner

Alan Winders, Commissioner
Eastern District

Tracy Graham, Commissioner
Western District

Date

APPROVED AS TO FORM

John Housley
Greene County Legal Counsel

ATTEST: I, Shane Schoeller, am the duly appointed and acting County Clerk of Greene County, Missouri, and in that capacity, do hereby attest on this _____ day of _____, 2019, that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller, Greene County Clerk

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.

Cindy Stein, Greene County Auditor

ex7

OPTICAL SERVICES AGREEMENT

This Agreement is made this 27 day of June, 2019 in reference to inmates held at the county jail ("GCJ") in Greene County, Missouri ("the County") by the Greene County Sheriff's Office hereinafter known as "GCSO" and with Pearle Vision hereinafter known as the "Provider".

WHEREAS, the Greene County Sheriff's Office does not have the ability to provide optical services as referenced herein to inmates on-site;

WHEREAS, Provider operates an optical facility and desires to provide optical services to inmates of the Greene County Sheriff's Office;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. Provider

1. Provider shall provide optical services for inmates in accordance with Exhibit A, attached and incorporated herein, during the business hours of the Provider. Exhibit A is not an exhaustive list of services that may be provided, which will be determined on a case-by-case basis.
2. Provider will perform optical services including, but not limited to, eye exams, refraction and eye glass fittings, on inmates as determined by the Provider optometrist. In the event Provider determines an inmate requires an exam by an ophthalmologist, one will be provided.
3. Provider may require prepayment prior to scheduling services under this Agreement.
4. Provider will provide the GCJ transport officer with the results of inmate optical/ophthalmology exams, including whether inmate appears to have a serious medical need for treatment, upon completion of such exam or as soon thereafter as possible. This will not preclude Provider from contacting medical staff at the GCJ directly as needed. Provider will also provide instruction for follow-up care and details of treatment received, if any.

B. GCSO

1. Medical staff at the GCSO will schedule appointments with Provider upon confirmation of the required pre-payment to Provider.
2. GCSO staff will transport inmates to and from appointments and remain present while an inmate is in the Provider's facility.

C. Term and Termination

1. **Term.** The term of this Agreement shall begin upon execution of this Agreement and continue for one (1) year. This Agreement shall automatically renew for additional one (1) year terms. This Agreement may be terminated by any party upon thirty (30) days written notice. The fees listed on Exhibit A will remain in effect for the contract term.

D. Miscellaneous

1. **Arm's Length Negotiation.** The parties represent that this Agreement has been negotiated at arm's-length and the terms and fees set forth herein are commercially reasonable.

2. **No Requirement to Refer.** This Agreement shall not be construed to require referral of any inmate or volume of inmates to Provider or the ordering of any services to be provided by Provider.

3. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of rights or defenses with regard to applicable sovereign, governmental or official immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws.

4. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if given in person, or sent by a recognized overnight courier service or sent by registered or certified mail as follows:

Pearle Vision
Attn: Laura Long, Mo Region Operations Manager
1518 E. Battlefield Road
Springfield, MO 65804

Greene County Sheriff's Office
Attn: Major Royce Denny
1010 Boonville
Springfield, Missouri 65802

Such notice shall be deemed effective upon the earlier of actual delivery, one (1) business day after posting with such courier service, or three (3) business days after deposit with the United States Postal Service in the manner above required.

5. **Exclusion from Federal/State Reimbursement Programs.** Provider represents that it has never been excluded from participation in the Medicare or Medicaid programs or other similar government sponsored healthcare programs and further represent that no investigations are currently pending or, to the best of Provider's knowledge, threatened by any federal or state agency seeking exclusion from such programs. Provider agrees to notify Facility as soon as

reasonably practical in the event it or any of its individual employees are excluded from a government sponsored healthcare program or if any proceedings are threatened or commenced. On a periodic basis (at least bi-yearly), Provider shall review the List of Excluded Individuals/Entities ("LEIE") and System for Award Management ("SAM") for the listing of any of its employees, principals and subcontractors.

6. Certification. Provider shall not violate the "Stark laws" or Anti-Kickback statute with respect to the performance of this Agreement.

7. Applicable Law, Venue and Jurisdiction. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of Missouri. The parties further agree that the exclusive forum, venue and place of jurisdiction shall be in the Circuit Court of Greene County, Missouri or the United States District Court in the Western District of Missouri.

8. Modification. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.


GREENE COUNTY SHERIFF'S OFFICE

PEARLE VISION


Sheriff Jim Arnott

Laura Long
MO Region Operations Manager

Approved as to form:


Damon Phillips
Greene County Sheriff's Office Legal Counsel

GREENE COUNTY COMMISSION


Bob Dixon, Presiding Commissioner


Harold Bengsch, Associate Commissioner District #1


John Russell, Associate Commissioner District #2

Date: _____

ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission, on this ____ day of _____, 2019 do hereby attest that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller, County Clerk

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.

Cindy Stein, Auditor

EXHIBIT A

Pearle Vision's Usual & Customary fees

Comprehensive Eye exam with Refraction	\$58.00
Contact Lens fitting spherical.....	\$45.00
Contact Lens fitting toric.....	\$51.00
Contact Fitting Multifocal or Gas Perm.....	\$55.00
Dilation.....	\$15.00
Pressure Check included with exam	
Visual Fields screening.....	\$30.00
Office Visit.....	\$25.00-\$50.00