

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

Greene County Commission
Commission Briefing Minutes

Thursday, January 7, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCommissionOffice>. You can also dial in using your phone United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter and Donna Barton.

Teleconference Attendees: Rob Rigdon, Jon Mooney, Jeff Bassham, Justin Hill, Jeff Scott, Phil Corcoran, Cindy Stein, Royce Denny, Jeff Avers and Kevin Barnes.

Informational Items

Health Department-Jon Mooney

- COVID update
- Vaccination progress

Resource Management-Kevin Barnes

- Temp Jail Progress
- Jail Update

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Festival Licenses Approval, Clerk Office

- Commissioner Rusty MacLachlan made a motion to approve the Event Licenses for Light the Way Christian Music Festival. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.
- No document will be attached

(EX1) Discussion and Possible Vote: Emergency Management Contract Renewal, OEM

- Commissioner Rusty MacLachlan made a motion to approve the Intergovernmental Agreement for Pre-Disaster Emergency Management Service Contract Renewal. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

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



INTERGOVERNMENTAL AGREEMENT
PRE-DISASTER EMERGENCY MANAGEMENT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this 10 day of November, 2020, by and between the COUNTY OF GREENE, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County"), the SPRINGFIELD-GREENE COUNTY OFFICE OF EMERGENCY MANAGEMENT (hereinafter "OEM") and the CITY OF FAIR GROVE municipal corporations of the State of Missouri (hereinafter collectively referred to as the "City"), for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in the Cities from all types of hazards.

WITNESSETH:

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

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

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

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

WHEREAS, the Cities, in order to protect the health and welfare of the residents residing within their respective municipal boundaries, desire to enter into an agreement with the County and OEM in which the OEM will provide the Cities with pre-disaster planning, training, and services on a fee for service basis; and

WHEREAS, Section 70.220, RSMo., provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other political subdivision of this state for

the planning, development, construction, acquisition, or operation of any common service and this IGA represents an excellent opportunity for the Cities, the County, and the OEM to work cooperatively for the common good of improving the quality of life of their citizens and improving the response to emergencies to maximize the care provided to specific individuals involved in a natural, man-made, or technological disaster.

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

I. SERVICES

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

II. TERM

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

III. COMPENSATION

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

IV. INDEMNIFICATION

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

V. GENERAL INDEPENDENT CONTRACTOR CLAUSE

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

VI. ENTIRE AGREEMENT.

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

VII. COUNTERPARTS.

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

VIII. NOTICES.

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

Greene County Commission
ATTENTION: Bob Dixon
923 N. Robberson
Springfield, MO 65802
Telephone: (417) 868-4112
Email: bdixon@greenecountymo.gov

Springfield-Greene County Office of Emergency Management
ATTENTION: Larry Woods
330 W Scott St.
Springfield, MO 65802
Telephone: (417) 869-6040
Email: lwoods@greenecountymo.gov

City of Fair Grove
ATTENTION: Ted Wolf, EMD
81 S. Orchard Blvd
Fair Grove, MO 65648
Telephone: (417) 569-8093
Facsimile: (417) 759-6480
Email: ted.wolf@fairgrove.org

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

GREENE COUNTY, MISSOURI

By: _____
Bob Dixon, Presiding Commissioner

By: _____
Harold Bengsch, Commissioner

By: _____
John Russell, Commissioner

Attested by:

By: _____
Shane Schoeller, Greene County Clerk

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

By: 
Stephen Short, Mayor

By: 
Dana Louderbaugh, City Clerk

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

By: _____
Larry Woods, Director

Approved as to form:

By: _____
Greene County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy Stein, Greene County Auditor

Date

EXHIBIT A

Intergovernmental Agreement Scope of Services

Background

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

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

EXHIBIT B

**Intergovernmental Agreement
Funding Formula**

Each participating municipality receiving pre-disaster emergency management services under the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA) shall compensate the County for the services provided by OEM in **Exhibit A** of the IGA on a funding formula based upon a fee of \$3.09 per capita of individuals living inside the City limits of Fair Grove. Additionally, at the beginning of year 2, and on year 4 (of the contract) a 3% cost of living adjustment will be applied based on the annual fee. As well at the start of year 3 and year 5 (of the contract) a reevaluation of community census as per the City Clerk's office will be evaluated and Annual Fee adjusted accordingly. The following annual fee shall be paid by the respective participating city each year, with adjustment described above during the term of the IGA:

City	Juris Pop	Initial Per Capita Fee	Formula	Initial Annual Fee
Fair Grove	1393	\$3.09	Initial Annual Fee=Juris Pop*Initial Per Capita Fee	\$4,304

Month	Year	Type of Adjustment	Formula	Adjusted Annual Fee
April	2020	Contract Signed		---
April	2021	3% Cost of Living	Adjusted Fee=[(3%*Per Capita Fee)+Per Capita Fee]*Juris Pop	
April	2022	Per Capita Adjustment	Adjusted Fee=(Per Capita Fee*Reformulated Juris Pop)	
April	2023	3% Cost of Living	Adjusted Fee=[(3%*Per Capita Fee)+Per Capita Fee]*Juris Pop	
April	2024	Per Capita Adjustment	Adjusted Fee=(Per Capita Fee*Reformulated Juris Pop)	
April	2025	Contract Expires/Sign New Contract		

Payments shall be made to the County in quarterly payments based on each city's total annual fee on January 1, April 1, July 1, and October 1 of each year until the expiration or termination of this agreement. All fees will be rounded to the nearest whole dollar.

INTERGOVERNMENTAL AGREEMENT
PRE-DISASTER EMERGENCY MANAGEMENT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this ____ day of _____, 2020, by and between the COUNTY OF GREENE, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County"), the SPRINGFIELD-GREENE COUNTY OFFICE OF EMERGENCY MANAGEMENT (hereinafter "OEM") and the CITY OF WALNUT GROVE a municipal corporations of the State of Missouri (hereinafter collectively referred to as the "City"), for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in the City from all types of hazards.

WITNESSETH:

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

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

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

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

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

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

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

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

I. **SERVICES.**

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

II. **TERM.**

This Agreement shall commence on the date of execution by authorized officials for the City and will continue in effect until April 30, 202___, but may be renewed if all terms are agreed to in writing by the City and the County. However, any party to this Agreement may terminate their participation in this IGA by written notification provided to the other parties at least 180 days prior to the effective date of termination. Additionally, the County has a right to immediately terminate this IGA as to the city, if said city, upon thirty (30) days written notice from the County of a default or breach of the terms of the Agreement as determined by the County, fails to cure or remedy the breach.

III. **COMPENSATION.**

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

IV. **INDEMNIFICATION.**

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

V. **GENERAL INDEPENDENT CONTRACTOR CLAUSE.**

County, OEM and the city who are parties to this agreement are each separate and independent organizations and, as such, County, OEM, and the city each retain their own identity in providing services and each is responsible for its own policies and activities.

County, OEM, and the city shall be responsible for their respective employees, agents, and volunteers as to any duties or activities contemplated in this Agreement. This Agreement does not create an employee/employer relationship among the parties. It is the Parties intention that the OEM will be an independent contractor and not the cities' employee for all purposes. This Agreement shall not be construed as creating any joint employment relationship between the County, OEM or city.

VI. ENTIRE AGREEMENT.

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

VII. COUNTERPARTS.

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

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Greene County Commission

ATTENTION: Bob Dixon
923 N. Robberson Ave
Springfield, MO 65802
Telephone: (417) 868-4112
Email: bdixon@greenecountymo.gov

Springfield-Greene County Office of Emergency Management

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

City of Walnut Grove
ATTN: Eric Sutton, City Clerk
101 S. Washington St.
Walnut Grove, MO 65770
Telephone: (417) 788-2596
Facsimile: (417) 788-2673
Email: cityclerkwgm@gmail.com

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

GREENE COUNTY, MISSOURI

By: _____
Bob Dixon, Presiding Commissioner

By: _____
Harold Bengsch, Commissioner

By: _____
John Russell, Commissioner

Attested by:

By: _____
Shane Schoeller, Greene County Clerk

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

By: Eldon Locke
Eldon Locke, Mayor

By: Eric Sutton
Eric Sutton City Clerk

EXHIBIT - A

Intergovernmental Agreement Scope of Services

Background

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

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

EXHIBIT B - Adjusted

**Intergovernmental Agreement
Funding Formula**

Each participating municipality receiving pre-disaster emergency management services under the INTERGOVERNMENTAL AGREEMENT PRE-DISASTER EMERGENCY MANAGEMENT SERVICES (IGA) shall compensate the County for the services provided by OEM in Exhibit A of the IGA on a funding formula based upon an initial fee of \$3.00 per capita of the individuals living inside the City limits of Walnut Grove. Additionally, on year two (2), and on year four (4) (of the contract), a 3% cost of living adjustment will be applied based on the annual fee. As well on year two (2), and year four (4) (of the contract), a reevaluation of community census as per the City Clerk's office will be evaluated and Annual Fee adjusted accordingly. The following annual fee shall be paid by the respective participating city each year, with adjustment described above during the term of the IGA:

City	Juris Pop	Initial Per Capita Fee	Initial Total Annual Fee	Initial Annual Fee
Walnut Grove	667	\$3.00	Initial Annual Fee=Juris Pop*Initial Per Capita Fee	\$2,001

Month	Year	Type of Adjustment	Formula	Adjusted Fee
December	2020	Contract Signed		---
December	2021	3% Cost of Living	Adjusted Fee=[(3%*Per Capita Fee)+Per Capita Fee]*Juris Pop	
December	2022	Per Capita Adjustment	Adjusted Fee=(Per Capita Fee*Reformulated Juris Pop)	
December	2023	3% Cost of Living	Adjusted Fee=[(3%*Per Capita Fee)+Per Capita Fee]*Juris Pop	
December	2024	Per Capita Adjustment	Adjusted Fee=(Per Capita Fee*Reformulated Juris Pop)	
December	2025	Contract Expires/Sign New Contract		

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

EXHIBIT - C

Federal Contract Provisions

1. Contracts...