

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

Tuesday, September 21, 2021
8:45 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN



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.gocomeat.me/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "*" key and be prompted for an access code: 675-853-269

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

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

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Robert Jehle, Fred Lizama and Jenny Hayward.

Teleconference Attendees: Jeff Bassham, Phil Corcoran, Jeff Scott, Tina Phillips, Crystal Richards, Cindy Stein, Allen Icet and Andrea Stewart.

Informational Items

Budget-Jeff Scott

- Bond update.
- 2020 census/park sales tax update.
- ERA update.
- Briefed Commission on insurance meeting recently attended.
- Update on possible change to insurance rates.
- 2022 requested budget update.

Chris Coulter

- Community Leadership Visit update

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

Items for Consideration and Action by the Commission

EX1 Discussion and Possible Vote: Grant Project Agreement, Resolution for Approval of Project Agreement with Missouri 911 Service Board Grant Acceptance, E-911

Commissioner John Russell approved the County Administrator to sign the project agreement as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX2 Discussion and Possible Vote: Resolution for Approval of Project Agreement with Missouri 911 Service Board Grant Acceptance, E-911

Commissioner John Russell moved to approve the project agreement resolution as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX3 Discussion and Possible Vote: ICAC Agreement, Sheriff's Office

Commissioner John Russell moved to approve the ICAC agreement as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

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
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Informational Items

Budget
Chris Coulter

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Commission Board Appointments

Discussion and Possible Vote: Resolution for Approval of Project Agreement with Missouri 911 Service Board Grant Acceptance, E-911

Discussion and Possible Vote: Grant Project Agreement, E-911

Discussion and Possible Vote: ICAC Agreement, Sheriff's Office

Other:

**RESOLUTION FOR GOVERNING BODY FOR APPROVAL OF PROJECT
AGREEMENT WITH MISSOURI 911 SERVICE BOARD**

A RESOLUTION OF THE COUNTY COMMISSION OF GREENE COUNTY, MISSOURI, TO APPROVE THE MISSOURI 911 SERVICE BOARD'S PROPOSED PROJECT AGREEMENT WITH GREENE COUNTY.

WHEREAS, § 650.330, RSMo Supp. 2019, requires the Missouri 911 Service Board to administer and authorize grants and loans from the Missouri 911 Service Trust Fund under § 650.335, RSMo Supp. 2018 to provide funding for 911 communications service projects of certain counties and cities;

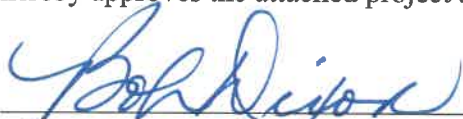
WHEREAS, the Missouri 911 Service Board has established a 911 Financial Assistance Program and set an application window of June 28 – July 31, 2021 during which eligible counties and cities could submit applications prepared by their 911 services authorities to request grants and/or loans to finance costs incurred by them and their 911 services authorities for 911 communications service projects;

WHEREAS, on August 3, 2021 by signature of the County Commission of Greene County, Missouri approved Green County's submission of an application to the Missouri 911 Service Board and entering into a project agreement with the Missouri 911 Service Board if the application was approved;

WHEREAS, Springfield-Greene County 911 & Jasper County Emergency Services Board timely submitted an application to the Missouri 911 Service Board; and

WHEREAS, on August 26, 2021 the Missouri 911 Service Board approved the 911 communications project described in the application and has offered \$439,654.61, of which Greene County will receive \$189,654.61 & Jasper County will receive \$250,000 in funding in the form of a grant conditioned on the Greene County Commission of Greene County, Missouri approving the project agreement attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Greene, Missouri, hereby approves the attached project agreement.



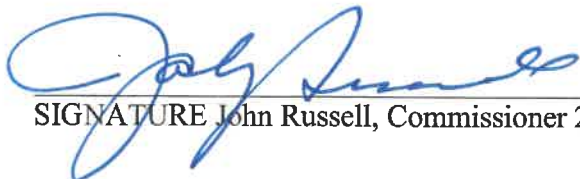
SIGNATURE Bob Dixon, Presiding Commissioner

9/21/21
DATE



SIGNATURE Rusty MacLachlan, Commissioner 1st District

9/21/21
DATE



SIGNATURE John Russell, Commissioner 2nd District

9/21/2021
DATE

ATTESTED BY

DATE

(AFFIX SEAL HERE)

ALAN WELLS
Chair

BRIAN MAYDWELL
Executive Director



Mailing Address: P.O. Box 2126
Jefferson City, MO 65102
Telephone: 573-200-6018

PROJECT AGREEMENT

All financial assistance from the Missouri 911 Service Board (the "Board") is to be used solely for the purposes described below and is subject to the acceptance of the conditions specified below by all Applicants and 911 Services Authorities (as defined in Emergency Rule 11 CSR 90-2.010 (1)(A) identified in the project application ("Application") submitted to the Board. This Project Agreement ("Agreement") will be effective when the Board receives a fully executed copy and a copy of the written certification of the governing body each Applicant approving the Agreement. The Agreement designates a Designated Lead 911 Services Authority (which could be one and the same as the Applicant) with primary responsibility for compliance with the Agreement. All Applicants and 911 Services Authorities on the Application also are responsible for compliance with the Agreement.

Project Name and Number: Greene #1

Project Service Area: Springfield/Greene County; Jasper County/Joplin

Award Priority Areas Addressed by the Project (check all that apply)

- Consolidate two or more PSAPs;
- Consolidate 911 services within a [defined region](#);
- Move one or more PSAPs up one or more service levels;
- Become NG9-1-1 compatible;
- Include purchasing 911 communications equipment, such as 911 trunking equipment, workstations with 911 answering equipment, software, dispatch systems, and radio systems, that is currently non-existent (versus replacement of existing 911 communications equipment);
- Add Text-to-911 (defined as the ability to send a text message to reach 911 emergency call takers from a mobile phone or device).

Purposes in § 650.330.1(16), RSMo to be Accomplished by the Project (check all that apply):

- Implementation of 911 services in counties of the state where services do not exist or to improve existing 911 systems;
- Promotion of consolidation of PSAPs, where appropriate;
- Ensuring primary access and texting abilities to 911 services for disabled residents;
- Development and implementation of an emergency services internet protocol network that can be shared by all public safety agencies.

Board Contact: Brian Maydwell, Executive Director
Telephone: 573-489-1088 (cell)
Email: brian.maydwell@missouri911.org

Primary Contact (Greene): JR Webb, Assistant Director, Springfield-Greene County 911
Telephone: 417-829-6210
Email: jrwebb@springfieldmo.gov

Applicant (Greene): Chris Coulter, County Administrator, Greene County
Telephone: 417-829-4885
Email: ccoulter@greencountymo.gov

Primary Contact (Jasper): April Ford, Jasper County Emergency Services Board
Telephone: 417-483-0132 cell
Email: aford@jasco.org

Elected Emergency Services Board (Jasper): Jeff Fries, Board Chairman, Jasper County
Emergency Services
Telephone:
Email:

Applicant 2 (Jasper): John Bartosh, Presiding Commissioner, Jasper County
Telephone:
Email:

Award Type(s) and Amount(s): \$439,654.61 Grant

Deposit Information: Funds from the Missouri 911 Trust Fund will be transferred to Greene and Jasper Counties or elected Emergency Services board via ACH transfer. Jasper County will receive \$250,000, Greene County will receive \$189,654.61. The current contact for your ACH transfers is Justin Hill, Greene County Treasurer (jrhill@greencountymo.gov) – The current contact for Jasper County is April Ford, Jasper County Emergency Services Board. The primary contact for this project will also be notified once transfers have been initiated.

Award Disbursement Schedule: As of the date of this Agreement, the Board intends to disburse the award amount as follows or unless otherwise agreed upon:

Monday, September 27, 2021: \$307,758.23 (70% of total funds)

- Greene: \$132,758.23

- Jasper - \$175,000.00

Monday, March 28, 2022: \$87,930.92 (20% of total funds)

- Greene - \$37,930.92
- Jasper - \$50,000.00

Tuesday September 27, 2022 or upon project completion: \$43,965.46 (10% of total funds)

- Greene - \$18,965.46
- Jasper - \$25,000.00

Scope of Work and Budget:

The scope of work and budget are set forth in the Application, which is attached as Exhibit 1 and is fully incorporated by reference into this Agreement.

Project Completion Deadline:

Tuesday September 27, 2022

Report Schedule:

Reports are required to be submitted by the project primary contact via email to admin@missouri911.org based on the below schedule until project completion.

1st Report due: Wednesday, October 27, 2021
2nd Report due: Monday, February 28, 2022
3rd Report due: Monday, June 27, 2022
4th Report due: Tuesday September 27, 2022 or upon project completion

Report Contents:

Reports must include the following information. A template can be found on the Board's website at www.missouri911.org/grants-and-funding-opportunities.

- Project Name & Number (Found on Page 1 of this Agreement)
- List of expenditures with accompanying reports, invoices and purchase agreements attached
- Brief update on project status (one paragraph minimum)
- If applicable, any notable changes to your project from what was approved by the Missouri 911 Service Board in your original grant application.

PROJECT AGREEMENT CONDITIONS

1. Project Agreement Execution

This Agreement must be fully executed and returned to the Board within 30 days of award notification along with a copy of a written certification of approval of the Agreement from the governing body of each applicant. If the fully executed Agreement and all necessary written certifications are not received within this time frame, the Board may, at its discretion, wholly or partially rescind the award.

2. Award Disbursement

The Board will not disburse any portion of the award until it has received a fully executed copy of this Agreement and a copy of a written certification of the governing body of each Applicant approving of this Agreement.

The Board, subject to its authority to modify or terminate all or a portion of the award, shall make all distributions of the award in accordance with the "Award Disbursement Schedule" in this Agreement. The Board may make distributions contingent on the timely filing of all interim reports listed under the "Report Schedule" and its approval of those reports. The Board may elect to pay certain vendors directly and to make a corresponding reduction to scheduled distributions.

3. Applicant Authorization

Applicants that are not 911 Services Authorities authorize the Board to transmit directly to their 911 Services Authorities any portion of the Board's award that is for project costs to be incurred by their 911 Services Authorities.

4. Loan Repayment (For projects involving loans):

All Applicants receiving all or a portion of an award from the Board agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments. All 911 Service Authorities receiving all or a portion of an award from the Board, on behalf of their Applicants, agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments.

5. Material Project Changes

No material project changes may be made without the prior, written approval of the Board or the Project Contact (or contact's successor). The primary contact for this Agreement may request approval of a material change to the project by submitting a written request by email (preferred) to admin@missouri911.org or by certified or registered mail addressed to "Missouri 911 Service Board" at P.O. Box 2126, Jefferson City, MO 65102. The request shall contain the Project Title, Number, and a detailed explanation of the circumstances warranting the change and any supporting documentation. The Board or its designee, in its sole discretion, will determine whether to approve or disapprove the request and will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

A “material change” is defined as a change/change order or series of changes/change orders which, alone or in combination, if approved and implemented, will result in a material alteration of the nature or scope of the project, will result in the project being unable to be completed by the project deadline, or will increase, decrease, or reallocate the funds approved in the total project budget by 5% or more.

6. Expenditure of Awards

The award must be used to implement the approved project budget. Equipment purchased with the award will be property of the purchasing 911 Service Authorities/Applicant (regardless of whether the Board pays the vendor directly) so long as it is not diverted from the approved project. If, during the term of the project or loan, whichever is longer, the equipment is used for a purpose other than the project or the purchasing 911 Service Authorities/Applicants cease to exist or operate, then the equipment will revert to the Board for redistribution to another 911 Service Authority/Applicant or for sale with the proceeds being deposited in the Missouri 911 Service Trust Fund.

Equipment purchased with award funds may not be pledged until the project is completed and, if applicable, the loan is fully repaid. The Board, at its sole discretion, may subject the equipment to a security interest under the Uniform Commercial Code (“UCC”) and file a UCC financing statement to perfect the Board’s security interest. The Board may also, at its sole discretion, require equipment purchase payments to be made directly from the Board to the vendor, in whole or in part. The Applicants and 911 Service Authorities appoint the Board as its agent and attorney-in-fact for purposes of executing and filing UCC financing statements and continuation statements.

7. Disallowed Uses of Awards

Awards may not be used for purposes other than those specified in this Agreement, which are limited to purposes authorized by §§ 650.330(16) and 650.335, RSMo. If the Board determines that awards have been expended for any disallowed use, the Board will take appropriate actions to obtain the return of the full amount of the award and other available remedies.

8. Extensions of Time

Projects shall be completed by the projection completion deadline in this Agreement unless the deadline is timely extended by the Board or its designee under 11 CSR 90-2.040(4). The primary contact for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to admin@missouri911.org or by certified or registered mail addressed to “Missouri 911 Service Board” at P.O. Box 2126, Jefferson City, MO 65102 at least 45 calendar days before the expiration of the current project completion deadline. The request shall contain a detailed explanation of the circumstances warranting the requested extension. Requests for extensions that exceed six months will not be considered.

Timely submitted first requests for extension will be granted when the request demonstrates an inability to meet the project completion deadline despite a good faith effort to do so. Second and

subsequent requests for extension will be viewed unfavorably and will only be granted when it is determined that substantial justification or extreme circumstances exist. The Board or its designee will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

9. Indemnification and Hold Harmless

Except as otherwise provided by law, Applicants and 911 Service Authorities shall indemnify and hold harmless the Board, its members, director, employees, agents, and contractors, from liability of any nature or kind, including costs and expenses, arising from or out of acts, omissions, errors, negligence, or fraud of the Applicants, 911 Service Authorities or their employees, agents, and contractors, or for or on account of any copyright infringement arising out of any article or materials produced by the Applicants and 911 Service Authorities.

10. Anti-Discrimination Policy

The Board does not discriminate on the basis of age, race, color, sex, gender identity, religion, national origin, disability, veteran status, sexual orientation, or any other consideration made unlawful by applicable law. All parties to this Agreement are expected to have similar policies in its employment practices and provision of services. All parties to this Agreement must comply with local, state and federal regulations related to non-discrimination, wage and hour laws, workplace safety, licensure, protection of confidential health care information and all other applicable laws and regulations.

11. Duty to Notify Board of Organizational Changes

All parties to the Agreement shall notify the Board, in writing by sending an email to admin@missouri911.org, within five business days of any significant changes in their structure, financial circumstances, or leadership, including their executive staff or key staff responsible for achieving the purpose of the project.

12. Reporting

The primary contact for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically to admin@missouri911.org or as otherwise directed by the Board or its designee. The Board may require additional reports as it deems appropriate and will notify the Designated Lead 911 Services Authority of the contents and deadline for any such additional reports.

13. Monitoring/Site Visits

The Board or its designee reserves the right to monitor and conduct a review of the project progress under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with the primary contact for his project, the 911 Services Authorities', and Applicants' employees and officers.

14. Financial Records/Audits

The primary contact for this project with the assistance and cooperation of the 911 Services Authorities and the Applicants, is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times as requested by the Board. Although the award funds need not be physically segregated, such funds should be shown separately on the books for ease of reference and verification. The Board may conduct such audits as it deems appropriate. In the case of an audit, the primary contact for this project, with the assistance and cooperation of the 911 Services Authorities and the Applicants, will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the project.

15. Acknowledgement and Publicity

The Board may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the primary contact for this project, 911 Services Authorities or Applicants that refers to activities, results, research, publications or other work product funded by or associated with this award should include an acknowledgment of the Missouri 911 Service Trust Fund that reads: *Supported by a funding award from the Missouri 911 Service Board.*

16. Award Changes/Termination

The Board may reduce, suspend or terminate all or any portion of the award at any time if, in the Board's sole judgment, any one or more of the 911 Services Authorities or Applicants become unable to carry out the purposes of the award, any one or more of the 911 Services Authorities or Applicants cease to be an appropriate means of accomplishing the purposes of the award, any one or more of the 911 Services Authorities or Applicants fails to comply with any of the conditions of the award or of this Agreement or applicable laws, there is a lack of funding for any reason, the Board discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board, such action is necessary to comply with applicable laws and regulations, or as a result of acts of God, pandemics, and other exigent or unexpected reasons. Upon receipt of notice of termination, all 911 Services Authorities or Applicants that received funding shall, with five business days, return all unexpended award funds to the Board, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board to take any legal action to collect any award funds or interest required to be paid on such funds, the 911 Services Authorities or Applicants agree to pay the Board's reasonable attorneys' fees and all costs of collection with interest at the rate of 9% per annum.

17. Relationship of the Parties

It is expressly understood that the Board has no obligation to provide other or additional support for this or any other project or purposes. The Board does not exercise control of the 911 Services Authorities or Applicants; the 911 Services Authorities and Applicants are separate and independent entities from the Board. Operational implementation of the award is the sole responsibility of the 911 Services Authorities and the Applicants.

18. Miscellaneous

The 911 Service Authorities' and Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

ACCEPTANCE OF TERMS AND CONDITINS.

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Application on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

Board Contact: Brian Maydwell, Executive Director

Signature:

Date:

Primary Contact (Greene): J.R. Webb, Assistant Director, Springfield-Greene County 911

Signature:

Date:

County Applicant (Greene): Chris Coulter, County Administrator, Greene County

Signature: 

Date: 

Primary Contact (Jasper): April Ford, Executive Director, Jasper County Emergency Services Board

Signature:

Project Agreement, [Greene #1 Page 9]

Date:

Elected Emergency Services Board (Jasper): Jeff Fries, Board Chairman, Jasper County
Emergency Services

Signature:

Date:

Applicant 2 (Jasper): John Bartosh, Presiding Commissioner, Jasper County
Signature:

Date:

**Please return one electronic signed copy of this Agreement and the attached resolution
addressed to:**

Missouri 911 Service Board
Admin@missouri911.org

ALAN WELLS
Chair

BRIAN MAYDWELL
Executive Director



Mailing Address: P.O. Box 2126
Jefferson City, MO 65102
Telephone: 573-200-6018

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Project Name and Number: Greene #1

Project Service Area: Springfield/Greene County; Jasper County/Joplin

Award Priority Areas Addressed by the Project (check all that apply)

- Consolidate two or more PSAPs;
- Consolidate 911 services within a [defined region](#);
- Move one or more PSAPs up one or more service levels;
- Become NG9-1-1 compatible;
- Include purchasing 911 communications equipment, such as 911 trunking equipment, workstations with 911 answering equipment, software, dispatch systems, and radio systems, that is currently non-existent (versus replacement of existing 911 communications equipment);
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Project Agreement, [Greene #1 Page 2]

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Telephone: 573-489-1088 (cell)
Email: brian.maydwell@missouri911.org

Primary Contact (Greene): JR Webb, Assistant Director, Springfield-Greene County 911
Telephone: 417-829-6210
Email: jrwebb@springfieldmo.gov

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Award Type(s) and Amount(s): \$439,654.61 Grant

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- Greene: \$132,758.23

Project Agreement, [Greene #1 Page 3]

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- Jasper - \$50,000.00

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Scope of Work and Budget:

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4. Loan Repayment (For projects involving loans):

All Applicants receiving all or a portion of an award from the Board agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments. All 911 Service Authorities receiving all or a portion of an award from the Board, on behalf of their Applicants, agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments.

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A “material change” is defined as a change/change order or series of changes/change orders which, alone or in combination, if approved and implemented, will result in a material alteration of the nature or scope of the project, will result in the project being unable to be completed by the project deadline, or will increase, decrease, or reallocate the funds approved in the total project budget by 5% or more.

6. Expenditure of Awards

The award must be used to implement the approved project budget. Equipment purchased with the award will be property of the purchasing 911 Service Authorities/Applicant (regardless of whether the Board pays the vendor directly) so long as it is not diverted from the approved project. If, during the term of the project or loan, whichever is longer, the equipment is used for a purpose other than the project or the purchasing 911 Service Authorities/Applicants cease to exist or operate, then the equipment will revert to the Board for redistribution to another 911 Service Authority/Applicant or for sale with the proceeds being deposited in the Missouri 911 Service Trust Fund.

Equipment purchased with award funds may not be pledged until the project is completed and, if applicable, the loan is fully repaid. The Board, at its sole discretion, may subject the equipment to a security interest under the Uniform Commercial Code (“UCC”) and file a UCC financing statement to perfect the Board’s security interest. The Board may also, at its sole discretion, require equipment purchase payments to be made directly from the Board to the vendor, in whole or in part. The Applicants and 911 Service Authorities appoint the Board as its agent and attorney-in-fact for purposes of executing and filing UCC financing statements and continuation statements.

7. Disallowed Uses of Awards

Awards may not be used for purposes other than those specified in this Agreement, which are limited to purposes authorized by §§ 650.330(16) and 650.335, RSMo. If the Board determines that awards have been expended for any disallowed use, the Board will take appropriate actions to obtain the return of the full amount of the award and other available remedies.

8. Extensions of Time

Projects shall be completed by the projection completion deadline in this Agreement unless the deadline is timely extended by the Board or its designee under 11 CSR 90-2.040(4). The primary contact for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to admin@missouri911.org or by certified or registered mail addressed to “Missouri 911 Service Board” at P.O. Box 2126, Jefferson City, MO 65102 at least 45 calendar days before the expiration of the current project completion deadline. The request shall contain a detailed explanation of the circumstances warranting the requested extension. Requests for extensions that exceed six months will not be considered.

Timely submitted first requests for extension will be granted when the request demonstrates an inability to meet the project completion deadline despite a good faith effort to do so. Second and

subsequent requests for extension will be viewed unfavorably and will only be granted when it is determined that substantial justification or extreme circumstances exist. The Board or its designee will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

9. Indemnification and Hold Harmless

Except as otherwise provided by law, Applicants and 911 Service Authorities shall indemnify and hold harmless the Board, its members, director, employees, agents, and contractors, from liability of any nature or kind, including costs and expenses, arising from or out of acts, omissions, errors, negligence, or fraud of the Applicants, 911 Service Authorities or their employees, agents, and contractors, or for or on account of any copyright infringement arising out of any article or materials produced by the Applicants and 911 Service Authorities.

10. Anti-Discrimination Policy

The Board does not discriminate on the basis of age, race, color, sex, gender identity, religion, national origin, disability, veteran status, sexual orientation, or any other consideration made unlawful by applicable law. All parties to this Agreement are expected to have similar policies in its employment practices and provision of services. All parties to this Agreement must comply with local, state and federal regulations related to non-discrimination, wage and hour laws, workplace safety, licensure, protection of confidential health care information and all other applicable laws and regulations.

11. Duty to Notify Board of Organizational Changes

All parties to the Agreement shall notify the Board, in writing by sending an email to admin@missouri911.org, within five business days of any significant changes in their structure, financial circumstances, or leadership, including their executive staff or key staff responsible for achieving the purpose of the project.

12. Reporting

The primary contact for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically to admin@missouri911.org or as otherwise directed by the Board or its designee. The Board may require additional reports as it deems appropriate and will notify the Designated Lead 911 Services Authority of the contents and deadline for any such additional reports.

13. Monitoring/Site Visits

The Board or its designee reserves the right to monitor and conduct a review of the project progress under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with the primary contact for his project, the 911 Services Authorities', and Applicants' employees and officers.

14. Financial Records/Audits

The primary contact for this project with the assistance and cooperation of the 911 Services Authorities and the Applicants, is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times as requested by the Board. Although the award funds need not be physically segregated, such funds should be shown separately on the books for ease of reference and verification. The Board may conduct such audits as it deems appropriate. In the case of an audit, the primary contact for this project, with the assistance and cooperation of the 911 Services Authorities and the Applicants, will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the project.

15. Acknowledgement and Publicity

The Board may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the primary contact for this project, 911 Services Authorities or Applicants that refers to activities, results, research, publications or other work product funded by or associated with this award should include an acknowledgment of the Missouri 911 Service Trust Fund that reads: *Supported by a funding award from the Missouri 911 Service Board.*

16. Award Changes/Termination

The Board may reduce, suspend or terminate all or any portion of the award at any time if, in the Board's sole judgment, any one or more of the 911 Services Authorities or Applicants become unable to carry out the purposes of the award, any one or more of the 911 Services Authorities or Applicants cease to be an appropriate means of accomplishing the purposes of the award, any one or more of the 911 Services Authorities or Applicants fails to comply with any of the conditions of the award or of this Agreement or applicable laws, there is a lack of funding for any reason, the Board discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board, such action is necessary to comply with applicable laws and regulations, or as a result of acts of God, pandemics, and other exigent or unexpected reasons. Upon receipt of notice of termination, all 911 Services Authorities or Applicants that received funding shall, with five business days, return all unexpended award funds to the Board, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board to take any legal action to collect any award funds or interest required to be paid on such funds, the 911 Services Authorities or Applicants agree to pay the Board's reasonable attorneys' fees and all costs of collection with interest at the rate of 9% per annum.

17. Relationship of the Parties

It is expressly understood that the Board has no obligation to provide other or additional support for this or any other project or purposes. The Board does not exercise control of the 911 Services Authorities or Applicants; the 911 Services Authorities and Applicants are separate and independent entities from the Board. Operational implementation of the award is the sole responsibility of the 911 Services Authorities and the Applicants.

18. Miscellaneous

The 911 Service Authorities' and Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

ACCEPTANCE OF TERMS AND CONDITINS.

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Application on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

Board Contact: Brian Maydwell, Executive Director

Signature: 

Date: September 21, 2021

Primary Contact (Greene): J.R. Webb, Assistant Director, Springfield-Greene County 911

Signature: 

Date: 9/21/2021

County Applicant (Greene): Chris Coulter, County Administrator, Greene County

Signature: 

Date: 21 SEPT 2021

Primary Contact (Jasper): April Ford, Executive Director, Jasper County Emergency Services Board

Signature:

Project Agreement, [Greene #1 Page 9]

Date:

Elected Emergency Services Board (Jasper): Jeff Fries, Board Chairman, Jasper County
Emergency Services

Signature:

Date:

Applicant 2 (Jasper): John Bartosh, Presiding Commissioner, Jasper County
Signature:

Date:

**Please return one electronic signed copy of this Agreement and the attached resolution
addressed to:**

Missouri 911 Service Board
Admin@missouri911.org

**RESOLUTION FOR GOVERNING BODY FOR APPROVAL OF PROJECT
AGREEMENT WITH MISSOURI 911 SERVICE BOARD**

A RESOLUTION OF THE COUNTY COMMISSION OF GREENE COUNTY, MISSOURI,
TO APPROVE THE MISSOURI 911 SERVICE BOARD'S PROPOSED PROJECT
AGREEMENT WITH GREENE COUNTY.

WHEREAS, § 650.330, RSMo Supp. 2019, requires the Missouri 911 Service Board to administer and authorize grants and loans from the Missouri 911 Service Trust Fund under § 650.335, RSMo Supp. 2018 to provide funding for 911 communications service projects of certain counties and cities;

WHEREAS, the Missouri 911 Service Board has established a 911 Financial Assistance Program and set an application window of June 28 – July 31, 2021 during which eligible counties and cities could submit applications prepared by their 911 services authorities to request grants and/or loans to finance costs incurred by them and their 911 services authorities for 911 communications service projects;

WHEREAS, on August 3, 2021 by signature of the County Commission of Greene County, Missouri approved Green County's submission of an application to the Missouri 911 Service Board and entering into a project agreement with the Missouri 911 Service Board if the application was approved;

WHEREAS, Springfield-Greene County 911 & Jasper County Emergency Services Board timely submitted an application to the Missouri 911 Service Board; and

WHEREAS, on August 26, 2021 the Missouri 911 Service Board approved the 911 communications project described in the application and has offered \$439,654.61, of which Greene County will receive \$189,654.61 & Jasper County will receive \$250,000 in funding in the form of a grant conditioned on the Greene County Commission of Greene County, Missouri approving the project agreement attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Greene, Missouri, hereby approves the attached project agreement.



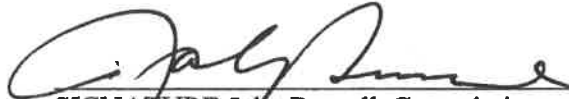
SIGNATURE Bob Dixon, Presiding Commissioner

9/21/21
DATE



SIGNATURE Rusty MacLachlan, Commissioner 1st District

9-21-21
DATE



SIGNATURE John Russell, Commissioner 2nd District

9/21/2021
DATE



ATTESTED BY

September 21, 2021
DATE

(AFFIX SEAL HERE)

18. Miscellaneous

The 911 Service Authorities' and Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

ACCEPTANCE OF TERMS AND CONDITINS.

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Application on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

Board Contact: Brian Maydwell, Executive Director

Signature:

Date:

Primary Contact (Greene): J.R. Webb, Assistant Director, Springfield-Greene County 911

Signature:

Date:

County Applicant (Greene): Chris Coulter, County Administrator, Greene County

Signature:

Date:

Primary Contact (Jasper): April Ford, Executive Director, Jasper County Emergency Services Board

Signature:



Date:

4/21/2021

Project Agreement, [Greene #1 Page 9]

Elected Emergency Services Board (Jasper): Jeff Fries, Board Chairman, Jasper County
Emergency Services

Signature:

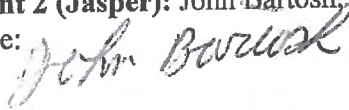


Date:

9/21/2021

Applicant 2 (Jasper): John Bartosh, Presiding Commissioner, Jasper County

Signature:



Date:

**Please return one electronic signed copy of this Agreement and the attached resolution
addressed to:**

Missouri 911 Service Board
Admin@missouri911.org

**RESOLUTION FOR GOVERNING BODY FOR APPROVAL OF PROJECT
AGREEMENT WITH MISSOURI 911 SERVICE BOARD**

A RESOLUTION OF THE COUNTY COMMISSION OF JASPER COUNTY, MISSOURI, TO APPROVE THE MISSOURI 911 SERVICE BOARD'S PROPOSED PROJECT AGREEMENT WITH GREENE COUNTY.

WHEREAS, § 650.330, RSMo Supp. 2019, requires the Missouri 911 Service Board to administer and authorize grants and loans from the Missouri 911 Service Trust Fund under § 650.335, RSMo Supp. 2018 to provide funding for 911 communications service projects of certain counties and cities;

WHEREAS, the Missouri 911 Service Board has established a 911 Financial Assistance Program and set an application window of June 28 – July 31, 2021 during which eligible counties and cities could submit applications prepared by their 911 services authorities to request grants and/or loans to finance costs incurred by them and their 911 services authorities for 911 communications service projects;

WHEREAS, the County Commission of Jasper County entered into a Memorandum of Understanding with the Greene County Commission and Springfield-Greene County 911 regarding submission of an application to the Missouri 911 Service Board and entering into a project agreement with the Missouri 911 Service Board if the application was approved;

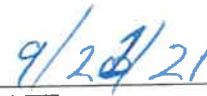
WHEREAS, Springfield-Greene County 911 & Jasper County Emergency Services Board timely submitted an application to the Missouri 911 Service Board; and

WHEREAS, on August 26, 2021 the Missouri 911 Service Board approved the 911 communications project described in the application and has offered \$439,654.61, of which Greene County will receive \$189,654.61 & Jasper County will receive \$250,000 via ACH transfer to the Emergency Services Board in funding in the form of a grant conditioned on the Jasper County Commission of Jasper County, Missouri approving the project agreement attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jasper, Missouri, hereby approves the attached project agreement.



SIGNATURE [John Bartosh, Presiding Commissioner]



DATE

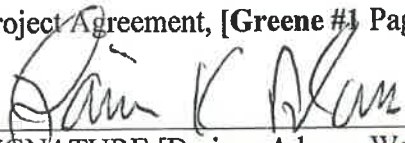


SIGNATURE [Tom Flanigan, Eastern District Commissioner]



DATE

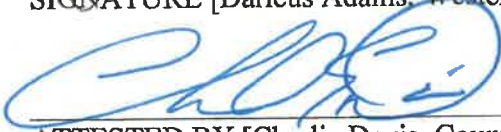
Project Agreement, [Greene #1 Page 12]



SIGNATURE [Darius Adams, Western District Commissioner]

9-21-2021

DATE



ATTESTED BY [Charlie Davis, County Clerk]

9-21-2021

DATE

(AFFIX SEAL HERE)