

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

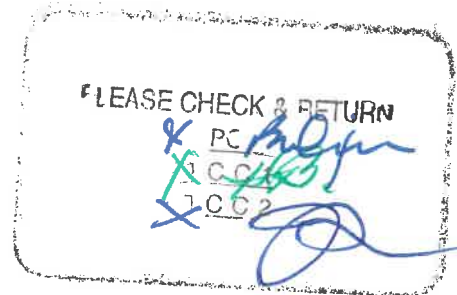
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

Greene County Commission
Commission Briefing Minutes

Tuesday, October 27, 2020
8:45 AM
Commission Conference Room
1443 N. Robberson, 10th Floor



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.zoom.us/j/60400000000>. 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: CoxHealth 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.

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Donna Barton, Laura Merriman, Bill Prince, Rick Artman and Will Mars.

Teleconference Attendees: Justin Hill, Jeff Scott, Tina Phillips, Mike Cagle, Cindy Stein, Rick Kessinger, Royce Denny and Jeff Avers.

Informational Items

Budget-Jeff Scott

- All Detainment Solutions meeting today with Chris Coulter and Kevin Barns, will be able to finish projections after this meeting.
- LEST funding updates.

Human Resources-Mailyn Jeffries and Amanda Corcoran

- Position update in office.
- Commission will be reviewing position.

Chris Coulter

- CARES update on Small Business, meeting this evening at 3 pm.

Donna Barton

- Working on recruiting for the Rotunda Group.

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

Items for Consideration and Action by the Commission

(EX1) Greene County/Springfield R12 IGA - Crossing Guard Reimbursement, Highway Department
Commissioner Harold Bengsch moved to approve the Greene County Springfield R-12 IGA as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX2) Warranty Deeds, Highway Department

Commissioner John Russell moved to approve the Warranty Deed as presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX3) Monthly Transfer, Budget Office

Commissioner John Russell moved to approve the monthly transfers as presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX4) Dept. of Public Safety for Mentoring Victims Grant, Juvenile

Commissioner Harold Bengsch moved to approve the Presiding Commissioner to sign the grant as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX5) Bid Award for Commercial Realtor Services, Purchasing

Commissioner John Russell moved to award the bid for Commercial Realtor Services to RB Murray Company. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX6) Discussion and Possible Vote: Resolution Approving an Amendment to Articles of Incorporation for OTO

Commissioner Harold Bengsch moved to approve the resolution approving the amendment to articles of incorporation for OTO. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

Legislative Update and 2021 Session Will Mars

- Updated on 2020 and discussion of 2021 priorities.
- Commission stated that the most important priorities for 2021 will still be per diem.

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



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County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION

Greene County, Missouri

(417) 868-4112

Greene County Commission Commission Briefing Agenda

Tuesday, October 27, 2020
8:45 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

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

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Informational Items

Budget
Human Resources
Chris Coulter
Donna Barton

Items for Consideration and Action by the Commission

Greene County/Springfield R12 IGA - Crossing Guard Reimbursement, Highway Department
Warranty Deeds, Highway Department
Monthly Transfer, Budget Office
Dept. of Public Safety for Mentoring Victims Grant, Juvenile
Bid Award for Commercial Realtor Services, Purchasing
Discussion and Possible Vote: CARES Funds Allocation
Discussion and Possible Vote: Resolution Approving an Amendment to Articles of Incorporation for OTO

Other:

Legislative Update and 2021 Session, Will Mars

ex3

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
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Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

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

October 27, 2020

Justin Hill
Greene County Treasurer

Cindy Stein
Greene County Auditor

Justin and Cindy:

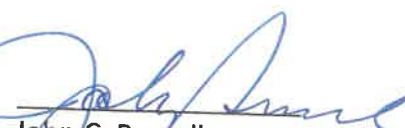
Please transfer the following amounts for the month of October 2020 for future principal, interest and trustee payments on the indicated bonds.

FROM		
\$ (13,764.88)	101-96-49612	OFT: QECB 2011A
\$ (7,987.85)	101-96-49612	Transfer from Other Funds: Series 2020
\$ (417,419.90)	102-96-49100	Transfer from Other Funds: Series 2018
<u>\$ (28,686.06)</u>	207-96-49100	Transfer from Other Funds: Dan Kinney 2011B
\$ (467,858.69)	Total	
TO		
<u>\$ 467,858.69</u>	301-96-49100	Transfers from Other Funds
\$ 467,858.69	Total	

If you have any questions, please contact Jeff Scott at extension 1446. Thank you.


Bob Dixon
Presiding Commissioner


Harold Bengsch
Commissioner District 1


John C. Russell
Commissioner District 2



Application

118967 - 2021 SSVF Funding Opportunity - Final Application

119671 - High-Risk Victims Mentoring Services Program
State Services to Victims Fund (SSVF)

Status: Editing Submitted Date: Submitted By:

Applicant Information

Primary Contact:

Name:* Mr Allen Criger
Title First Name Last Name
Job Title:* Coordinator of Operations - GCYA and Diversion Services
Email:* allen.criger@courts.mo.gov
Mailing Address:* 1111 N Robberson Ave
Street Address 1:
Street Address 2:
* Springfield Missouri 65802
City State/Province Postal Code/Zip
Phone:* 417-829-6365 Ext.
Fax: 417-868-4119

Organization Information

Applicant Agency:* Greene County, 31st Circuit-Juvenile Division
Organization Type:* Government
Federal Tax ID#:* 446000506
DUNS #:* 095831228
SAM/CCR CAGE Code: 3QMR3 Valid Until Date
Organization Website: greenecountymo.org
Mailing Address:* Greene County
Street Address 1: 933 North Robberson
Street Address 2:
City* Springfield Missouri 65802 3859

	City	State/Province	Postal Code/Zip	+ 4
County:*	Greene			
Congressional District:*	07			
Phone:*	417-868-4818			Ext.
Fax:	417-868-4112			

Contact Information

Authorized Official

The Authorized Official is the individual with the ability to legally bind the applicant agency in a contract (e.g. Board President, Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

The Authorized Official and the Project Director may not be the same person.

Authorized Official:*	Mr.	Bob	Dixon
	Title	First Name	Last Name
Job Title:*	Presiding Commissioner		
Agency:*	Greene County Commission		
Mailing Address:*	1443 N Robberson Ave - 10th Floor		
Street Address 1:			
Street Address 2:			
City:*	Springfield	Missouri	65802
	City	State	Zip Code
Email:*	BDixon@greenecountymo.gov		
Phone:*	417-868-4112		Ext.
Fax:*	417-868-4818		

Project Director

The Project Director is the individual with direct oversight of the proposed project.

The Authorized Official and the Project Director may not be the same person.

If the project agency is a local law enforcement agency, the Project Director shall be the chief or sheriff of that agency. Exceptions to this requirement are the St. Louis Metropolitan Police Department and the Kansas City Police Department.

Project Director:*	Mr.	Bill	Prince
	Title	First Name	Last Name
Job Title:*	Family Courts Administrator and Chief Juvenile Ofc		
Agency:*	Greene County Juvenile Office		
Mailing Address:*	1111 N Robberson Ave		
Street Address 1:			
Street Address 2:			
City:*	Springfield	Missouri	65802

City

State

Zip Code

Email:*

bill.prince@courts.mo.gov

Phone:*

417-829-6127

Ext.

Fax:*

417-848-4119

Fiscal Officer

The Fiscal Officer is the individual with the responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance, Board Treasurer, Accountant).

Fiscal Officer:*

Mrs.

Cindy

Stein

Title

First Name

Last Name

Job Title:*

Auditor

Agency:*

Greene County Auditor

Mailing Address:*

940 N Boonville Ave

Street Address 1:

Street Address 2:

City:*

Springfield

Missouri

65802

City

State

Zip Code

Email:*

cstein@greencountymo.gov

Phone:*

417-868-4120

Ext.

Fax:*

417-829-6667

Project Contact Person

The Project Contact should be the individual most familiar with the program this grant will fund.

The Project Director may also serve as the Project Contact.

Project Contact Person:*

Mr.

Allen

Criger

Title

First Name

Last Name

Job Title:*

Coordinator of Operations - GCYA/Diversion Svcs

Agency:*

Greene County Juvenile Office

Mailing Address:*

1111 N Robberson Ave

Street Address 1:

Street Address 2:

City:*

Springfield

Missouri

65802

City

State

Zip Code

Email:*

allen.criger@courts.mo.gov

Phone:*

417-829-6365

Ext.

Fax:*

417-868-4119

Non-Profit Chairperson

Enter the name and address of the individual serving as the organization's board chairperson. An address other than the agency address must be provided below.

This section is only applicable to agencies that are considered non-profit organizations.

Non-Profit Chairperson:

Title

First Name

Last Name

Job Title:**Agency:****Mailing Address:****Street Address 1:****Street Address 2:****City**

Missouri

City

State

Zip Code

Email:**Phone:**

Ext.

Fax**Project Summary****Application Type:*** New**Current Subaward Number(s):****Program Category:*** Victim Services**Project Type:*** Local

Geographic Area:* The Greene County Juvenile Office serves all of Greene County, Missouri. Greene County, Missouri is the fourth largest county in Missouri by population with an estimated population approaching 290,000 as of 2017 census data. Greene County is located in the southwest portion of Missouri along interstate I-44.

Brief Summary:* The Greene County Juvenile Office is proposing to implement a High-Risk Victims Mentoring Services program that will work to help youthful, high-risk victims have access to volunteer mentors from the community. By linking victims with strong, successful mentors in the community, we can help those victims through the trauma that they have experienced and help them see a path forward and a path toward success. Through the hiring of a High-Risk Victims Services Mentoring Coordinator, we will be able to implement a program of mentoring that does not exist in the community at this time. The community lacks appropriate responses to help youthful high-risk victims, and through this program, we will address this serious gap in services and improve victim outcomes. Program operation will meet best practices for mentoring programs and victim services and provide an evidence-based program to insure the likelihood of long-term success.

Program Income Generated:* No

Statement of the Problem

Statement of the Problem*

This section must address the need for grant funds and the proposed project. Define the problem that you will be attempting to impact with this project. Be specific. Do not include every issue the Applicant Agency addresses, but only the one(s) that will be impacted by the use of SSVF grant funds. (Please note that the problem is NOT a lack of staff, counselors, equipment, etc.; this is the result of the problem).

This section should include relevant facts and local statistics on incidents of crime, the number of victims served during the past year/two years/three years, existing resources, demographic and geographic specifications, etc. that document and support the stated problem. Provide crime statistics for all areas served; do not provide global statistics, information must be specific to the service area.

Note: any crime and/or agency statistics provided must be from the last 2 years; academic research data may be from the last 10 years.

In 2014, the National Center for Missing and Exploited Children (NCMEC) reported that approximately one in every six runaway youth reported to NCMEC was potentially a victim of commercial sex trafficking (National Council of Juvenile and Family Court Judges, National Center for Missing & Exploited Children, & Office of Juvenile Justice Delinquency Prevention, (2015). Greene County Missouri, located in the southwest portion of the state along Interstate 44, experiences a high number of runaway youths each year. The Missouri State Highway Patrol recorded 1,155 youth that were coded on run status in the Springfield, Missouri region between 2018 and 2020 (year to date) (Missouri State Highway Patrol, 2020). Identification of runaway youth who have been victimized by trafficking is of paramount importance so that appropriate interventions can take place to help youth cope with the trauma they have experienced and provide a means for helping these special victims restore their lives.

Unfortunately, one of the primary weaknesses within the child-serving systems (i.e. case workers, law enforcement officers, forensic interviews, etc.) is the inability to adequately and accurately identify victims of trafficking (Finklea, 2014). In 2019, Greene County established a High-Risk Victims (HRV) Taskforce, hosted by the Child Advocacy Center to address the problem of youth human trafficking. The HRV Taskforce has been working with the Greene County MDT (made up of representatives from juvenile justice, child advocacy, law enforcement, children's division and mental health providers) to address the issue and has found that one of the major struggles it too faces is ability to objectively identify youth experiencing victimization. The Greene County MDT found that data collection practices are not standardized in Greene County and there is no assessment tool utilized by all of the agencies to identify youth who have been trafficked.

In May of 2020, the Greene County HRV Taskforce and the Greene County Juvenile Office was awarded a grant by the Missouri Department of Public Safety (DPS) to hire a High-Risk Victims Service (HRV) Coordinator. The HRV Coordinator works with members of the Greene County MDT to implement the utilization of the CSE-IT assessment so that our agencies can better identify youth victims of trafficking and sexual abuse. The CSE-IT tool was developed with the input of over 100 survivors and service providers and has been validated with data from a 15-month pilot to ensure that it accurately identifies youth who have clear indicators of exploitation. (Westcoast Children's Clinic, 2020). Further, the HRV Coordinator is assembling a database that will link tracking methods used by each individual agency into one central database. This process will help Greene County better identify victims in need of services and provide more objective data that will help target efforts to both prevent victimization and provide services to victims.

Although the efforts to identify youth victims are significantly enhanced by the work of the Greene County MDT and their supporters, adequate resources to assist those youth identified as victims is severely lacking. Access to short-term resources such as counseling and shelter exist within the community, although limited in nature. Access to long-term interventions that focus on direct services to victims to enhance victim restoration and ensure long-term success are non-existent.

One of the most successful and meaningful approaches to helping youth victims of sex trafficking and sexual abuse is a strong mentoring program. In a study that examined survey data from 37 minor females who had been subjected to sex trafficking, it was found that their top reported need while being trafficked was "help to escape tied with the need for mentoring or support (Rosenblatt, 2014). While there are limited resources available to assist victims with escaping and providing shelter services, the strong mentoring component is non-existent. To solve this problem, it is imperative that we locate a funding source to allow us to implement a strong, evidence based mentoring program to serve the youthful victims of sexual abuse and sex trafficking. Providing these services to youth victims will provide them the best resource for long-term success and is key to helping youth rebuild their life after enduring this severe trauma and victimization.

References

Finklea, K. (August 5, 2014), Juvenile victims of domestic sex trafficking: Juvenile Justice Issues. Congressional Research Service. Retrieved from <https://fas.org/sgp/crs/misc/R43677.pdf>

Missouri State Highway Patrol, County Statistics, (2020). Retrieved from: <https://www.mshp.dps.missouri.gov/CJ51/CountyStatistics>

National Council of Juvenile and Family Court Judges, National Center for Missing and Exploited Children, & Office of Juvenile Justice Delinquency Prevention, (2015). Retrieved From: <https://www.missingkids.org/content/dam/missingkids/pdfs/publications/missingchildrenstatecare.pdf>

Rosenblatt, K. (2014). Determining the vulnerability factors, lures, and recruitment methods used to entrap American children into sex trafficking. (Unpublished doctoral dissertation). Nova Southeastern University, Fort Lauderdale, FL. Retrieved From: <https://www.amber-ic.org/wp-content/uploads/2017/11/Mentoring-for-Youth-with-a-Background-of-Involvement-in-Commercial-Sex-Activity.pdf>

Westcoast Children's Clinic, Commercial sexual exploitation – identification tool (CSE-IT) (2020), Retrieved from: <https://www.westcoastcc.org/cse-it>

Type of Program

Type of Program*

1. Provide a brief synopsis of the Agency and the type(s) of victim services the agency provides. Outline the services to be funded by this specific project. Include who will provide these services, how services are accessed, and who will benefit from the services.

2. Explain how services are delivered in compliance with either the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) Domestic Violence Standards and/or Sexual Violence Standards, OR the DPS/Crime Victims Services Unit (MoCVSU) Program Standards and Guidelines. (Links for each are provided above.)

NOTE: Agencies that primarily serve domestic and/or sexual violence victims will be required to comply with the MCADSV Standards. (These agencies will not be required to comply with the MoCVSU Program Standards and Guidelines).

All other agencies (those NOT primarily serving victims of domestic violence and/or sexual violence) will be required to comply with the MoCVSU Program Standards and Guidelines. (These agencies will not be required to adhere to the MCADSV Standards).

The Greene County Juvenile Office serves youth 17 years of age and younger and their families with issues of child abuse and neglect, law and status violations, community based treatment and prevention services, as well as diversion. The Greene County Juvenile Office works to provide these services by empowering youth, restoring victims, equipping families and building safe communities. As an office, it is our belief that by maintaining a restorative approach to victims, and by focusing on prevention and treatment services to prevent youth from escalating their involvement with the system, we can best serve our community by ultimately decreasing the number of victims that occur in the first place, ensuring quality services to victims when they do occur, and provide youth with the skills, knowledge and resources to prevent system progression.

One of our most urgent needs impacting victims is the need for a strong mentoring program for high-risk victims identified by the High-Risk Victims Service Coordinator. The mentoring program will work to meet the objective of providing a sense of belonging and membership, building self-worth, and fostering social contribution and close interpersonal relationships as identified in the Runaway and Homeless Youth Act (34 USC Subtitle I, Chapter 111, Subchapter 3. 11201) as paramount. The mentoring program will be managed by the creation of a High-Risk Victims Mentoring Services Coordinator funded by this grant proposal. The High-Risk Victims Mentoring Services Coordinator will work to develop a team of volunteer mentors who will work with the youth in the mentoring program. Each community volunteer will undergo a comprehensive criminal background check and Child Abuse/Neglect records search. This background process will include fingerprinting the volunteer and having those fingerprints checked by the Missouri State Highway Patrol.

One of the first actions of the High-Risk Victims Mentoring Services Coordinator will be to identify a training curriculum that fully meets the standards set forth in the MENTOR model produced and proven by the National Mentor Partnership. This curriculum will also fully comply with the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) standards. Once this curriculum is identified and in place, the High-Risk Victims Mentoring Services Coordinator will begin developing a team of volunteer mentors who will begin intensive training facilitated by the High-Risk Victim Mentoring Services Coordinator to ensure youth sex trafficking and sexual abuse victims receive the highest quality and most impact from our mentoring services. While this process is occurring, the High-Risk Victims Mentoring Services Coordinator will develop program policy to reflect the provision of services documented in this grant, provide for operational process, develop a complaint/grievance procedure, and insure the program operates within the rules and standards set forth in the Missouri Juvenile Officer Performance Standards (Missouri Juvenile Officer Performance Standards, 2017), MENTOR model (National Mentor Partnership, 2015), and the MCADSV standards.

Once the program volunteers are trained, the High-Risk Victims Mentoring Services Coordinator will be responsible for assigning victimized youth and their family to a volunteer mentor who is trained and knowledgeable about the complexity of sex trafficking and sexual abuse. The High-Risk Victims Mentoring Services Coordinator will be responsible for maintaining a volunteer file for each mentor that will include their application, background check, assignments, training, and all other pertinent information to fully document the services of the volunteer. Further, the High-Risk Victims Mentoring Services Coordinator will be responsible for maintaining a schedule to meet with mentors in person and by telephone at preset intervals and on an as-needed basis. This oversight will work to ensure that victims and their family's receive the best and most appropriate assistance from the mentor, and will allow the youth and family to have a supportive contact person within the program other than the actual mentor.

The approach set forth by this grant proposal reflects the six core standards of practice outlined in the MENTOR model. The MENTOR model identifies the importance of Recruitment, Screening, Training, Matching and Initiation, Monitoring and Support, and Closure (The National Mentoring Partnership, 2015). The processes outlined in the duties of the High-Risk Victims Mentoring Services Coordinator will fulfill these aspects of the model and complete model implementation.

The impact of the mentoring program will be furthered by the fact that the relationships built between the victims of sex trafficking and sexual abuse and their family, with the mentor, have the potential to last long after the program completes services to the family. We realize this is very important in a mentoring program if it is to have the maximum desired impact. The supportive, healthy relationships formed between mentors and mentees are both immediate and long-term and contribute to the host of benefits for mentors and mentees (youth.gov, n.d.). Through the mentoring program proposed in this grant and the use of the MENTOR model, the High-Risk Victims Mentoring Services Coordinator will be in a perfect position to make certain mentors are well trained and prepared for the special circumstances and needs of youth sex trafficking and sexual abuse victims, can ensure proper match of mentors and mentees, and will work to make sure the relationships built during the program can continue long after program completion.

The services of the High-Risk Victims Mentoring Services Coordinator will be available to all sex trafficking and sexual abuse victims identified by the High-Risk Victims Services Coordinator who will be responsible for referring victims to the program. All youth served by these funds will be juveniles in the state of Missouri age 17 and younger. Those victims and their families will be the direct beneficiaries of the services provided through this grant proposal.

All services will be delivered in compliance with the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) standards. The High-Risk Victims Mentoring Services Coordinator will be responsible for maintaining this compliance and verification of compliance will be reviewed by the Director of Community Based Services and the Coordinator of Operations for the Greene County Juvenile Office. The program proposed in this grant proposal was carefully reviewed to insure compliance with MCADSV standards.

References

Runaway and Homeless Youth Act (34 USC Subtitle I, Chapter 111, Subchapter 3. 11201)

State of Missouri. (2017). Missouri Juvenile Officer Performance Standards. Retrieved May 19, 2020 from <https://www.courts.mo.gov/file.jsp?id=304>

The National Mentor Partnership. (2015). Elements of Effective Practice for Mentoring. Retrieved May 18, 2020 from https://www.mentoring.org/new-site/wp-content/uploads/2016/01/Final_Elements_Publication_Fourth.pdf

Youth.gov. (2020). Benefits for young people. Retrieved May 18, 2020, from <https://youth.gov/youth-topics/mentoring/benefits-mentoring-young-people>

Coordination of Services

Coordination of Services*

The High-Risk Victims Mentoring Services Program is designed to fill a gap in mentoring services available to victims of sex trafficking and sexual abuse. Referrals to the program will originate from the High-Risk Victims Service Coordinator who will be collaborating with the Greene County Multi-disciplinary Team who will be working to identify victims of sex trafficking and sexual abuse, and ensure that those victims obtain the services that they need. The Greene County Multi-disciplinary Team is composed of agencies such as the Greene County Children's division, Child Advocacy Center, Greene County Prosecutor's Office, local law enforcement agencies and many others. Each of these agencies has their own services to bring forth to ensure that to the Multi-disciplinary Team approach is providing a complete package of services to these special victims. The High-Risk Victim's Mentoring Services Coordinator will be a part of that multi-disciplinary approach and will be attending meetings and staffings of victims identified through the team approach and facilitating the mentoring services component of that service package.

By bringing all of these agencies to the table, collaboration will be greatly enhanced and will be much more successful than each agency independently working on their own. These multi-disciplinary meetings have been taking place for over a year now in Greene County and extensive work has been completed to establish protocol and memorandums of understanding. We have attached two draft MOUs to this grant application to show the work that has been completed prior to reaching this point and to demonstrate that we are in the final stages of completing the protocol. During each of these meetings, the High-Risk Victims Service Coordinator will select several identified victims to staff with the team, and to coordinate the services of each agency to ensure the most efficient provision of services and to make sure that the services provided to the victim are of the strongest caliber and effectiveness.

Victim Compensation Assistance-SSVF (2018)

Victim Compensation Assistance*

Describe the procedures used by your agency to provide information on and assistance to crime victims with filing for victim's compensation funds.

The Greene County Juvenile Office provides services to victims through our Victim Witness Coordinator position, funded by Greene County. The Victim Witness Coordinator works directly with victims to assess the needs of victims and to determine the outcome victims desire from their involvement with our office. It is important that victims are heard by the court and that all efforts are taken to meet their needs and desired outcomes. This process is key to the victim restoration philosophy.

Victims are provided with information about the Missouri Crime Victims' Compensation Fund and how to apply for help through the program. Victims who desire to apply for assistance through the Missouri Crime Victims' Compensation Fund are provided with any assistance needed to complete the application and successfully submit it. Victims are provided with information about community resources available to help them through the physical, mental, and emotional trauma experienced by their victimization.

Number of Victims to be Served

Number of Victims to be Served*

Indicate the anticipated number of victims to be served by this SSVF funded project. Do not include the total number of victims served by your agency, but the number that will be served specifically by this particular project. Give statistics from previous years to support your estimate. The total number of victims discussed in this section should equal the totals listed on the SSVF Data Form. Break out the number of women to be served, children to be served, and men to be served separately.

In the first year of program operation, we expect the High-Risk Victims Mentoring Services Program to serve a total of fifteen youth, with the expectation that this number could grow if awarded extensions in grant funding for years two and three. In the first year, the program will begin by setting up the program policies, establishing practice procedures, and developing a list of background checked volunteer mentors appropriate for the program. All policies and procedures will be built to adhere to MCADSV standards. As a result of this program development stage, the anticipated number of youth served in the first year will be less than expected during future years of program operation. While there is no way to determine the breakdown of those served youth by gender at this time, youth of all genders who have been victimized by sexual abuse or sex trafficking will have access to the services provided through the program. All participants in the program will be youth between the ages of 11 and 17; juveniles in the State of Missouri.

Statistical data for prior years is not possible, as this program has not existed through our office, or any other known provider in the community. This data will be collected from the start of program and throughout its existence.

SSVF Goal and Objectives

Type of Service	SSVF Objectives	Objectives Percentages (%)
If Focus is On Children	_____% of clients will have access to accurate information about support services available in the community that they might need.	100.0%
If Focus is On Children	_____% of survivors will feel more hopeful about the future.	80.0%
If Focus is On Children	Inter-agency collaboration will expand the knowledge of ____% of providers on issues facing victims of [child abuse, domestic violence, sexual violence, etc.].	100.0%
If Focus is On Children	_____% of children will be able to identify a safe place or person in their lives.	100.0%
Volunteer Training	_____% of volunteers will show an increase in knowledge regarding dynamics of victimization after training.	100.0%

Evaluation Procedure

Evaluation Procedure*

Objective 1: 100% of clients will have access to accurate information about support services available in the community that they might need.

We will conduct a program completion survey that will ask clients if they had access to accurate information about support services available in the community. To ensure that we meet this threshold, we will be providing

information directly to clients from trusted support services organizations in our community during each major contact with the program. All volunteer mentors will also have this printed information readily available to provide to clients at all times. Through analysis of survey responses, we will be able to accurately measure client if clients feel that they had access to accurate information about support services available in the community. We will also document when resources were provided to clients so that we can report accurate measure of information directly provided to clients by program staff and mentors as well.

Objective 2: 80% of survivors will feel more hopeful about the future.

Clients will be provided with pre and post testing surveys that will directly ask the client to assess their level of hope for the future (Likert scale). Pre and Post test data will be analyzed to accurately measure the mean increase in client hope for the future. We anticipate a minimum of 80% of clients showing improved hope for their future by the end of the program.

Objective 3: Inter-agency collaboration will expand the knowledge of 100% of providers on issues facing victims of [child abuse, domestic violence, sexual violence, etc.].

Mentors will also be provided with a survey prior to training and at the end of their program training to assess their knowledge of issues facing victims of sex trafficking and sexual abuse. Training opportunities will be utilized by bringing in presenters from the Child Advocacy Center, Children's Division, law enforcement and the High-Risk Victims Coordinator. By comparing the survey scores at the beginning and end of their training, we will be able to accurately measure mentor knowledge of issues facing these victims before the training and after the training, and anticipate seeing that 100% of mentors will have an increased understanding of these issues.

Objective 4: 100% of children will be able to identify a safe place or person in their lives.

Each program mentor will work with their assigned victim to identify a safe place and a safe person in their lives that they can rely upon. During each victim contact, the mentor will inquire with the victim to see if the identified safe place and safe person are still appropriate, and to help remind the client of this vital resource. When clients are completing their program completion survey, they will be asked if they can identify a safe place and a safe person at the time of survey completion. We anticipate 100% of victims to indicate that they can. Through program completion analysis, we will be able to determine the exact percentage of victims who are able to identify a safe place and a safe person.

Objective 5: 100% of volunteers will show an increase in knowledge regarding dynamics of victimization after training.

Each volunteer mentor will complete a survey prior to and at the end of their training, where questions will be asked to gauge their knowledge of the dynamics of victimization. By having a score prior to and another score at the end of their training, we will be able to analyze the level of knowledge the volunteer mentor had at the beginning of training and after training completion. We anticipate 100% of volunteer mentors showing an increase in knowledge as a result of the training process.

Clients, through their guardian, and mentors will be asked to sign an informed consent to participate in the program evaluation process. Upon completion of the informed consent, the client and the mentor will be provided with appropriate survey information that will maintain complete confidentiality. The Research Analyst, Rachel Hogan and/or the Coordinator of Operations, Allen Criger, will be responsible for explaining the program evaluation process, completing program surveys and testing, and will maintain the physical record obtained through the process in a secure location. Data will be entered into a database so that statistical analysis can be completed and utilized for program reporting purposes. The database will be maintained with password protection to ensure access to the data is only available to the Research Analyst and Coordinator of Operations.

As data is collected, we will be able to see real-time information to determine if our objectives are being met. In the event that an objective is not reaching its goal, we will develop and implement program changes to work to ensure that the objective is met. By having real-time data available, we will reduce the risk of the program not meeting its objectives and ensure that the quality of services provided meets best practices and program objective goals.

Report of Success

Measurable Objectives	Outcomes
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Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
TBH	High-Risk Victims Mentoring Services Coordinator	Created	FT	\$1,480.00	26.0	100.0	\$38,480.00
							\$38,480.00

Personnel Justification

To complete this project, it will be necessary to hire a High-Risk Victim Mentoring Services Coordinator. This is a newly created position. Based on similar comparable Coordinator roles, the position will be paid \$18.50 per hour, or \$1,480 per pay period (every two weeks). The position will have a benefits package as listed in the personnel benefits section of this budget.

The purpose of this position is to develop, implement, and oversee the High-Risk Victims Mentoring Services Program at the Greene County Juvenile Office. The High-Risk Victims Mentoring Services Coordinator will be responsible for the developing program policy and procedure in compliance with MCADSV standards for the program. The High-Risk Victims Mentoring Services Coordinator will work to recruit volunteer mentors and collect their applications to volunteer with the program, conduct interviews, background checks, and facilitate training program for volunteers selected as mentors. Background checks will include Missouri Child Abuse/Neglect history, and state/federal fingerprint criminal history. This position will work to review referrals to the program and assign mentors to high-risk youth and provide oversight of the mentor-mentee relationship.

It will be the responsibility of the High-Risk Victims Mentoring Services Coordinator to determine an appropriate MCADSV compliant training program for mentors, provide ongoing training and assistance, and to oversee and facilitate the training program.

The High-Risk Victims Mentoring Services Coordinator will attend Greene County High Risk Victims multi-disciplinary team meetings as assigned, attend quarterly grant Oversight Committee meetings, and attend other office and community meetings as directed by supervisor.

The performance of duties by the High-Risk Victims Mentoring Services Coordinator will be compliant with MCADSV standards, meet the objectives of the MENTOR model, and will represent the constant pursuit of best practices.

We will require this position to pass a pre-employment background check that will include an Abuse/Neglect history and a nationwide fingerprint criminal history. We will also require this position to pass a pre-employment illegal substance screening.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
CERF	CERF	\$1,480.00	0.064	100.0	\$94.72
Dental Insurance	Dental Insurance	\$13.99	26.0	100.0	\$363.74

FICA/Medicare	FICA/Medicare	\$1,480.00	0.075	100.0	\$111.00
Life Insurance	Life Insurance	\$0.90	26.0	100.0	\$23.40
Medical Insurance	Medical Insurance	\$359.38	26.0	100.0	\$9,343.88
					\$9,936.74

Personnel Benefits Justification

The fringe benefits rate for this position is approximately 25% and includes the following:

- * FICA is 7.5% of salary
- * CERF retirement is 6.4% of salary
- * Health insurance benefits are determined by employee selected plan. The basic employee only plan that is provided by this grant is \$359.38 per pay period. Additional coverage options are at employee expense.
- * Dental benefits are determined by employee selected plan. The basic employee only plan that is provided by this grant is \$13.99 per pay period. Additional coverage options are at employee expense.
- * Basic Life Insurance plan of \$15,000 is provided by this grant and is \$0.90 per pay period. Additional coverage is available at employee expense.

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost
Airfare	Airfare/Baggage	\$1,000.00	1.0	1.0	\$1,000.00
Conferences/Training	Registration Fee	\$1,000.00	1.0	1.0	\$1,000.00
Hotel	Lodging	\$150.00	6.0	1.0	\$900.00
					\$2,900.00

Travel/Training Justification

To increase the impact of the High-Risk Victims Mentoring Services Program, it is important that the High-Risk Victims Mentoring Services Coordinator (HRVMSC) is able to access important training opportunities and conferences. It is anticipated that the HRVMSC will attend at least one conference during the first year. In order to attend this conference, a registration fee, hotel, and airfare will be necessary. We are proposing \$1000 for airfare as that should cover a round trip ticket to the conference. Lodging will be necessary during the conference and we are estimating \$150 per night this need. The registration fee for this conference would be included in the conferences/training allocation. The remaining conferences/training allocation would be to utilized for registration fees to attend other training opportunities that would not require in person attendance.

It is not possible at this point to provide exact figures as a conference has not been identified for attendance. Once a conference is identified, we will provide at least 30 days notice to DPS of the requested conference and will obtain approval prior to expending any funds.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
						\$0.00

Equipment Justification

If equipment is **NOT** included in the budget, leave this section blank.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use the item(s), and how it will be used.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
General Office Supplies	Annual	\$120.00	1.0	100.0	\$120.00
HP 800 G4 Mini Desktop Computer	One-Time	\$960.00	1.0	100.0	\$960.00
Locking Filing Cabinet	One-Time	\$249.99	1.0	100.0	\$249.99
Monitor	One-Time	\$175.00	1.0	100.0	\$175.00
Office Chair	One-Time	\$219.99	1.0	100.0	\$219.99
Office Desk	One-Time	\$450.00	1.0	100.0	\$450.00
Phone System & Setup	One-Time	\$330.34	1.0	100.0	\$330.34
Warranty of HP800 G4 Mini Desktop Computer	One-Time	\$200.00	1.0	100.0	\$200.00
					\$2,705.32

Supplies/Operations Justification

If supplies or operational costs are **NOT** included in the budget, leave this section blank.

If supplies/operational costs are included in the budget, provide justification for each expense. Address why the expense is necessary for the proposed project.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

The High-Risk Victims Mentoring Services Coordinator will need a desktop computer to complete all job duties; this desktop computer determined by state guidelines is an HP800 G4 mini desktop costing \$960 per unit. The monitor to go along with this desktop computer is \$175 per unit. We are following our agency's capitalization policy. All purchased electronic equipment (desktop computer) will need a warranty costing \$200. The High-Risk Victims Mentoring Services Coordinator will also need an office desk, office chair and a phone system. This position will also need a locking filing cabinet to protect confidential information at a rate of \$249.99 per unit. The general office supplies are based on 12 months at \$10 per month, or \$120 per year. This amount was determined based upon the current budgeted rate of general office supplies for county staff per month.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
					\$0.00

Contractual Justification

If contractual costs are NOT included in the budget, leave this section blank.

If contractual costs are included in the budget, provide justification for each expense. Address why the expense is necessary for the proposed project.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Total Budget

Total Project Cost: \$54,022.06

Data Form

Budget Total \$54,022.06

1. Prorate the SSVF Funds Requested by putting a percentage by the types of victims to be served with this project (please give your best estimates).

Total Percent must equal 100%.

Domestic Violence:* 0% \$0.00

Child Abuse:*	100.0%	\$54,022.06
Sexual Assault:*	0%	\$0.00
Total Underserved & Other:*	0%	\$0.00
Total Percent:	100.0%	\$54,022.06

2. Prorate Amounts of Total Underserved & Other category.

The Total Percent from this section must equal 100% of prorated amount of "Total Underserved and Other" from above.

DUI/DWI Crashes:*	0%	\$0.00
Survivors of Homicide Victims:*	0%	\$0.00
Assault:*	0%	\$0.00
Adults Molested as Children:*	0%	\$0.00
Elder Abuse:*	0%	\$0.00
Robbery:*	0%	\$0.00
Other Violent Crime*	0%	\$0.00
Total Percent:	0%	\$0.00

3. Indicate the anticipated number of victims to be served by this SSVF funded project:

Total Victims of Crime:* 15

Hotline Calls:

4. Indicate the anticipated breakdown of victims to be served, and the anticipated number of bed nights to be provided by this SSVF funded project:

Women:* 0
Children:* 15
Men:* 0
Bed Nights: 0

Audit Requirements

Date last audit was completed:* 07/21/2020
Date(s) covered by last audit:* 01/01/2019 - 12/31/2019
Last audit performed by:* KPM CPAs, PC
Phone number of auditor:* 417-882-0904
Date of next audit:* Summer 2021
Date(s) to be covered by next audit:* 01/01/2020 - 12/31/2020
Next audit will be performed by:* KPM, CPAs, PC

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:* \$1,750,943.00

State Amount:* \$68,230.00

Required Attachments

Attachment	Description	File Name	Type	File Size
Agency Organizational Chart (REQUIRED)	Organizational Chart - Greene County Juvenile Office	Greene County Juvenile Office Organizational Chart.pdf	pdf	116 KB
Policies & Procedures Relating to Internal Controls (REQUIRED)	Greene County MO Policy and Procedures Manual; Includes policy related to fiscal, travel, and other policies.	GC Policy.pdf	pdf	1.6 MB
Job Descriptions & Payroll Records (if applicable)	High-Risk Victims Mentoring Services Coordinator Job Description	High-Risk Victims Mentoring Services Coordinator Job Description.pdf	pdf	453 KB
Agency's Current Budget (REQUIRED)	2020 Greene County Budget	GC Budget.pdf	pdf	50.8 MB
Profit/Loss Statement from the past two (2) fiscal years, for the agency as a whole (if applicable)				
Funding Source Identification (REQUIRED)	Greene County Funding Source Identification - Completed Template	Funding Source Identification Template.xlsx	xlsx	12 KB
Board of Directors Listing (if applicable)				
Documentation of Non-Profit Status (if applicable)				

applicable)				
Letters of Collaboration/MOU's (REQUIRED)	Greene County MOU to High-Risk Victim Services agencies (Children's Division, Child Advocacy Center, Greene County Prosecutor's Office, etc). Draft Greene County MDT MOU and Draft WestCoast Clinic CSE-IT MOU. Draft MOUs provided as we are very early in the DPS HRV grant. Expected to finalize these in the near future.	MOUs for High-Risk Victim Services.pdf	pdf	570 KB
Contractual Agreement (if applicable)				

Other Attachments

Self Evaluation Risk Assessment

Section 1: General Information

1. Is the applicant agency on the Federal Excluded Parties List? System for Award Management (SAM) IF APPLICANT IS ON THE LIST THEY ARE NOT ELIGIBLE FOR FUNDING.* No

2. Is the applicant agency on the State Excluded Parties List? MO Vendors Suspension/Debarment List IF APPLICANT IS ON THE LIST THEY ARE NOT ELIGIBLE FOR FUNDING.* No

3. Does the applicant agency have new personnel that will be working on this project? (New personnel is defined as working with this award type less than 12 months.)* Yes

3(a) If answered yes on Q3, please indicate who the new personnel are and their position(s): Name: TBH Position: High-Risk Victim Mentoring Services Coordinator

4. Does the applicant agency have new fiscal or time accounting systems that will be used on this award? (New systems are defined as a system No

that is less than 12 months old.)*

4(a) If answered yes on Q4, please indicate the system name, date of change, and system purpose:

5. If the applicant agency is a previous subrecipient, have there been issues expending all grant funds during the subaward period (30% or more grant funds remaining at the end of the contract)?* No

5(a) If answered yes on Q5, please explain issues expending grant funds:

Other Direct Awards

6. Does the applicant agency receive other direct Federal/State awards? (Direct awards are those applied for and received directly; there is no intermediary/pass-through agency, such as DPS).* No

6(a) If answered yes to Q6, please list direct Federal/State award(s) received:

7. Has the applicant agency received any Federal/State monitoring on a direct award in the last fiscal year?* No

7(a) If answered yes to Q7, please list which direct Federal/State awards were monitored:

7(b) Were there any noncompliance findings during the Federal/State monitoring in the last fiscal year?

7(c) If answered yes to Q7(b), please discuss these findings:

Section 2: Audit

8. Did the applicant agency meet/exceed the \$750,000 threshold Yes

for Federal funds or
\$375,000 threshold for
State funds, requiring
completion of an
audit?*

8(a) If answered yes on
Q8, was a single audit
completed? Yes

9. Does the applicant
agency have a
completed audit that is
less than 3 years old?*

Yes

9(a) If answered yes on
Q9, please list when
the last audit was
completed:

07/21/2020

10. Were there any
findings, weaknesses,
or deficiencies in the
most recently
completed agency
audit?*

No

10(a) If answered yes
on Q10, please
describe findings:

Agency Risk Assessment

Risk Assessment
Completed By:*

Allen R Criger
Enter Name and Title

Date Risk Assessment
Completed:*

10/23/2020

Application Certified Assurances 2021

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:

2021 SSVF 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.

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

Yes

ex5



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1st DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2nd DISTRICT

RFP NO.: 20-10834
TITLE: Commercial Realtor Services
ISSUE DATE: 10/09/2020
CONTRACT NO: 20-1235
RETURN BID NO LATER THAN: 10/22/2020 at 2:00 P.M. (Central Standard Time)

CONTACT: Laura Merriman
PHONE: 417-868-4014
E-MAIL: LMerriman@greencountymo.gov

RETURN PROPOSAL TO: GREENE COUNTY PURCHASING DEPARTMENT
1443 NORTH ROBBERSON, SUITE 1000
SPRINGFIELD, MISSOURI 65803

SUBMITTAL INSTRUCTIONS: Print the RFP Number and Due Date on the outside of the package and return this entire document (pages 1-25) with your proposal submission. Sealed proposals must be received at the Purchasing Department by the return date and time. No proposal transmitted by fax machine or e-mail will be accepted.

BID OPENING: Due to the current Corona Virus (Covid19) Pandemic and in accordance with the CDC and County's recommendation for social distancing and exclusion of congregations of ten (10) or more, bids shall be read publicly via teleconference. All Bidders or their representatives are invited to participate. To participate dial (417) 799-1555 from an off campus or cell phone. From a County phone please dial 1555. The meeting number is #4892 and the access code is #453751.

CONTRACT TERM: It is anticipated that the contract shall commence on or about 11/01/2020 for a one year term, with the option to renew at both parties' discretion, up to two additional one year periods, for a total of three years, or until all of the commercial lots have been sold and closed on.

The Bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The Bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The Bidder further agrees that upon receipt of an authorized purchase order from the Greene County Purchasing Department or when a Agreement for Contract Services is certified by the Greene County Auditor, a binding contract shall exist between the Bidder and the County of Greene, State of Missouri.

SIGNATURE REQUIRED

<u>R.B. Murray Company</u> Business Name	<u>[Signature]</u> Authorized Signature
<u>222 S. S. Blackman Rd</u> Street Address	<u>Ross H Murray</u> Printed Name
<u>Spfld, Mo 65809</u> City, State, Zip Code	<u>President</u> Title
<u>417-881-0600</u> Phone Number	<u>10-21-2020</u> Date
<u>44-044310</u> Federal Tax ID Number	<u>ross@rbmurray.com</u> E-Mail Address

RFP ORGANIZATION

This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- General Information and Instructions to Bidders
- Bid Specifications
- Scope of Services
- Financial Terms
- Pricing Form
- Agreement for Contract Services
- Contractual Requirements
- Attachments I, and II
- Terms and Conditions

Introduction and General Information

PURPOSE: This document constitutes a Request for Proposal from prospective bidders for the purchase of Commercial Realtor Services for Jamestown development in Rogersville, MO. See Proposal Specifications and Pricing Form for additional detail.

Award of Contract: Owner reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the Owner, and to reject all other bids. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated. The successful bidder, as contractor, will be required to execute the contract agreement included in these documents. County reserves the right to exclude certain buyers from this contract based upon previous contacts.

Contract Term: It is anticipated that the contract shall commence on or about 11/01/2020 for a one-year term, with the option to renew at both parties' discretion, up to two additional one-year periods, for a total of three years, or as long as there are still lots open for sale at the Jamestown development. In the event the Contractor desires not to renew for subsequent contract periods, the Contractor shall notify the County in writing no later than sixty (60) days prior to the contract expiration date.

Pricing Information: Pricing shall remain firm for a minimum of 1 Year. Cost increases may be negotiated at the time of renewal, but will be subject to approval of the Purchasing Director. Increases will be considered only when the Contractor can show that his operating costs have increased. The contractor shall provide written notification of acceptance or rejection of the extension of this contract.

TOBACCO-FREE CAMPUS: Effective January 1, 2008 Tobacco use will be strictly prohibited within the entire campus of Greene County and all Greene County vehicles. This includes the prohibition of smoking in privately-owned vehicles parked on county property. This policy applies to all employees, contractors and visitors.

NOTORIZED AFFIDAVITS: Refer to Attachment I, Notice and Instructions to Bidders/Vendors regarding Sections 285.525 through 285.550 RSMO, effective January 1, 2009 and Section 292.675 RSMO, effective August 28, 2009, attached hereto.

OUT-OF-STATE CONTRACTORS: Per RSMO Sections 285.230–285.234, Greene County requires out-of-state contractors (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a "financial assurance instrument," such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state or federal institution. In addition, the contractor must provide a Missouri Certificate of Authority number issued by the Secretary of State's Office and certify to the Department of Revenue that it has sufficient workers' compensation insurance.

If hiring a Missouri resident, the contractor also must provide a Missouri Employment Security Account number issued by the Missouri Department of Labor & Industrial Relations. Once all registration requirements are met, the Department of Revenue will issue a Notice of Registration to the contractor.

Greene County may require a copy of the Notice of Registration prior to executing a contract with an out-of-state contractor. If you have questions about Missouri's transient employer law, please contact the Missouri Department of Revenue at (573)751-3958.

BUSINESS COMPLIANCE: The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidders certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- License and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

PROJECT ADMINISTRATION: Submit all questions about the Contract Documents to the Greene County Purchasing Department, in writing. Replies which modify the Documents will be issued to the Bidders of record as Addenda to the Drawings and Specifications, and will form a part of the Contract. The Owner will not be responsible for oral clarifications. Questions must be received by the Greene County Purchasing Department no later than four (4) working days prior to the Bid opening date. No Addenda will be issued less than two (2) days prior to the Bid opening date.

SUBMITTING A PROPOSAL: Bids must be priced, properly endorsed by a person authorized to legally bind the bidder, and returned with all necessary attachments to the Purchasing Department prior to the closing date and time which appears on the front page of the RFP. The bid number and title must appear on the face of the sealed container. The county shall not be responsible for bids which are lost or misdirected due to improper labeling of container.

BID OPENING: Information contained in proposals will not be released prior to the opening, and then only to those who appear at the public bid opening at The Purchasing Department, 1443 N. Robberson, Springfield, Missouri. Attendance to the public bid opening is not mandatory. Pricing information will be read aloud to those attending the public opening. Upon award of contract, bid tabulations will not be provided by telephone, but may be examined by appointment during normal business hours.

BIDDER CONTACT: Unauthorized contact with county personnel other than the contact listed for this project while the bid and evaluation are in progress will result in immediate disqualification of the proposal.

CLARIFICATION OF REQUIREMENTS: Bidders shall carefully examine the Bid document. Questions concerning discrepancies or ambiguities in specifications, instructions, and/or requirements of this document which become apparent to the Bidder upon examination of the document must be submitted to the Purchasing Department.

Failure of bidder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

It is the responsibility of each supplier to check the County website for bid postings. The County is not responsible and accepts no liability in the event a supplier is not sent a bid document. The County is not responsible for and accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

AMENDMENTS TO A BID: No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the Bid.

AWARDS OF BID: Award shall be made to the lowest and most responsive and responsible bidder who conforms to the solicitation, and whose bid is considered to be the most advantageous to the county, price and other factors considered.

Award of bid shall be in accordance with all applicable public procurement and purchasing laws and requests. Any award resulting from this bid will be made by written notification from the purchasing department in the form of an authorized purchase order signed by the Purchasing Director.

The County reserves the right, in the best interest of Greene County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Sincerely,

Laura Merriman

Laura Merriman
Purchasing Director
Greene County, Missouri

RFP SPECIFICATIONS

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. The proposer shall clearly state any and all exceptions to the minimum requirements, and the County shall consider such exceptions when evaluating proposals for award. Failure to list such deviations shall denote that respondent has taken no exception and will furnish equipment which is fully in compliance with the specifications contained herein.

SCOPE OF SERVICES

Services will be performed in accordance with the Proposal Specifications and the cost information submitted in the proposal. The County reserves the right to exclude certain potential purchasers from this contract based upon previous contact by the County with the prospective purchasers.

Background

The County is seeking a commercial real estate broker with expertise in marketing and selling approximately 119 acres of commercial zoned property and 7.9 acres of multi-family zoned property in Rogersville, MO as part of the sale of in the Jamestown and The Colonies subdivision development. The portions of the development being sold are the final plat of Jamestown, Jamestown Phase II, Jamestown Phase III, and lots 1, 2, 3 and 4 of The Colonies. Lots 1, 2, 3 and 4 of The Colonies are multi-family. Lots C2, C3, C4, C16, and C19 in Jamestown are not owned by Greene County and will not be part of this proposal.

RFP Requirements

The contractor and his/her brokers shall have applicable licenses valid in the State of Missouri and be in good standing with the Missouri Real Estate Commission (Copies must be presented if requested).

Describe the commercial real estate agent's background and experience in marketing and selling properties of this size and value in this area. What is your marketing approach for the County's property?

Specifically, what are the firm's experiences in the last 36 months? Show the contractor's sales history over the last 36 months with property of this size and scope. Sales history should include original asking price and final selling price of each property.

List all the members of the sales team, and their roles including licenses/certifications that will be assigned to the County. Please include a brief summary of their experiences. Who will be the key contact for the County?

The Contractor should provide a list of at least four (4) references of clients within the last three (3) years that were similar to the Scope of Work as described herein. Please include a contact name, and current contact information.

Submit statement outlining proposed commission fees as well as any additional costs which may be included with your proposal.

County's Conditions

If awarded the contract, the contractor shall understand and agree to the conditions when marketing the properties listed herein.

The County has the right to accept or reject any or all offers for any reason.

The property is being sold "as is, where is". The County will not make any improvements to the property.

All closing and title policies will be handled by a title company of the County's choice.

The buyer will be responsible for all closing costs. This is the County policy when selling property.

All offers considered by the County shall be subject to review and approval as applicable by legal counsel of the County and the Greene County Commission/Administration.

The County seeks for the closing process to be less than thirty days in all instances where it is reasonably possible.

Services required include, but are not limited to; real estate brokerage, consulting, market assessment, marketing, and posting of multiple listings, in accordance with the number of parcels available.

County prefers use of Multi-List and nationwide promotion of the properties. Marketing shall be done on a national scale on a national commercial marketing platform.

FINANCIAL TERMS

Payment for services shall be handled at time of closing in typical fashion for the sale of real estate.

EVALUATION CRITERIA

Pursuant to and in accordance with the above stated Request for Proposal, the undersigned hereby declares that they have examined the RFP documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their proposal is accepted to furnish the item(s) submitted below, including delivery to Greene County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

Item	Description	Criteria Percentage
Experience	Experience for professionals	25
Marketing	Provide Samples of marketing material	20
National Ties	Avg. number of sales with national firms in last three years	25
Fees	Sales Commission	30

DIVERSE VENDOR IDENTIFICATION

Business Name: _____

Registered through the Missouri Secretary of State's Office: Yes _____ No _____

If not registered through the Missouri SOS, which state, if any _____

Date Registered (if applicable): _____

Majority Business Owner(s) Name(s): _____
(all listed will sign below)

DUNS Number (if known): _____

NAICS Code: _____

The majority business owner(s) are (check all that apply):

____ Woman Owned

____ Minority Owned

____ Veteran Owned Do you have a service related disability? Yes ___ No _____

In checking the above box(s), I certify the following regarding the owner (woman, minority, veteran):

1. The owner unconditionally owns at least 51% of the business.
2. The owner has day-do-day management and leadership responsibilities for the business.
3. The owner works in the business full time as needed for the business.
4. The owner ultimately makes long-term strategic decisions for the business.
5. The owner holds any required licenses and has the ability and skills to manage a business of similar complexity.

If the business is certified by a governing body, please check the box below and answer the following information regarding the expiration date:

____ WBE (Woman) Certified through the State of _____ Expiration Date _____

____ MBE (Minority) Certified through the State of _____ Expiration Date _____

____ Service Disabled Veteran Certified through _____ Expiration Date _____

____ DBE (Disadvantaged) through which body? _____ Expiration Date _____

If not certified through one of the above certifying agencies, I plan _____ do not plan _____ on applying for this certification. If I plan on applying, I would estimate to begin this certification process no later than this date: _____

I certify by my signature below that the above statements are true. If I am found to have made any false statements, I realize that my business may not be eligible to business with Greene County Missouri into the future.

Business Owner (Print)

Date

Business Owner (Sign)

Business Owner (Print)

Date

Business Owner (Sign)

Business Owner (Print)

Date

Business Owner (Sign)

CONTRACTOR REFERENCE INFORMATION

Bidder shall submit as a part of the bid proposal package a minimum of four (4) business references with the name of the business, address, contact person, and telephone number.

Name: _____

Address: _____

Tel No.: _____

Fax No _____

Email: _____

Contact: _____

Name: _____

Address: _____

Tel No.: _____

Fax No _____

Email: _____

Contact: _____

Name: _____

Address: _____

Tel No.: _____

Fax No _____

Email: _____

Contact: _____

Name: _____

Address: _____

Tel No.: _____

Fax No _____

Email: _____

Contact: _____

BID SUBMISSION CHECKLIST

For this bid submission, you are required to include:

- ✓ Completed & signed bid document
- ✓ Attachment I (E-Verify Affidavit)
- ✓ Attachment II (E-Verify MOU)

If awarded the contract, you will also be required to submit:

- ✓ Insurance certificate
- ✓ W-9 Tax Form

Out-of-state contractors (transient employers) must also submit:

- ✓ Notice of Registration (from MO Dept of Revenue)

Bidder's Name: _____

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of October 22, 2020, by and between the County of Greene, ("County"), and the Contractor identified on page one of this document, ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in the Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on, or about 11/01/2020 ("Commencement Date") and shall continue through 11/01/2021 with the option to renew for Two (2) additional One (1) Year periods.
- D. **Party Representatives:** The County designates the following person to act on County's behalf: Chris Coulter, County Administrator and/or Lee Viorel, County legal counsel.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with

Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall

be not less than \$1,000,000.00 covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per occurrence and \$3,000,000.00 in aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: the Clean Water, Clean Air, and Copeland (Anti-kickback) Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all

work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. Non-Discrimination Assurance. With regard to work under this Agreement, the Contractor agrees as follows:

- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- c. **Solicitations for Subcontracts, including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
- d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of

this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymn.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venture, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination by County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved

in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.

- 3.10. Right to Stop Work; Termination by Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. Conflicts of Interest**
- 3.18.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association

3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

To County: Greene County
Purchasing Department
1433 N. Robberson Ave., 10th Floor
Springfield, Missouri 65802

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THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

By: *Laura Mervin*
Purchasing Director or Project Manager

Date: 10.22.2020

By: *Heidi Call*
Greene County Administrator

Date: 27 OCT 2020

By: *Bob Dixon*
Presiding Commissioner

Date: 10/27/20

By: *David Bryant*
Commissioner District 1

Date: 10/27/20

By: *John Smith*
Commissioner District 2

Date: 10/27/2020

CONTRACTOR

By: *R. J. [Signature]*

Title: President

Date: 10-21-2020

By: _____

Title: _____

Date: _____

AUDITOR CERTIFICATION

ATTEST BY: _____
Greene County Clerk

Date: _____

As to form:

County Attorney, Lee Viorel

Date: _____

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.

Greene County Auditor

Date: _____

CONTRACTUAL REQUIREMENTS

1. A purchase order or contract issued to the successful bidder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the Agreement.
2. Items and/or services are to be furnished as described in the proposal and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the Bid Document or the Contractor's response, the Bid document shall govern.
3. Contractor proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in his/her proposal. All related costs associated with completion of the project specified shall be considered by both Contractor and County to be included within this quoted price. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.
5. Contractor shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Contractor to comply with said laws, and any deviation from said laws will subject Contractor to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by contractor of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director by registered or certified mail. Contractor shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
7. In addition to any insurance required hereunder, contractor shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
8. No modifications of any provision of the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by Contractor and County and incorporated in a written amendment to the contract.
9. It is the responsibility of the contractor to complete the project as described herein, incorporating suitable materials, and Contractor shall be solely responsible for the performance of workmanship and materials.
10. Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number assigned by Greene County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized change order has been issued.

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

Greene County, Missouri, in order to comply with sections 285.525 through 285.550 and 292.675 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents:

Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Required Affidavit for any Public Works Project Contract – Effective 8-28-09. Company shall comply with the provisions of Section 292.675 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating: (WILL NOT APPLY TO THIS CONTRACT)

3. that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

Copies of affidavits can be found and downloaded on the Greene County Purchasing website; <http://www.greenecountymo.org/purchasing/index.php>. *See attached samples*

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xpre/prot/programs/ac_1185221678150.shtm or by calling 888-464-4218.

ATTACHMENT I



Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
COUNTY OF Christian jk) ss.
Greene

Before me, the undersigned Notary Public, in and for the County of Greene
State of Missouri, personally appeared Ross H. Murray (Name)
who is President (Title) of R.B. Murray Company
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and
says as follows:

- (1) that said company is enrolled in and participates in a federal work
authorization program with respect to the employees working in connection
with the contracted services; and
- (2) that said company does not knowingly employ any person who is an
unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et
seq.

Documentation of participation in a federal work authorization program is attached to this
affidavit.

Janet R. Krawitz
Signature
Name: Janet R. Krawitz

Subscribed and sworn to before me this 30 day of June, 2010

Janet R. Krawitz
Notary Public

My commission expires: 9.2.2022

ATTACHMENT II



**Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For any Public Works Project Contract
Effective August 28, 2009**

STATE OF Missouri)
COUNTY OF Greene) ss.

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Ross H. Murray (Name) who is President (Title) of R.B. Murray Company (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Janet R. Krawitz
Signature
Name: Janet R. Krawitz

Subscribed and sworn to before me this 30 day of June, 2022.

Janet R. Krawitz
Notary Public

My commission expires: 9.2.2022



Company ID Number: 492272

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer R. B. Murray Company

Teresa Bruton

Name (Please Type or Print)

Title

Electronically Signed

01/19/2012

Signature

Date

Teresa Bruton

04/19/16

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

01/19/2012

Signature

Date

Teresa Bruton

04/19/16

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **R. B. Murray Company**

Company Facility Address: **2225 S. Blackman Road**

Springfield, MO 65809

Company Alternate
Address:

County or Parish: **GREENE**

Employer Identification
Number: **440444310**

Company ID Number: 492272

North American Industry Classification Systems Code:	531
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Ryan Y Murray	Fax Number:	(417) 882 - 0541
Telephone Number:	(417) 881 - 0600 ext. 1108		
E-mail Address:	ryan@rbmurray.com		
Name:	Teresa M Bruton	Fax Number:	(417) 882 - 0541
Telephone Number:	(417) 881 - 0600 ext. 1106		
E-mail Address:	terry@rbmurray.com		

TERMS AND CONDITIONS

PREPARATION OF BIDS

- A. Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the IFB. Failure to do so will be at bidder's risk. In case of an error in extension, the unit price (s) will govern.
- B. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for informational purposes only, and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid forms.
- C. All supplies and equipment offered in a bid must be new and of current production unless the RFP clearly specifies that used or re-conditioned supplies or equipment may be offered.
- D. Firm prices shall be bid and include all packing, handling, and shipping charges.
- E. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.
- F. Greene County, Missouri does not pay federal excise and sales tax on direct purchases of tangible personal property, Exemption number 12531847.

SUBMISSION OF BIDS

- G. A bid submitted by a bidder must (1) be manually signed by the bidder on the Greene County RFP form, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the Purchasing Department and officially clocked in no later than the exact time and date specified in the solicitation.
- H. The sealed envelope or container containing a bid should clearly marked on the outside of the container with (1) the official RFP number, and (2) the official closing date and time.

MODIFICATION OR WITHDRAWAL OF BIDS

- I. A bid may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered.
- J. After official closing date and time, no bid may be modified or withdrawn.

NO BIDS AND FUTURE SOLICITATIONS

- K. If no bid is to be submitted, the bid should be marked "NO BID" and returned in order to maintain the bidders name in file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the Purchasing Department reserves the right to delete the bidder from the vendor file for future solicitations.

BID OPENING

- L. Bid openings are public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered by the proper time to the office of the Purchasing Department. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, or facsimile will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

AWARDS

- M. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.
- N. Cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- O. As the best interest of Greene County may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, with one or more suppliers; to reject any and all bids, or waive any minor irregularity or technicality in bids received.
- P. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the IFB, and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. All awards will be made by written notification from the Purchasing Director.
- Q. Each bid received with the understanding that the acceptance in writing by Greene County of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the bidder and Greene County and shall bind the bidder to furnish and deliver at the price in accordance with the conditions of said accepted bid and detailed specifications.

CLARIFICATION OF REQUIREMENTS

- R. It is the intent and purpose of Greene County, Missouri that this request permits competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than five (5) days prior to the closing date. A review will be made of any such notifications.

TERMS AND CONDITIONS OF PURCHASE

- A. **BINDING CONTRACT**: A document in the form of a written purchase order or "Notice of Contract Award", signed by the seller and countersigned by the Purchasing Director shall constitute a binding contract, and the language of the contract shall govern in the event of a conflict with Seller's submitted bid or proposal.

The written contract or purchase order shall express the complete agreement of the parties, and performance shall be governed solely by the terms and conditions contained therein. Changes, additions or modifications thereto must be in writing and signed by the Purchasing Director.

- B. **QUANTITIES**: Greene County, Missouri (hereafter referred to as County) shall assume no obligation for articles or materials shipped in excess of the quantity ordered. Unauthorized quantities are subject to the county's rejection and shall be returned at the seller's expense.

- C. **DELIVERY:** If deliveries are not made within a reasonable time, the County reserves the right to cancel or to purchase materials and/or services elsewhere. Seller may be liable for re-procurement cost.
- D. **SHIPMENT:** Deliveries shall be F.O.B. destination unless otherwise specified by the county.
- E. **INVOICES:** An original and remittance copy of the invoice shall be submitted to the Purchasing Department and shall show the Greene County purchase order number and contain full descriptive information of goods and/or services furnished. Each invoice must itemized in accordance with items listed on the contract. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears. The county will not make any advance deposits. Payment shall be issued thirty (30) days from invoice date, or from final acceptance of goods, whichever is later.
- F. **INSPECTION AND ACCEPTANCE:** No material received by the county pursuant to the contract shall be deemed accepted until the county has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to the warranty of the seller upon inspection or at any later time, if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement. Such right-to-return offer to the county arising from the county's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the county may have therefore.
- G. **WARRANTY:** Seller expressly warrants that all articles, materials, work, and services covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the County, and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the county's acceptance of said materials or goods, or by payment for them.
- H. **PATENTS:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent, and Seller covenants that he will, at his own expense, defend every suit which may be brought against the county, or those using the county's product for any alleged infringement of any patent by reason of the sale or use of such articles, and Seller agrees that he will pay all costs, damages, and profits recoverable in such suit.
- I. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the county may cancel the contract or affirm the contract and hold Seller responsible in damages.
- J. **COMPLIANCE WITH APPLICABLE LAWS:** The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and services covered by the contract, including, but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.
- K. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract or any rights, obligations, or duties hereunder may not be assigned by the seller without the county's written consent, and any attempted assignment without such consent shall be void.
- L. **TERMINATION OF CONTRACT:** The county reserves the right to terminate any contract at any time if the provisions of the contract are violated by the contractor or any of his subcontractors, in the sole judgment and discretion of the county. If the contract is so terminated, the county may purchase upon such terms and in such manner as the Purchasing Director may deem appropriate, supplies or services similar to those so terminated, and the contractor will be liable for additional costs occasioned thereby.

- M. NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performance of work under the contract, Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.
- N. PERFORMANCE BONDS: If required as condition for contract award, the amount of a performance bond will be described in the IFB at the time of issuance. The performance bond must be issued for amount specified by a surety company, or secured with a cashier's check, certified check, cash, bank draft, or irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the IFB.
- O. TAX EXEMPT: Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
- P. UNIFORM COMMERCIAL CODE: The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the agreement, and both parties shall have all remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the agreement.
- Q. Trial by Jury: THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- R. Missouri Domestic Products Procurement Act (34.353 RSMo)
Buy American
- a) Any manufactured goods or commodities used or supplied in the performance of any county contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
 - b) Each contract for the purchase or lease of manufactured goods or commodities by the county and each contract made by the county for construction, alteration, repair, or maintenance of any public work shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
 - c) When bids offer quality, price, conformity with specifications, terms of delivery and other conditions imposed in the specifications that are equal, the county shall select the bid that uses manufactured goods or commodities that are manufactured or produced in the United States.
 - d) Nothing in this section is intended to contravene any existing treaty, law, agreement or regulation of the United States. All contracts under this section shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding exporting-import restrictions and international trade.

Exhibit "B"
Real Estate Fee Structure and Prices

If the entire property is purchased by one entity, the real estate fee shall be 3% if R.B. Murray Company is the only real estate broker involved in the transaction; the real estate fee shall be 5% if another broker is involved in the transaction.

If the lots are purchased separately, the real estate fee shall be 5% if R.B. Murray Company is the only real estate broker involved in the transaction; the real estate fee shall be 6% if another broker is involved in the transaction.

Prices

The price is \$1.00 PSF if the entire property is purchased by one entity (Developer / Investor).

The price is \$2.00 - \$2.50 PSF if lots are purchased separately.

ex4

**RESOLUTION OF
GREENE COUNTY, MISSOURI**

Adopted at a Regular Meeting on October 27th, 2020

At a regularly scheduled meeting of the Greene County Commission (the “**Commission**”) held on October 27th, 2020, on a motion by Commissioner Bengsch, seconded by Commissioner Russell, the following resolution was adopted by a vote of X YES to NO: These resolutions shall be effective as of the date set forth above:

**APPROVAL OF THE AMENDMENT TO
ARTICLES OF INCORPORATION OF A NONPROFIT CORPORATION FOR
OZARKS TRANSPORTATION ORGANIZATION**

WHEREAS, the Ozarks Transportation Organization (the “**Organization**”), a Missouri nonprofit corporation, is the Metropolitan Planning Organization for this region of southwest Missouri, as mandated by the Federal Aid Highway Act of 1962, as amended, the Urban Mass Transportation Act of 1964, as amended, the Airport and Airway Development Act of 1970 and other subsequent laws setting forth requirements for transportation planning for all modes of travel;

WHEREAS, that Entity is a member of the Organization;

WHEREAS, the Articles of Incorporation of the Organization were dated and filed with the Missouri Secretary of State on April 23, 2008, (the “**Articles**”);

WHEREAS, the Articles were filed at a time at which the City of Springfield was the only member of the Organization, and its Articles provided that, upon the Organization’s dissolution, all of its assets would be distributed to the City of Springfield;

WHEREAS, the Board of Directors (the “**Board**”) of the Organization deems it advisable that ARTICLE VII of the Articles be amended in such a manner that upon the Organization’s dissolution, its assets would be distributed among all of its dues-paying members, in proportion to the amount of dues paid in its most recent fiscal year;

WHEREAS, pursuant to the applicable provisions under RSMo 355.561 of the Nonprofit Corporation Law of the State of Missouri, the Articles may be amended by the authorization of the Organization’s Board and the majority vote of its members.

NOW, THEREFORE, BE IT RESOLVED, the Entity does hereby vote in favor that the amendment to the Articles (the “**Articles Amendment**”) be approved.

RESOLVED FURTHER, that the terms of said Articles Amendment are hereby approved to reflect that upon dissolution of the Organization, the assets of the Organization shall be distributed among the Organization dues-paying members, in proportion to the amount of dues paid in its most recent fiscal year.

GENERAL AUTHORITY

RESOLVED, that any and all actions, whether previously or subsequently taken by the officers of the Entity, which are consistent with the intent and purposes of the foregoing resolutions and the consummation of the transactions contemplated therein, shall be and the same hereby are, in all respects, ratified, approved and confirmed.

RESOLVED FURTHER, that each of the officers of the Entity is hereby authorized and directed to execute and deliver any and all documents and to take such other action as he or she deems necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions, the execution, delivery or taking of such actions to be conclusive evidence that the same have been authorized by these resolutions.

CERTIFICATE

The foregoing Resolution was duly adopted by the Entity as of October 27, 2020.

GREENE COUNTY, MISSOURI



BOB DIXON, Presiding Commissioner

Y
Vote

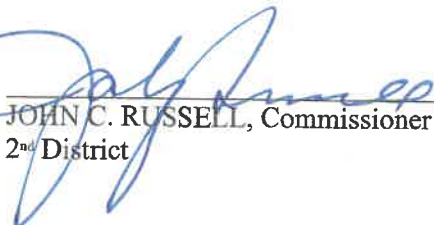
10/27/20
Dated



HAROLD BENGSCH, Commissioner
1st District

yes
Vote

10/27/20
Dated



JOHN C. RUSSELL, Commissioner
2nd District

YES
Vote

10/27/2020
Dated

ATTEST:

County Clerk Certification

I certify that I am the County Clerk of Greene County, Missouri; that the foregoing document is a true, complete, and correct Order adopted by the Greene County Commission, Missouri on April 3, 2020, as the same appears in the official records of the County, and the Order

has not been modified, amended, or repealed, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have executed the Certificate and affixed the seal of the County of Greene, Missouri this 3rd day of April 2020.

GREENE COUNTY CLERK:

SHANE SCHOELLER
Greene County Clerk

