



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Thursday, June 18, 2015

8:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM
Mary Argiso	Assistant	Present	8:50 AM
Julia Maples	Administrative Assisstant	Absent	

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell, Mr. Joel Moore - Service Recycling.

The Commission met to approve the agenda for Thursday, June 18, 2015.

Presiding Commissioner Ray Weter entertained a motion for approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:55 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell, Mr. Joel Moore - Service Recycling, Mr. Lee Johnson - Recycling Center Supervisor, Mr. Jim Von Behren Greenway Recycling, Inc.

The Commission met to approve the minutes for the closed session meeting for Friday, May 29, 2015 and regular session minutes on Thursday, June 11, 2015. There were no financials presented.

Presiding Commissioner Ray Weter entertained a motion for approval of the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote -

- Motion to approve minutes for June 11, 2015
Presiding Commissioner Ray Weter entertained a motion for approval of the regular session minutes for Thursday, June 11, 2015.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote -

- Motion to approve closed session minutes on Friday, May 29, 2015
Presiding Commissioner Ray Weter entertained a motion to approve the minutes for the Closed Session meeting for Friday, May 29, 2015.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:00 AM Lee Johnson-Recycling Center Supervisor

Bid Opening - Bid Opening-Recycle of Materials
The meeting was attended by Commission Secretary Cheryl Mitchell, Christian County Recycling Center Supervisor Lee Johnson, Mr. Joel Moore - Service Recycling, Mr. Mike Kelly - Kelly's Recycling, Mr. Tim Rice, Mr. James Von Behren - Greenway Recycling, Inc.

The Commission met to discuss the Bid Opening for the Recycling of Materials.

Presiding Commissioner Ray Weter began with the naming of the potential Bidders:

1. Commercial Metals Company
2. Greenway Recycling, Inc.
3. Service Recycling, LLC

Presiding Commissioner Ray Weter stated that all the bids are available for others bidders to review. The Commission will look at the bids and meet on June 25th, 2015 with our final decision. Mr. James Von Behren , & Mr. Joel Moore expressed their interest and services they intend to provide.

Presiding Commissioner Ray Weter entertained a motion for recommendation to meet for the final decision on Thursday, June 25, 2015.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:31 AM Dwight McNeil-Sheriff

Bid Opening - Bid Opening-Equipment for Officers

The meeting was attended by Commission Secretary Cheryl Mitchell, Ms. Sheena Elzie - KSPR Reporter, Ms. Judy Dollarhite, Major Daniel Wells with Christian County Sheriff's Dept., Citizens: Bill Gilbert, and Jim Dewitt, Mr. Mike Kelly with Kelly's Recycling, Mr. Robert Palmer, & Mr. David Widner.

The Commission met to discuss the Bid Opening Equipment for Officers.

Discussion began with Presiding Commissioner Ray Weter asking for the number of bids submitted. Ms. Cheryl Mitchell stated one bid. Major Daniel Wells stated there are some items that need to be removed from the existing bid that has not been updated yet. Commissioner Weter asked are you re-writing new specifications? Major Daniel Wells said yes. Major Daniel Wells requested that the Commission postpone the bid meeting. Commissioner Weter asked when will the new specifications be ready? Major Daniel Wells said by the end of next week. Mr. Mike Kelly stated that he can help assist Major Wells by providing any information needed pertaining to the items in the revised Bid.

Presiding Commissioner Ray Weter entertained a motion to postpone the bid opening equipment for officers.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:45 AM Rance Duffy-E-911

Discussion - Continuation of Sales Tax Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell, 911 Director Rance Duffy, Citizens Bill Gilbert and Jim Dewitt, Treasurer Karen Matthews, Mr. Robert Palmer, Ms. Judy Dollarhite, Mr. David Widner, Ms. Amber Duran - Headliner News, KSPR Reporter Ms. Sheena Elzie.

The Commission met to discuss the Continuation of Sales Tax on Vehicles Purchased Outside the State.

Mr. Duffy began by stating; that in January 2012 Missouri Supreme Court decided that Christian County could not charge a local sales tax to anyone who tried to title any vehicle purchased out of state. Missouri Legislature enacted Section 32.087, which includes provisions that if a local tax jurisdiction had not previously approved a local use tax, then it must put the question to the voters of whether to discontinue the collection of the sales tax on motor vehicles, out board motors, boats, and trailers purchased out

of state. This statute also provided that if the county did not put this question on the ballot by November 2016, or if a majority of voters nevertheless voted to discontinue collecting the out of state motor vehicle sales tax, then Christian County must cease collecting the sales tax purchased out of state.

Presiding Commissioner Ray Weter stated that this matter has already been addressed to the voters. Mr. Duffy replied that was for the use tax. Commissioner Childers asked is there a way we can figure out the cost involved. Mr. Duffy replied yes we can provide you with that information. Currently sales tax is paid if purchased out of state. Mr. Duffy discussed with others, and if Commission wants it to be a vote issue we will need to address it as soon as possible. Commissioner Childers requested that we find out the loss of local revenue details.

Ms. Dollarhite stated the wording needs to be more detailed, it is confusing to the voters. Mr. Duffy it is detailed on the ballot language. Ms. Dollarhite asked if this is the same issue as in 2012? Mr. Duffy replied no. Commissioner Childers said we will need more time for further research. Mr. Duffy stated the language on the ballot is not the same as on the previous ballot. The ballot language is specific. Mr. Duffy noted that if nothing is done by November of 2015 it cannot be on next years ballot in 2016. Commissioner Weter stated until further research is done a decision will be pending.

Presiding Commissioner Ray Weter dismissed the meeting.

Motion/Vote - 10:30 AM Christian County Commission

Agreement - Agreements for Sheriffs Office Consultants

The meeting was attended by Commission Secretary Cheryl Mitchell, Sheriff McNeil, Mr. Todd Wiesehan Planning & Development, Ms. Judy Dollarhite, Mr. Rance Duffy 911 Director, Mr. Robert Palmer, Ms. Amber Duran - Headliner News, Mr. David Widner, Ms. Lacy Hart Auditor, Ms. Paula Brumfield Payroll Clerk.

The Commission met to discuss the Sheriff's Office Consultant's Agreements.

Sheriff McNeil began discussion by naming each consultant and introduced them accordingly by their backgrounds of expertise. He noted each consultant is hard at work addressing the concerns within the department, for example the prioritization of money spending. He noted that each consultant is hired as a contracted employee. All agreements have been agreed upon. Commissioner Weter said that in last week's discussion we approved the agreements and were interviewed by the county counselor. Mr. Weber has been added and we have already approved his agreement. Mr. Hartman's revised agreement will be addressed today, the details have been worked out which was approved by Counselor Housley. Commissioner Childers asked the Sheriff to thank the consultants who have taken their time and efforts. Sheriff McNeil addressed the number of hours the consultants are working which is from 50 to 70 hours weekly. They are invaluable and are taking matters seriously with a positive outlook. Commissioner Weter agreed and stated his impression is that the personnel are in good spirits. Sheriff McNeil said that morale is on the rise. The consultants are good people and deserve respect for their work. Commissioner Weter said things are looking up.

Sheriff McNiel agreed, and he looks forward to sharing the positive results. The Chief of police of all municipalities will meet tomorrow in his office. Next Tuesday breakfast with the municipal department. Commissioner Barnett told the Sheriff that we appreciate you. Sheriff McNiel responded thank you.

Presiding Commissioner Ray Weter entertained a motion to approve and sign the agreement for Mr. Heafling.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:48 AM

- Motion to approve Mr. Hartman agreement

Presiding Commissioner Ray Weter entertained a motion to approve and sign the agreement for Mr. Hartman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:48 AM

- Motion to approve Mr. Robertson agreement

Presiding Commissioner Ray Weter entertained a motion to approve and sign the agreement for Mr. Robertson.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

III. Adjournment

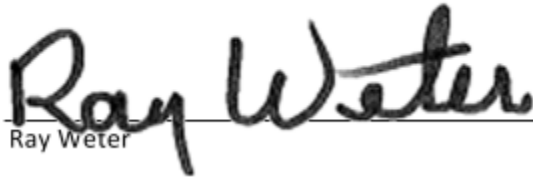
The meeting was closed at 10:48 AM
The Commission is adjourned till Monday, June 22, 2015.

Motion/Vote - 10:48 AM

- Motion

Presiding Commissioner Weter set motion to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name COMMERCIAL METALS COMPANY	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. 75-0725338 COMMERCIAL METALS COMPANY
Mailing Address P.O. Box 2296	IRS Form 1099 Mailing Address 634 E PHELPS ST.
City, State, Zip Code SPRINGFIELD MO 65801	City, State, Zip Code SPRINGFIELD MO 65806

Contact Person PAUL OBERMANN	Email Address PAUL.OBERMANN@CMC.COM
Phone number 417-862-0548	Fax number 417-862-5706
Authorized Signature <i>Paul S. Obermann</i>	Date 6/16/15
Printed Name PAUL S. OBERMANN	Title INDUSTRIAL BUYER

Attachment: 2015RecycleBidCommercialMetalCo (2299 : Bid Opening-Recycle of Materials)

Exhibit A-References

List three (3) business references:
1st

Company Name PAUL MUELLER CO Representative Name ADAM OWEN
 Address P.O. BOX 828 SPRINGFIELD MO 65801-08
 City State Zip
 Business Phone 417-575-9711 Business Fax 417-575-9990 Cellular Phone —
 email address if available AOWEN@MUEL.COM

2nd

Company Name YARBROUGH MACHINERY Representative Name RUSSELL REYNOLD
 Address 514 N. FREEMONT SPRINGFIELD MO 65802
 City State Zip
 Business Phone 417-869-5374 Business Fax 417-869-6678 Cellular Phone —
 email address if available NA

3rd

Company Name DOING STEEL Representative Name RICHARD TRUSSELL
 Address 2125 N. GOLDEN AVE SPRINGFIELD MO 65803
 City State Zip
 Business Phone 417-866-5020 Business Fax 417-866-7619 Cellular Phone —
 email address if available —

Attachment: 2015RecycleBidCommercialMetalCo (2299 : Bid Opening-Recycle of Materials)

Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)
BALED TIN /STEEL CANS		AS NEEDED	\$110 / TON
BALED ALUMINUM BEVERAGE CANS		AS NEEDED	\$1500 / TON

Attachment: 2015RecycleBidCommercialMetalCo (2299 : Bid Opening-Recycle of Materials)

Specifications for Recyclables

COMMERCIAL METALS COMPANY

Company Name

Product	Pricing
Baled mixed plastic (#1-7) per ton	NO BID
Baled steel/tin cans per ton	\$10/TON
Baled aluminum cans per ton	\$500/TON
Baled cardboard (OCC) per ton	NO BID
Loose mixed paper per ton	NO BID

***Payment will be based on Christian County scale weights (certified two times per year).

Requirements (check yes or no)	Yes	No
Do you charge for freight?		✓
Do you provide baling wire at no charge?		✓
Will you pick-up on a 48 hour notification?	✓	
Will you provide drop trailer at no charge with mixed material loads?	✓	
Will the cost of gaylord boxes and pallets be included in the bid?	✓	
Are there any hauling fees?		✓
Do you provide baler repairs at no charge?		✓
Do you require county to remove caps or labels from plastic bottles?		NA

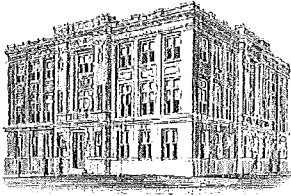
Christian County may at its sole discretion, give notice to the contractor to extend this agreement for up to two (2) additional successive one year terms.

All bids must be received in the Christian County Commission office, 100 W. Church Street Room 100 Ozark, MO 65721, in a sealed envelope clearly marked (Recycling bid) by 8:45 a.m. June 18th, 2015.

Bids will be opened promptly at 9:00 a.m. June 18th, 2015

For questions please contact Recycling Supervisor Lee Johnson #840-3012

Christian County Commission



Invitation to Bid

Return bid no later than: June 18th, 8:45 a.m. Central Time

Product or Services Requested: Hauling & Marketing of Recyclable Materials from Recycling Center
(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: June 18th, 2015

Bid Opening Time: 9:00 a.m.

Contact: Cheryl Mitchell Administrative Assistant
Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: countycommission@christiancountymo.gov

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DC NOT OPEN".

If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for late bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verified error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives an award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal document itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(10) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor's agent, employees, assigns or others, whether related or not to vendor.

(11) For Construction Services:

All on-site employees of vendors and sub-vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(12) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall

provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of vendor's personnel assigned to the contract to provide services.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00. Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may 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)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

Christian County has the option of renewing the agreement for **two (2) additional one-year periods**. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

The Commission will give vendor a 30 day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP bid invitation shall be incorporated into the contract by reference. Prices quoted will cover all renewal periods.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information: Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returned non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and record as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.1 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on the **Pricing Sheet (Page 16)** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit

all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penal termination payments, attorney fees, liquidated damages, etc.** Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the

Christian County Commissioners. *The decision of the adjustment to the cost by Christian County shall be final and without recourse.*

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such Vendor

shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall

disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds payable to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole

responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action. The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances: In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made. The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer. Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics: Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order. Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to county offices. Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

(37) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party. Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
 Ray Weter, Presiding Commissioner
 Bill Barnett, Western Commissioner
 Sue Ann Childers, Eastern Commissioner

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Service Recycling</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Service Recycling LLC</i>
Mailing Address <i>1015 Illinois</i>	IRS Form 1099 Mailing Address
City, State, Zip Code <i>Spring, Mo 64801</i>	City, State, Zip Code

Attachment: 2015RecycleBidServiceRecyclingLLC (2299 : Bid Opening-Recycle of Materials)

Contact Person <i>Joel Moore</i>	Email Address <i>j.moore@service recycling.net</i>
Phone number <i>417-439-3207</i>	Fax number /
Authorized Signature <i>Joel Moore</i>	Date <i>6/18/2015</i>
Printed Name <i>Joel Moore</i>	Title <i>Sales</i>

Attachment: 2015RecycleBidServiceRecyclingLLC (2299 : Bid Opening-Recycle of Materials)

Exhibit A-References

List three (3) business references:

1st

Company Name <i>George's</i>	City <i>Butterfield</i>	State <i>MW</i>	Zip	Representative Name <i>Kerry Brooks</i>
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Business Phone	Business Fax	Cellular Phone
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email address if available

2nd

Company Name

Representative Name

Hopkins Miami OK Ed Taylor
Address City State Zip

Business Phone Business Fax Cellular Phone

email address if available

3rd

Company Name

Representative Name

Masonite Pittsburg KS Steve Gordon
Address City State Zip

Business Phone Business Fax Cellular Phone

email address if available

Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)

Attachment: 2015RecycleBidServiceRecyclingLLC (2299 : Bid Opening-Recycle of Materials)

Specifications for Recyclables

Service Recycling
Company Name

Product	Pricing
Baled mixed plastic (#1-7) per ton	\$70
Baled steel/tin cans per ton	\$40
Baled aluminum cans per ton	\$720
Baled cardboard (OCC) per ton	\$65
Loose mixed paper per ton	\$10

***Payment will be based on Christian County scale weights (certified two times per year)

Requirements (check yes or no)	Yes	No
Do you charge for freight?		X
Do you provide baling wire at no charge?		X
Will you pick-up on a 48 hour notification?	X	
Will you provide drop trailer at no charge with mixed material loads?	X	
Will the cost of gaylord boxes and pallets be included in the bid?	X	
Are there any hauling fees?		X
Do you provide baler repairs at no charge?		X
Do you require county to remove caps or labels from plastic bottles?		X

Christian County may at its sole discretion, give notice to the contractor to extend this agreement for up to two (2) additional successive one year terms.

All bids must be received in the Christian County Commission office, 100 W. Church Street Room 100 Ozark, MO 65721, in a sealed envelope clearly marked (Recycling bid) by 8:45 a.m. June 18th, 2015.

Bids will be opened promptly at 9:00 a.m. June 18th, 2015

For questions please contact Recycling Supervisor Lee Johnson #840-3012

Attachment: 2015RecycleBidServiceRecyclingLLC (2299 : Bid Opening-Recycle of Materials)



P.O. BOX 178 • FORDLAND, MO 65652 • 417-767-4390 • FAX 417-738-1

Christian County Commission
100 W. Church Street
Room 100
Ozark, MO 65721

June 15, 2015

Commissioners:

Greenway Recycling, Inc. has been the service provider for Christian County recycling center for the past three years under the current contract. We believe we have serviced this account with the utmost quality and professionalism, and trust that the commission and the center feels positive about our relationship.

We have honored all of our commitments and will continue, if awarded the new contract, to provide the quality service and immediate payments which Christian County recycling center has seen for the past three years. We trust that your experience with Greenway Recycling, Inc. will make your decision easier as to the future of the centers needs.

Thank you for this opportunity, and we look forward to our continued relationship.

Respectfully,

Greenway Recycling, Inc.

A handwritten signature in black ink, appearing to read 'James von Behren', is written over the typed name. The signature is fluid and cursive, with a large initial 'J' and 'B'.


James von Behren, President

Attachment: 2015EecycleBidGreenwayRecyclingInc (2299 : Bid Opening-Recycle of Materials)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>GREENWAY RECYCLING, INC.</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>GREENWAY RECYCLING, INC. 43-1839177</i>
Mailing Address <i>P.O. Box 178</i>	IRS Form 1099 Mailing Address <i>P.O. Box 178</i>
City, State, Zip Code <i>FORDLAND, MD 65652</i>	City, State, Zip Code <i>FORDLAND, MD 65652</i>

Contact Person <i>JAMES VON BETTREN</i>	Email Address <i>greenway2@sidnet.com</i>
Phone number <i>417 767 4390</i>	Fax number <i>417 738 2035</i>
Authorized Signature 	Date <i>6-15-15</i>
Printed Name <i>JAMES VON BETTREN</i>	Title <i>PRESIDENT</i>

Attachment: 2015EecycleBidGreenwayRecyclingInc (2299 : Bid Opening-Recycle of Materials)

Exhibit A-References

List three (3) business references:

1st

Company Name VIA RECYCLES Representative Name HEARSON AR MELINDA CALDWELL
 Address 72661 City 72661 State AR Zip 72661
 Business Phone 870-741-7026 Business Fax 877 636 7015 Cellular Phone 870-658-9862
 email address if available VIA@WINDSTREAM.NET

2nd

Company Name FEDERAL INTERNATIONAL Representative Name EDUARDO WENTE
 Address 7935 CLAYTON ST. City ST. LOUIS, MO State MO Zip 63105
 Business Phone 314 721 3377 Business Fax 314 721 7660 Cellular Phone 314 420 5591
 email address if available E.WENTE@FEDERLININTERNATIONAL.COM

3rd

Company Name LACROIX INDUSTRIES Representative Name LINDA KUNK
 Address LEBANON City LEBANON State MO Zip 64501
 Business Phone 417 588 3241 Business Fax 417 588 2000 Cellular Phone 417 664 2707
 email address if available LKunk@hottmail.com

Attachment: 2015EecycleBidGreenwayRecyclingInc (2299 : Bid Opening-Recycle of Materials)

Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)

Attachment: 2015EecycleBidGreenwayRecyclingInc (2299 : Bid Opening-Recycle of Materials)

Specifications for Recyclables

GREENWAY RECYCLING, INC.
 Company Name

Product	Pricing
Baled mixed plastic (#1-7) per ton	\$ 180/TON
Baled steel/tin cans per ton	\$ 60/TON
Baled aluminum cans per ton	\$ 100/TON
Baled cardboard (OCC) per ton	\$ 60/TON
Loose mixed paper per ton	\$ 40/TON

***Payment will be based on Christian County scale weights (certified two times per year).

Requirements (check yes or no)	Yes	No
Do you charge for freight?		<input checked="" type="checkbox"/>
Do you provide baling wire at no charge?	<input checked="" type="checkbox"/>	
Will you pick-up on a 48 hour notification?	<input checked="" type="checkbox"/>	
Will you provide drop trailer at no charge with mixed material loads?	<input checked="" type="checkbox"/>	
Will the cost of gaylord boxes and pallets be included in the bid?	<input checked="" type="checkbox"/>	
Are there any hauling fees?		<input checked="" type="checkbox"/>
Do you provide baler repairs at no charge?	<input checked="" type="checkbox"/>	
Do you require county to remove caps or labels from plastic bottles?		<input checked="" type="checkbox"/>

Christian County may at its sole discretion, give notice to the contractor to extend this agreemer for up to two (2) additional successive one year terms.

All bids must be received in the Christian County Commission office, 100 W. Church Street Room 100 Ozark, MO 65721, in a sealed envelope clearly marked (Recycling bid) by 8:45 a.m. June 18th 2015.

Bids will be opened promptly at 9:00 a.m. June 18th, 2015

For questions please contact Recycling Supervisor Lee Johnson #840-3012

Attachment: 2015EecycleBidGreenwayRecyclingInc (2299 : Bid Opening-Recycle of Materials)

Continuation of Sales Tax on Vehicles Purchased Outside the State

- January 2012 Missouri Supreme Court decision, Christian County could not charge a local sales tax to a man who sought to title a boat in Christian County after it had been purchased out of state.
- Missouri Legislature enacted Section 32.087, this legislation included provisions that if a local taxing jurisdiction had not previously approved a local use tax, then it must put the question to the voters of whether to discontinue the collection of the sales taxes on motor vehicles and boats purchased out of state
- This statute also provided that if the county did not put this question on the ballot by November 2016, or if a majority of the voters nevertheless voted to discontinue collecting the out of state motor vehicle sales tax, then Christian County must cease collecting the sales tax on vehicles purchased out of state.

Ballot Language

“Shall the(local jurisdiction’s name) discontinue applying the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

Approval of this measure will result in a reduction of local revenue to provide for vital services for (local jurisdiction’s name) and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

YES

NO

NOTE: In order for this to pass voters would need to vote no

SB 23	Modifies provisions relating to taxation, economic development, political subdivision, Kansas City public school teacher retirement, criminal law, and motor vehicles
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Sponsor:	<i>Parson</i>	
LR Number:	0336S.06T	<i>Fiscal Note available</i>
Committee:	Jobs, Economic Development and Local Government	
Last Action:	7/5/2013 - Signed by Governor	Journal Page:
Title:	CCS HCS SB 23	Calendar Position:
Effective Date:	August 28, 2013	
House Handler:	<i>Jones</i>	

[Full Bill Text](#) | [All Actions](#) | [Amendments/CCRs/CCSs](#) | [Available Summaries](#) | [Senate Home Page](#) | [List of 2013 Senate Bills](#)

Current Bill Summary

CCS/HCS/SB 23 - This act modifies provisions relating to taxation.

SALES TAX ON MOTOR VEHICLES

Sections 32.087, 144.020, 144.021, 144.069, 144.071, 144.440, 144.450, 144.455, 144.525, 144.610, 144.613, and 144.615

This act eliminates both state and local use taxes on the storage, use or consumption of motor vehicles, trailers, boats, or outboard motors. This act specifies that a sales tax is to be collected for the titling of such property. The rate of tax associated with titling will be the sum of state sales tax and the local sales tax rate in effect at the address of the owner of the property.

All local taxing jurisdictions that have not previously approved a local use tax must put to a vote of the people whether to discontinue collecting sales tax on the titling of motor vehicles purchased from a source other than a licensed Missouri dealer. If a taxing jurisdiction does not hold such a vote before November 2016, the taxing jurisdiction must cease collecting the sales tax. Taxing jurisdictions may at any time hold a vote to repeal the tax. Language repealing the tax must also be put to a vote of the people any time 15% of the registered voters in a taxing jurisdiction sign a petition requesting such.

The act contains a nonseverability clause for these provisions.

This act has an emergency clause for these provisions.

Missouri Revised Statutes

Chapter 32 State Department of Revenue Section 32.087

August 28, 2013

Local sales taxes, procedures and duties of director of revenue, generally--effective date of tax--duty of retailers and director of revenue--exemptions--discounts allowed--penalties--motor vehicle and boat sales, mobile telecommunications services--bond required--annual report of director, contents--delinquent payments--reapproval, effect, procedures.

- 32.087. 1. Within ten days after the adoption of any ordinance or order in favor of adoption of any local sales tax authorized under the local sales tax law by the voters of a taxing entity, the governing body or official of such taxing entity shall forward to the director of revenue by United States registered mail or certified mail a certified copy of the ordinance or order. The ordinance or order shall reflect the effective date thereof.
2. Any local sales tax so adopted shall become effective on the first day of the second calendar quarter after the director of revenue receives notice of adoption of the local sales tax, except as provided in subsection 18 of this section, and shall be imposed on all transactions on which the Missouri state sales tax is imposed.
3. Every retailer within the jurisdiction of one or more taxing entities which has imposed one or more local sales taxes under the local sales tax law shall add all taxes so imposed along with the tax imposed by the sales tax law of the state of Missouri to the sale price and, when added, the combined tax shall constitute a part of the price, and shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price. The combined rate of the state sales tax and all local sales taxes shall be the sum of the rates, multiplying the combined rate times the amount of the sale.
4. The brackets required to be established by the director of revenue under the provisions of section 144.285 shall be based upon the sum of the combined rate of the state sales tax and all local sales taxes imposed under the provisions of the local sales tax law.
5. (1) The ordinance or order imposing a local sales tax under the local sales tax law shall impose a tax upon all transactions upon which the Missouri state sales tax is imposed to the extent and in the manner provided in sections 144.010 to 144.525, and the rules and regulations of the director of revenue issued pursuant thereto; except that the rate of the tax shall be the sum of the combined rate of the state sales tax or state highway use tax and all local sales taxes imposed under the provisions of the local sales tax law.
- (2) Notwithstanding any other provision of law to the contrary, local taxing jurisdictions, except those in which voters have previously approved a local use tax under section 144.757, shall have placed on the ballot on or after the general election in November 2014, but no later than the general election in November 2016, whether to repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that are subject to state sales tax under section 144.020 and purchased from a source other than a licensed Missouri dealer. The ballot question presented to the local voters shall contain substantially the following language:
- Shall the (local jurisdiction's name) discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

10/30/2014

Section 32-087 Local sales taxes, procedures and duties

Approval of this measure will result in a reduction of local revenue to provide for vital services for (local jurisdiction's name) and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

â€” YES â€” NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

(3) If the ballot question set forth in subdivision (2) of this subsection receives a majority of the votes cast in favor of the proposal, or if the local taxing jurisdiction fails to place the ballot question before the voters on or before the general election in November 2016, the local taxing jurisdiction shall cease applying the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer.

(4) In addition to the requirement that the ballot question set forth in subdivision (2) of this subsection be placed before the voters, the governing body of any local taxing jurisdiction that had previously imposed a local use tax on the use of motor vehicles, trailers, boats, and outboard motors may, at any time, place a proposal on the ballot at any election to repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors purchased from a source other than a licensed Missouri dealer. If a majority of the votes cast by the registered voters voting thereon are in favor of the proposal to repeal application of the local sales tax to such titling, then the local sales tax shall no longer be applied to the titling of motor vehicles, trailers, boats, and outboard motors purchased from a source other than a licensed Missouri dealer. If a majority of the votes cast by the registered voters voting thereon are opposed to the proposal to repeal application of the local sales tax to such titling, such application shall remain in effect.

(5) In addition to the requirement that the ballot question set forth in subdivision (2) of this subsection be placed before the voters on or after the general election in November 2014, and on or before the general election in November 2016, whenever the governing body of any local taxing jurisdiction imposing a local sales tax on the sale of motor vehicles, trailers, boats, and outboard motors receives a petition, signed by fifteen percent of the registered voters of such jurisdiction voting in the last gubernatorial election, and calling for a proposal to be placed on the ballot at any election to repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors purchased from a source other than a licensed Missouri dealer, the governing body shall submit to the voters of such jurisdiction a proposal to repeal application of the local sales tax to such titling. If a majority of the votes cast by the registered voters voting thereon are in favor of the proposal to repeal application of the local sales tax to such titling, then the local sales tax shall no longer be applied to the titling of motor vehicles, trailers, boats, and outboard motors purchased from a source other than a licensed Missouri dealer. If a majority of the votes cast by the registered voters voting thereon are opposed to the proposal to repeal application of the local sales tax to such titling, such application shall remain in effect.

(6) Nothing in this subsection shall be construed to authorize the voters of any jurisdiction to repeal application of any state sales or use tax.

(7) If any local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors purchased from a source other than a licensed Missouri dealer is repealed, such repeal shall take effect on the first day of the second calendar quarter after the election. If any local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors purchased from a source other than a licensed Missouri dealer is required to cease to be applied or collected due to failure of a local taxing jurisdiction to hold an election pursuant to subdivision (2) of this subsection, such cessation shall take effect on March 1, 2017.

6. On and after the effective date of any local sales tax imposed under the provisions of the local sales tax law, the director of revenue shall perform all functions incident to the administration, collection, enforcement, and operation of the tax, and the director of revenue shall collect in addition to the sales tax for the state of Missouri all additional local sales taxes authorized under the authority of the local sales tax law. All local sales taxes

imposed under the local sales tax law together with all taxes imposed under the sales tax law of the state of Missouri shall be collected together and reported upon such forms and under such administrative rules and regulations as may be prescribed by the director of revenue.

7. All applicable provisions contained in sections 144.010 to 144.525 governing the state sales tax and section 32.057, the uniform confidentiality provision, shall apply to the collection of any local sales tax imposed under the local sales tax law except as modified by the local sales tax law.
8. All exemptions granted to agencies of government, organizations, persons and to the sale of certain articles and items of tangible personal property and taxable services under the provisions of sections 144.010 to 144.525, as these sections now read and as they may hereafter be amended, it being the intent of this general assembly to ensure that the same sales tax exemptions granted from the state sales tax law also be granted under the local sales tax law, are hereby made applicable to the imposition and collection of all local sales taxes imposed under the local sales tax law.
9. The same sales tax permit, exemption certificate and retail certificate required by sections 144.010 to 144.525 for the administration and collection of the state sales tax shall satisfy the requirements of the local sales tax law, and no additional permit or exemption certificate or retail certificate shall be required; except that the director of revenue may prescribe a form of exemption certificate for an exemption from any local sales tax imposed by the local sales tax law.
10. All discounts allowed the retailer under the provisions of the state sales tax law for the collection of and for payment of taxes under the provisions of the state sales tax law are hereby allowed and made applicable to any local sales tax collected under the provisions of the local sales tax law.
11. The penalties provided in section 32.057 and sections 144.010 to 144.525 for a violation of the provisions of those sections are hereby made applicable to violations of the provisions of the local sales tax law.
12. (1) For the purposes of any local sales tax imposed by an ordinance or order under the local sales tax law, all sales, except the sale of motor vehicles, trailers, boats, and outboard motors required to be titled under the laws of the state of Missouri, shall be deemed to be consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination. In the event a retailer has more than one place of business in this state which participates in the sale, the sale shall be deemed to be consummated at the place of business of the retailer where the initial order for the tangible personal property is taken, even though the order must be forwarded elsewhere for acceptance, approval of credit, shipment or billing. A sale by a retailer's agent or employee shall be deemed to be consummated at the place of business from which he works.
- (2) For the purposes of any local sales tax imposed by an ordinance or order under the local sales tax law, the sales tax upon the titling of all motor vehicles, trailers, boats, and outboard motors shall be imposed at the rate in effect at the location of the residence of the purchaser, and remitted to that local taxing entity, and not at the place of business of the retailer, or the place of business from which the retailer's agent or employee works.
- (3) For the purposes of any local tax imposed by an ordinance or under the local sales tax law on charges for mobile telecommunications services, all taxes of mobile telecommunications service shall be imposed as provided in the Mobile Telecommunications Sourcing Act, 4 U.S.C. Sections 116 through 124, as amended.
13. Local sales taxes shall not be imposed on the seller of motor vehicles, trailers, boats, and outboard motors required to be titled under the laws of the state of Missouri, but shall be collected from the purchaser by the director of revenue at the time application is made for a certificate of title, if the address of the applicant is within a taxing entity imposing a local sales tax under the local sales tax law.
14. The director of revenue and any of his deputies, assistants and employees who have any duties or responsibilities in connection with the collection, deposit, transfer, transmittal, disbursement, safekeeping, accounting, or recording of funds which come into the hands of the director of revenue under the provisions of

10/30/2014

Section 32-087 Local sales taxes, procedures and duties

the local sales tax law shall enter a surety bond or bonds payable to any and all taxing entities in whose behalf such funds have been collected under the local sales tax law in the amount of one hundred thousand dollars for each such tax; but the director of revenue may enter into a blanket bond covering himself and all such deputies, assistants and employees. The cost of any premium for such bonds shall be paid by the director of revenue from the share of the collections under the sales tax law retained by the director of revenue for the benefit of the state.

15. The director of revenue shall annually report on his management of each trust fund which is created under the local sales tax law and administration of each local sales tax imposed under the local sales tax law. He shall provide each taxing entity imposing one or more local sales taxes authorized by the local sales tax law with a detailed accounting of the source of all funds received by him for the taxing entity. Notwithstanding any other provisions of law, the state auditor shall annually audit each trust fund. A copy of the director's report and annual audit shall be forwarded to each taxing entity imposing one or more local sales taxes.

16. Within the boundaries of any taxing entity where one or more local sales taxes have been imposed, if any person is delinquent in the payment of the amount required to be paid by him under the local sales tax law or in the event a determination has been made against him for taxes and penalty under the local sales tax law, the limitation for bringing suit for the collection of the delinquent tax and penalty shall be the same as that provided in sections 144.010 to 144.525. Where the director of revenue has determined that suit must be filed against any person for the collection of delinquent taxes due the state under the state sales tax law, and where such person is also delinquent in payment of taxes under the local sales tax law, the director of revenue shall notify the taxing entity in the event any person fails or refuses to pay the amount of any local sales tax due so that appropriate action may be taken by the taxing entity.

17. Where property is seized by the director of revenue under the provisions of any law authorizing seizure of the property of a taxpayer who is delinquent in payment of the tax imposed by the state sales tax law, and where such taxpayer is also delinquent in payment of any tax imposed by the local sales tax law, the director of revenue shall permit the taxing entity to join in any sale of property to pay the delinquent taxes and penalties due the state and to the taxing entity under the local sales tax law. The proceeds from such sale shall first be applied to all sums due the state, and the remainder, if any, shall be applied to all sums due such taxing entity.

18. If a local sales tax has been in effect for at least one year under the provisions of the local sales tax law and voters approve reimposition of the same local sales tax at the same rate at an election as provided for in the local sales tax law prior to the date such tax is due to expire, the tax so reimposed shall become effective the first day of the first calendar quarter after the director receives a certified copy of the ordinance, order or resolution accompanied by a map clearly showing the boundaries thereof and the results of such election, provided that such ordinance, order or resolution and all necessary accompanying materials are received by the director at least thirty days prior to the expiration of such tax. Any administrative cost or expense incurred by the state as a result of the provisions of this subsection shall be paid by the city or county reimposing such tax.

(L. 1991 H.B. 29 § 2, A.L. 1994 S.B. 477, et al., A.L. 2002 H.B. 1890, A.L. 2004 S.B. 1394, A.L. 2013 H.B. 184 merged with S.B. 23 merged with S.B. 99)

Effective 7-05-13 (S.B. 23)

7-05-13 (S.B. 99)

8-28-13 (H.B. 184)

CROSS REFERENCES:

County sales tax, to fund emergency central dispatching services, law applicable, 190.337

Nonseverability clause, 144.008

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 14th day of June, 2015, by and between CHRISTIAN COUNTY, MISSOURI (hereinafter referred to as "County") and STEVE HAEFLING HAEFLING (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the Interim Sheriff appointed by the County Commission on June 4, 2015 seeks assistance of a Consultant to conduct a study of the Christian County Sheriff's Department to review the operations of the Detective Division of the Sheriff's Department to provide any recommendations regarding any actions, if any, that should be undertaken with respect to the operations of said Division to improve operational efficiency; and

WHEREAS, Consultant has agreed to provide County with professional consulting services to assist the Interim Sheriff in identifying any areas of improvement with respect to the operational requirements and efficiencies of the Christian County Sheriff's Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Consultant is hereby contracted by County and Consultant agrees to provide certain professional services in a consulting capacity consisting of conducting a study of the operations of the Detective Division of the Sheriff's Department with respect to providing any recommendations regarding a course of action, if necessary, to bring said Division into compliance with state or federal standards and to improve operational efficiencies. The study will include, but not be limited to the following:
 - a. Interview personnel to determine appropriate placement, job description, and rank;
 - b. Review the operations for compliance with applicable standards and provide recommendations as needed;
 - c. Review and update policies and procedures;
 - d. Review training records and provide training as needed;
 - e. Provide guidance in the selection and training of new employees; and
 - f. Provide guidance with respect to scheduling, operations and increasing efficiency.

2. County, and the Interim Sheriff shall make available all information reasonably necessary to Consultant for the purposes contemplated under this Agreement. The parties may wish from time to time, in connection with the objectives contemplated under this Agreement, to disclose confidential information to each other. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential

information to third parties during the term of the Agreement and after the termination of this Agreement, provided the obligation of the party receiving the confidential information should not apply to information that:

- a. Is already in the recipient's possession at the time of the disclosure from the source thereof;
 - b. Is independently developed by the recipient or by persons without access to the information; or
 - c. Is required by law or regulation to be disclosed.
3. Any reports, documents, data, including all forms of electronic media, or similar information given to, reviewed, prepared or assembled by Consultant under this Agreement shall be considered the confidential, privileged information and the property of County and shall not be made available to any individual or organization by the Consultant or its associates without the prior written approval of County.
 4. This confidentiality agreement shall apply not only to the Consultant, but to any independent consultants, associates and subcontractors he may deem appropriate to assist in the performance of services hereunder.
 5. The term of the Agreement shall commence on the date the Agreement is signed by all parties hereto (the "effective date") and continue until the fourth day of August, 2015 (the "termination date") unless terminated with or without cause. This Agreement may be terminated by either party without cause upon fifteen (15) days written notice. This Agreement may be extended by County, at County's sole option, beyond the original term, for a fixed term, provided that the terms for extension are in writing; the extension was executed by Consultant and the County; and appropriation of funds is approved and achieved by the County.
 6. For all services rendered by Consultant during the term of this Agreement, the County agrees to compensate Consultant at the rate of 3744.69 (\$ _____) dollars per month plus reimbursement of ordinary expenses, such as meals, accommodations and mileage. Consultant shall be reimbursed for automobile mileage at the rate being paid by the County to other office holders at this time. All expenses over \$100.00 for which Consultant seeks reimbursement shall be approved in advance by the County Commission.
 7. Consultant agrees to submit to County a report of reimbursable expenses to County by the third business day of each month. Consultant's salary and expenses shall be paid monthly by the County.
 8. Consultant shall receive a 1099 Form for Consultant work performed during the 2015 contract period. Neither Federal, State nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of Consultant. Consultant agrees to be

solely responsible for the withholding and payment of all federal, state and local income taxes.

9. This Agreement does not create an employer/employee relationship between the parties. It is the intention of the parties that Consultant will be an independent contractor. Consultant shall not be the employee of County or any other entity by virtue of Consultant's relationship with County under this Agreement for any purposes, including but not limited to application for the Fair Labor Standards Act, minimum wage or overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri's Workers Compensation and Unemployment Insurance laws. Consultant will retain sole and absolute discretion and judgment as to the manner and means of carrying out Consultant's activities and responsibilities in his consulting capacity. Consultant shall use a reasonable level of skill and care necessary pursuant to the purposes contemplated under this Agreement. This Agreement shall not be construed as creating a joint employment relationship between Consultant and County, and County will not be liable for any obligation incurred by Consultant, except as expressly agreed outside the terms of this Agreement between County and any party. Neither party is authorized to enter into any contract, warranty, or representation on behalf of the other as to any matter without the prior written consent of the duly authorized representative of the other party. Neither party shall be bound by the acts or conduct of the other.
10. Consultant agrees to hold harmless and indemnify County, its elected officials, agents and employees from any against all losses, damages, demands, claims, suits or other liabilities, including reasonable attorney fees and other expenses of litigation arising out of or related to services performed hereunder; provided however such indemnification shall not apply to the extent of any losses, damages, liabilities or expenses resulting from, or attributable to any negligent or willful misconduct of County.
11. This Agreement shall be governed by and in accordance with the laws of the State of Missouri and any proceedings for the enforcement thereof shall be brought in the Circuit Court of Christian County, Missouri.
12. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject of the services and shall not be varied in terms by any previous communications, negotiations or agreements, whether oral or in writing between the parties with respect to such matter and no additions to or modifications of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by each party hereto.

IN WITNESS WHEREOF, County and Consultant have executed this Agreement in duplicate on the 18 day of June, 2015.

CONSULTANT:

H. Steve Haefling
Steven Haefling H. STEVE HAEFLING
HSH

Date: 06-04-15

COUNTY:

Ray Weter
Ray Weter, Presiding Commissioner

Date: 6/18/15

Bill Barnett
Bill Barnett, Western Commissioner

Date: 6-18-15

Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Date: 6/18/15

COUNTY CLERK:

Kay Brown
Kay Brown

Auditor Certification:

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

Lacey Hart
Lacey Hart
Christian County Auditor

APPROVED AS TO FORM:

John W. Housley
John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

Attachment: 2015 Sheriff Consultants Agreements (2302 : Agreements for Sheriffs Office Consultants)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 4th day of June, 2015, by and between CHRISTIAN COUNTY, MISSOURI (hereinafter referred to as "County") and MIKE ROBERTSON (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the Interim Sheriff appointed by the County Commission on June 4, 2015 seeks assistance of a Consultant to conduct a study of the Christian County Sheriff's Department to review the operations of the Patrol Division of the Sheriff's Department to provide any recommendations regarding any actions, if any, that should be undertaken with respect to the operations of said Division to improve operational efficiency; and

WHEREAS, Consultant has agreed to provide County with professional consulting services to assist the Interim Sheriff in identifying any areas of improvement with respect to the operational requirements and efficiencies of the Christian County Sheriff's Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Consultant is hereby contracted by County and Consultant agrees to provide certain professional services in a consulting capacity consisting of conducting a study of the operations of the Patrol Division of the Sheriff's Department with respect to providing any recommendations regarding a course of action, if necessary, to bring said Division into compliance with state or federal standards and to improve operational efficiencies. The study will include, but not be limited to the following:
 - a. Interview personnel to determine appropriate placement, job description, and rank;
 - b. Review the operations for compliance with applicable standards and provide recommendations as needed;
 - c. Review and update policies and procedures;
 - d. Review training records and provide training as needed;
 - e. Provide guidance in the selection and training of new employees; and
 - f. Provide guidance with respect to scheduling, operations and increasing efficiency.

2. County, and the Interim Sheriff shall make available all information reasonably necessary to Consultant for the purposes contemplated under this Agreement. The parties may wish from time to time, in connection with the objectives contemplated under this Agreement, to disclose confidential information to each other. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential

information to third parties during the term of the Agreement and after the termination of this Agreement, provided the obligation of the party receiving the confidential information should not apply to information that:

- a. Is already in the recipient's possession at the time of the disclosure from the source thereof;
 - b. Is independently developed by the recipient or by persons without access to the information; or
 - c. Is required by law or regulation to be disclosed.
3. Any reports, documents, data, including all forms of electronic media, or similar information given to, reviewed, prepared or assembled by Consultant under this Agreement shall be considered the confidential, privileged information and the property of County and shall not be made available to any individual or organization by the Consultant or its associates without the prior written approval of County.
 4. This confidentiality agreement shall apply not only to the Consultant, but to any independent consultants, associates and subcontractors he may deem appropriate to assist in the performance of services hereunder.
 5. The term of the Agreement shall commence on the date the Agreement is signed by all parties hereto (the "effective date") and continue until the fourth day of August, 2015 (the "termination date") unless terminated with or without cause. This Agreement may be terminated by either party without cause upon fifteen (15) days written notice. This Agreement may be extended by County, at County's sole option, beyond the original term, for a fixed term, provided that the terms for extension are in writing; the extension was executed by Consultant and the County; and appropriation of funds is approved and achieved by the County.
 6. For all services rendered by Consultant during the term of this Agreement, the County agrees to compensate Consultant at the rate of 3744.69 (\$_____) dollars per month plus reimbursement of ordinary expenses, such as meals, accommodations and mileage. Consultant shall be reimbursed for automobile mileage at the rate being paid by the County to other office holders at this time. All expenses over \$100.00 for which Consultant seeks reimbursement shall be approved in advance by the County Commission.
 7. Consultant agrees to submit to County a report of reimbursable expenses to County by the third business day of each month. Consultant's salary and expenses shall be paid monthly by the County.
 8. Consultant shall receive a 1099 Form for Consultant work performed during the 2015 contract period. Neither Federal, State nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of Consultant. Consultant agrees to be

solely responsible for the withholding and payment of all federal, state and local income taxes.

9. This Agreement does not create an employer/employee relationship between the parties. It is the intention of the parties that Consultant will be an independent contractor. Consultant shall not be the employee of County or any other entity by virtue of Consultant's relationship with County under this Agreement for any purposes, including but not limited to application for the Fair Labor Standards Act, minimum wage or overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri's Workers Compensation and Unemployment Insurance laws. Consultant will retain sole and absolute discretion and judgment as to the manner and means of carrying out Consultant's activities and responsibilities in his consulting capacity. Consultant shall use a reasonable level of skill and care necessary pursuant to the purposes contemplated under this Agreement. This Agreement shall not be construed as creating a joint employment relationship between Consultant and County, and County will not be liable for any obligation incurred by Consultant, except as expressly agreed outside the terms of this Agreement between County and any party. Neither party is authorized to enter into any contract, warranty, or representation on behalf of the other as to any matter without the prior written consent of the duly authorized representative of the other party. Neither party shall be bound by the acts or conduct of the other.
10. Consultant agrees to hold harmless and indemnify County, its elected officials, agents and employees from any against all losses, damages, demands, claims, suits or other liabilities, including reasonable attorney fees and other expenses of litigation arising out of or related to services performed hereunder; provided however such indemnification shall not apply to the extent of any losses, damages, liabilities or expenses resulting from, or attributable to any negligent or willful misconduct of County.
11. This Agreement shall be governed by and in accordance with the laws of the State of Missouri and any proceedings for the enforcement thereof shall be brought in the Circuit Court of Christian County, Missouri.
12. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject of the services and shall not be varied in terms by any previous communications, negotiations or agreements, whether oral or in writing between the parties with respect to such matter and no additions to or modifications of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by each party hereto.

IN WITNESS WHEREOF, County and Consultant have executed this Agreement in duplicate on the 18 day of June, 2015.

CONSULTANT:


Mike Robertson

Date: 06.18.2015

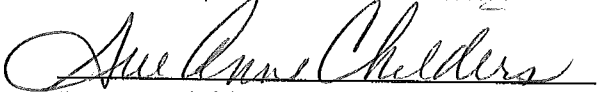
COUNTY:


Ray Weter, Presiding Commissioner

Date: 6/18/15


Bill Barnett, Western Commissioner

Date: 6-18-15


Sue Ann Childers, Eastern Commissioner

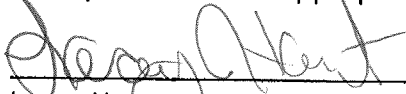
Date: 6/18/15

COUNTY CLERK:

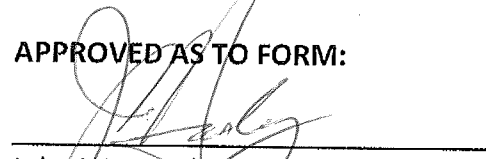

Kay Brown

Auditor Certification:

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


Lacey Hart
Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

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Attachment: 2015 Sheriff Consultants Agreements (2302 : Agreements for Sheriffs Office Consultants)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 15 day of June, 2015, by and between CHRISTIAN COUNTY, MISSOURI (hereinafter referred to as "County") and RON HARTMAN (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the Interim Sheriff appointed by the County Commission on June 4, 2015 seeks assistance of a Consultant to conduct a study of the Christian County Sheriff's Department to provide any recommendations regarding any actions, if any, that should be undertaken with respect to the operations of said Department to improve operational efficiency; and

WHEREAS, Consultant has agreed to provide County with professional consulting services to assist the Interim Sheriff in identifying any areas of improvement with respect to the operational requirements and efficiencies of the Christian County Sheriff's Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Consultant is hereby contracted by County and Consultant agrees to provide certain professional services in a consulting capacity consisting of conducting a study of the Sheriff's Department with respect to providing any recommendations regarding a course of action, if necessary, to bring said Department into compliance with state or federal standards and to improve operational efficiencies. The study will include, but not be limited to the following:
 - a. Interview personnel to determine appropriate placement, job description, and rank;
 - b. Review the operations for compliance with applicable standards and provide recommendations as needed;
 - c. Review and update policies and procedures;
 - d. Review training records and provide training as needed;
 - e. Provide guidance in the selection and training of new employees; and
 - f. Provide guidance with respect to scheduling, operations and increasing efficiency.

2. County, and the Interim Sheriff shall make available all information reasonably necessary to Consultant for the purposes contemplated under this Agreement. The parties may wish from time to time, in connection with the objectives contemplated under this Agreement, to disclose confidential information to each other. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential

information to third parties during the term of the Agreement and after the termination of this Agreement, provided the obligation of the party receiving the confidential information should not apply to information that:

- a. Is already in the recipient's possession at the time of the disclosure from the source thereof;
 - b. Is independently developed by the recipient or by persons without access to the information; or
 - c. Is required by law or regulation to be disclosed.
3. Any reports, documents, data, including all forms of electronic media, or similar information given to, reviewed, prepared or assembled by Consultant under this Agreement shall be considered the confidential, privileged information and the property of County and shall not be made available to any individual or organization by the Consultant or its associates without the prior written approval of County.
 4. This confidentiality agreement shall apply not only to the Consultant, but to any independent consultants, associates and subcontractors he may deem appropriate to assist in the performance of services hereunder.
 5. The term of the Agreement shall commence on the date the Agreement is signed by all parties hereto (the "effective date") and continue until the fourth day of August, 2015 (the "termination date") unless terminated with or without cause. This Agreement may be terminated by either party without cause upon fifteen (15) days written notice. This Agreement may be extended by County, at County's sole option, beyond the original term, for a fixed term, provided that the terms for extension are in writing; the extension was executed by Consultant and the County; and appropriation of funds is approved and achieved by the County.
 6. For all services rendered by Consultant during the term of this Agreement, the County agrees to pay Consultant _____ (~~_____~~ ^{\$4000.00}) dollars per hour plus ~~Flat rate fee~~ ^{Flat rate fee} reimbursement of ordinary expenses, such as meals, accommodations and mileage, not to exceed the total sum of _____ Dollars (\$_____). ~~Consultant shall be reimbursed for automobile mileage at the rate being paid by the County to other office holders at this time. All expenses over \$100.00 for which Consultant seeks reimbursement shall be approved in advance by the County Commission.~~ ^{to include}
 7. ~~Consultant agrees to submit to County a report of his hours worked and reimbursable expenses to County by the third business day of each month, along with all preapproved company expenses for reimbursement. Consultant shall be paid monthly by the County after receiving Consultant's invoice.~~ ^{Payment due upon completion of report. R.H.}

IN WITNESS WHEREOF, County and Consultant have executed this Agreement in duplicate on the 18 day of June, 2015.

CONSULTANT:

Ron Hartman
Ron Hartman

Date: 6-15-15

COUNTY:

Ray Water
Ray Water, Presiding Commissioner

Date: 6/18/15

Bill Barnett
Bill Barnett, Western Commissioner

Date: 6-18-15

Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Date: 6/18/15

COUNTY CLERK:

Kay Brown
Kay Brown

Auditor Certification:

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

Lacey Hart
Lacey Hart
Christian County Auditor

APPROVED AS TO FORM:

John W. Housley
John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

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Attachment: 2015 Sheriff Consultants Agreements (2302 : Agreements for Sheriffs Office Consultants)