



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 5305)**

Meeting: 10/21/21 08:25 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5305

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# Meeting Attachments

### ATTACHMENTS:

- 102121 OSRD -IGA AMENDMENT - BACKUP DOCS (PDF)
- 102121 ARPA Funding Flow Sheet (PDF)
- 102121 ARPA Funding Request Application (PDF)
- 102121 IGA Christian Co and Greene Co\_ (PDF)



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

October 21, 2021

Ozark Special Road District  
PO Box  
Ozark, MO 65721

Dear Commissioners:

We have received and reviewed your letter dated October 11, 2021, requesting that your 2021 Sales Tax Distribution project be changed from improvements at Willow Rd & Hemlock Rd to improvements along Greenbridge Rd, Fremont St, McCracken St & Longview Road. It is our understanding, per your letter, that you did not receive any bids for the original project.

The County Commission has decided to approve this request and amend the original Intergovernmental Agreement (IGA) dated April 13, 2021 to denote the change in projects. Please be aware that the total funding amount will remain at \$100,000.00 and all other conditions of the IGA still apply.

Sincerely,

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Hosea Bilyeu  
Western Commissioner

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Ralph Phillips  
Presiding Commissioner

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Lynn Morris  
Eastern Commissioner

**Ozark Special Road District  
PO Box 688  
Ozark, MO 65721**

**October 11, 2021**

**Miranda Beadles, PE  
Christian County Highway Administrator  
101 W. Church Street, Rm 100  
Ozark, MO 65721**

**RE: 2021 Relocation of Funds**

Dear Miranda,


Due to lack of bidders and related delays the Ozark Special Road District has decided not to proceed with the originally planned improvements along Hemlock and Willow roads. We would like to reallocate the funds to provide improvements along the following routes:

Greenbridge Road  
Fremont Street ( OTC north to Longview)  
McCracken Street (hill)  
Longview Road (Fremont to Power Station)

The improvements will include pavement repairs, widening and pressure paving to increase the lifespan of the existing pavement. We understand that costs overages will be paid for by the Ozark Special Road district.

The intention is to complete these projects during the 2021 calendar year.

Sincerely,



Ozark Special Road District  
*Secretary/Commissioner*

# Christian County Sales Tax Revenue Distributions

## Application for Funding

### Project #1

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| Agency Name:                         | Ozark Special Road District       |
| Project Name:                        | Pressure Pavement Multiple Routes |
| 2019 Project Funding Request:        | \$350,000.00                      |
| Total Project Cost:                  | \$350,000.00                      |
| Estimated Start Date (Construction): | October 12, 2021                  |

### Project #2 *(Do not fill out table below if only submitting one project)*

|                                      |  |
|--------------------------------------|--|
| Agency Name:                         |  |
| Project Name:                        |  |
| 2019 Project Funding Request:        |  |
| Total Project Cost:                  |  |
| Estimated Start Date (Construction): |  |

### Project Descriptions (attach location map for each project):

Improvements will include pavement repairs, widening and pressure pave overlays on multiple roadways inside the OSRD. These include: Greenbridge Road, Fremont Street, McCracken Road, and Longview.

Applicant may also submit the following items, as available, to assist in the evaluation process:

- Project Cost Estimates/Quotes
- Design Drawings
- Project Quantities
- Roadway and Intersection Names
  - For Area-Wide Paving Projects
- Pictures
- Typical Sections
- Additional Information Applicable to Project



**Construction  
Company, LLC**

Ph: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

**ESTIMATE**

September 27, 2021

Ozark SRD Commissioners  
Ozark Special Road District  
P.O. Box 688  
Ozark, MO 65712

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

PressurePave® - \$1.12

MAQS®-3 Surfacing - \$5.13

MAQS®-2 Flex - \$3.89

MAQS®-2 Surfacing - \$3.89

| <b>Meadowbrook Subdivision</b> | <b>From: Off NN Hwy</b> | <b>To:</b>         | <b>Yd2:</b> | <b>3,422.00</b> |
|--------------------------------|-------------------------|--------------------|-------------|-----------------|
| PressurePave                   |                         | \$3,832.64         | Flex yd2:   | -               |
| MAQS-Flex                      |                         | \$0.00             |             |                 |
| MAQS-2                         |                         | \$14,908.97        |             |                 |
| <b>Total</b>                   |                         | <b>\$18,741.61</b> |             |                 |

| <b>McCracken Rd</b> | <b>From: Riverside Rd</b> | <b>To: 6th Ave</b> | <b>Yd2:</b> | <b>2,873.00</b> |
|---------------------|---------------------------|--------------------|-------------|-----------------|
| PressurePave        |                           | \$3,217.76         | Flex yd2:   | 37.00           |
| MAQS-Flex           |                           | \$143.93           |             |                 |
| MAQS-2              |                           | \$12,517.09        |             |                 |
| <b>Total</b>        |                           | <b>\$15,878.78</b> |             |                 |

*JGA*

**Greenbridge Rd**      **From:** Riverside Rd      **To:** Smyrna Rd      **Yd2:** 17,414.00

|              |                    |           |       |
|--------------|--------------------|-----------|-------|
| PressurePave | \$19,503.68        | Flex yd2: | 53.00 |
| MAQS-Flex    | \$206.17           |           |       |
| MAQS-2       | \$75,869.32        |           |       |
| <b>Total</b> | <b>\$95,579.17</b> |           |       |

*IGA*

~~**N 17th St**      **From:** N 19th St      **To:** Kissee Trail      **Yd2:** 1,773.00~~

|              |                   |           |       |
|--------------|-------------------|-----------|-------|
| PressurePave | \$1,985.76        | Flex yd2: | 53.00 |
| MAQS-Flex    | \$206.17          |           |       |
| MAQS-2       | \$6,896.97        |           |       |
| <b>Total</b> | <b>\$9,088.90</b> |           |       |

*Delete*

**N 17th St**      **From:** Kissee Trail      **To:** Brian Ln      **Yd2:** 4,030.00

|              |                    |           |   |
|--------------|--------------------|-----------|---|
| PressurePave | \$4,513.60         | Flex yd2: | - |
| MAQS-Flex    | \$0.00             |           |   |
| MAQS-2       | \$15,676.70        |           |   |
| <b>Total</b> | <b>\$20,190.30</b> |           |   |

**Kissee Trail**      **From:** N 17th St      **To:** Hwy NN      **Yd2:** 3,089.00

|              |                    |           |   |
|--------------|--------------------|-----------|---|
| PressurePave | \$3,459.68         | Flex yd2: | - |
| MAQS-Flex    | \$0.00             |           |   |
| MAQS-2       | \$12,016.21        |           |   |
| <b>Total</b> | <b>\$15,475.89</b> |           |   |

**N 15th St**      **From:** Kissee Trail      **To:** southwest end      **Yd2:** 1,156.00

|              |                   |           |   |
|--------------|-------------------|-----------|---|
| PressurePave | \$1,294.72        | Flex yd2: | - |
| MAQS-Flex    | \$0.00            |           |   |
| MAQS-2       | \$4,496.84        |           |   |
| <b>Total</b> | <b>\$5,791.56</b> |           |   |

**N 16th St**      **From:** Kissee Trail      **To:** south end      **Yd2:** 4,115.00

|              |                    |           |   |
|--------------|--------------------|-----------|---|
| PressurePave | \$4,608.80         | Flex yd2: | - |
| MAQS-Flex    | \$0.00             |           |   |
| MAQS-2       | \$16,007.35        |           |   |
| <b>Total</b> | <b>\$20,616.15</b> |           |   |

**Brian Ln**      **From:** N 17th St      **To:** N 16th St      **Yd2:** 817.00

|              |                   |           |   |
|--------------|-------------------|-----------|---|
| PressurePave | \$915.04          | Flex yd2: | - |
| MAQS-Flex    | \$0.00            |           |   |
| MAQS-2       | \$3,178.13        |           |   |
| <b>Total</b> | <b>\$4,093.17</b> |           |   |

|                         |  |                                   |                    |           |
|-------------------------|--|-----------------------------------|--------------------|-----------|
| <b>25th St</b>          | <b>From:</b> Hwy CC  | <b>To:</b> Westwind Dr            | <b>Yd2:</b>        | 10,428.00 |
| PressurePave            |  | \$11,679.36                       | Flex yd2:          | 394.00    |
| MAQS-Flex               |  | \$1,532.66                        |                    |           |
| MAQS-2                  |  | \$40,564.92                       |                    |           |
| <b>Total</b>            |  | <b>\$53,776.94</b>                |                    |           |
| <b>Fremont (MAQS-3)</b> | <b>From:</b> <del>Hwy 14 pavement change</del> <sup>Longview</sup> | <b>To:</b> Hwy 14 pavement change | <b>Yd2:</b>        | 28,418.00 |
| PressurePave            |  | \$31,828.16                       | Flex yd2: Longview | -         |
| MAQS-Flex               |  | \$0.00                            |                    |           |
| MAQS-2                  |  | \$145,784.34                      |                    |           |
| <b>Total</b>            |  | <b>\$177,612.50</b>               |                    |           |
| <b>Longview</b>         | <b>From:</b> Fremont   | <b>To:</b> N 20th St              | <b>Yd2:</b>        | 14,149.00 |
| PressurePave            |  | \$15,846.88                       | Flex yd2:          | -         |
| MAQS-Flex               |  | \$0.00                            |                    |           |
| MAQS-2                  |  | \$55,039.61                       |                    |           |
| <b>Total</b>            |  | <b>\$70,886.49</b>                |                    |           |
| <b>Nottingham Dr</b>    | <b>From:</b> Greenbridge Rd  | <b>To:</b> Cul-de-sac             | <b>Yd2:</b>        | 4,003.00  |
| PressurePave            |  | \$4,483.36                        | Flex yd2:          | -         |
| MAQS-Flex               |  | \$0.00                            |                    |           |
| MAQS-2                  |  | \$15,571.67                       |                    |           |
| <b>Total</b>            |  | <b>\$20,055.03</b>                |                    |           |

*Delete*

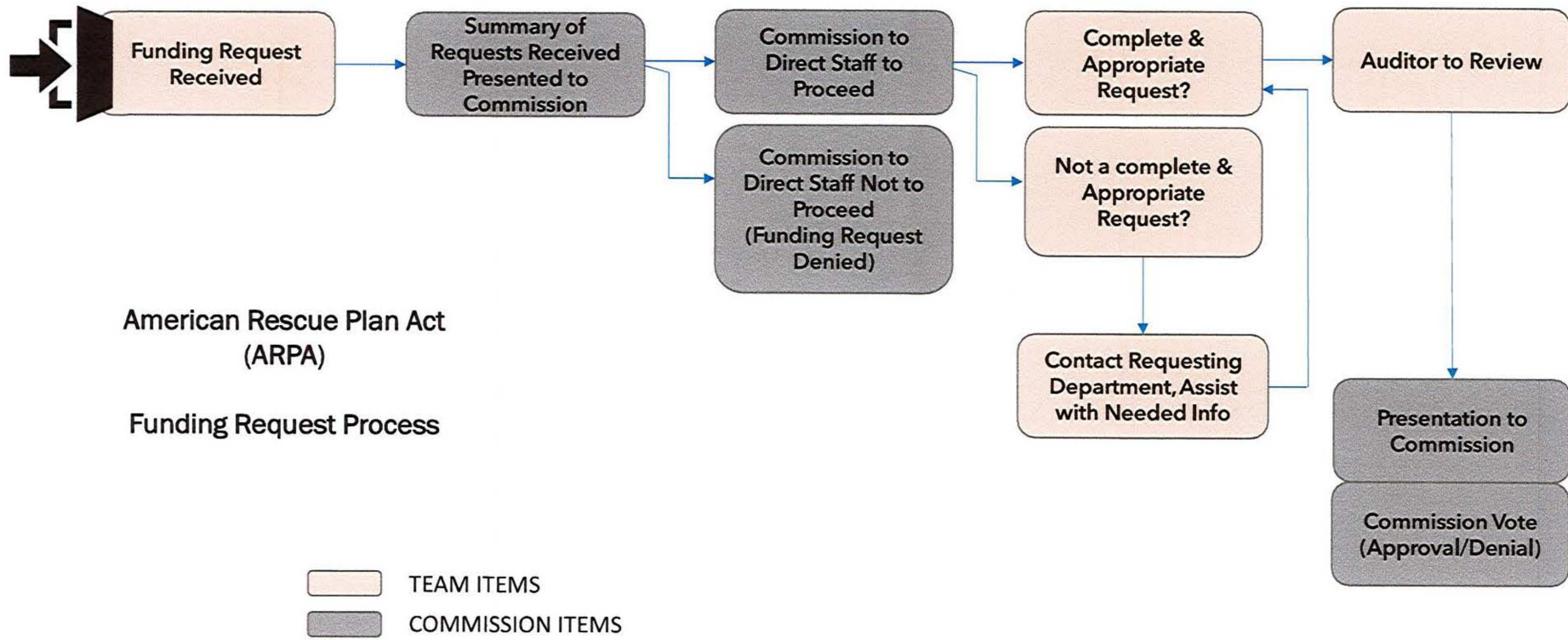
*IGA*

*IGA*

**GRAND TOTAL: \$527,786.48**

*10/7 phone conf Brian (micro seal)*

*48 hours after.*







## CHRISTIAN COUNTY AMERICAN RESCUE PLAN ACT (ARPA) FUND USE REQUEST FOR PROPOSALS

### **Background:**

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") program. This program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

Christian County (the "County") received \$8,604,270 (half) of the \$17,208,540 in ARPA funds in May 2021. We expect the other half in May 2022. Funds must be obligated by December 31, 2024. The Christian County Commission formed an ad hoc sub-committee titled ARPA Funding Committee (the "Committee") to review proposals for the use of the funds. As part of the planning process, the Christian County Commission has called for projects & funding requests utilizing the American Rescue Plan Act ("ARPA") funds. These funds are restricted to public health & economic impacts of the COVID-19 public health emergency & necessary investments in water, sewer, or broadband infrastructure.

This call for projects is currently open to the following entities within Christian County:

All County offices and departments

And if sponsored by or in partnership with;

- Other special purpose units of local government not already receiving ARPA funding
- Private not-for-profit organizations providing eligible services

### **Process:**

Proposals may be submitted now through October 24, 2023. As projects are approved, the available funds will be reduced. All proposals received will be reviewed by the ARPA Funding Committee. Once reviewed, recommendations for all proposals will be submitted to the County Commission for approval.

There is no specific timeframe for the committee and County Commission's review and decision regarding any individual proposal. The committee and the County Commission will communicate results to agencies/organizations as circumstances dictate.

This request for proposals and the process described herein are intended to help the County effectively and efficiently determine the best uses of CSLFRF Funds; however the County (acting through the Committee, the County Commission or otherwise) may, in its discretion, seek and accept formal or informal proposals and make determinations as to the use of CSLFRF funds outside the process described in this request for proposals, with or without notice to the agencies/organizations that respond to this request for proposals.



# CHRISTIAN COUNTY AMERICAN RESCUE PLAN ACT (ARPA) FUND USE PROPOSAL

Proposal # (Internal Use):

Administrative Address: 1106 W. Jackson St., Ozark, MO 65721

Email: [arpa@christiancountymo.gov](mailto:arpa@christiancountymo.gov)

Proposal must be completed in full to be considered. Completed documents may be sent electronically or by mail using the information above.

## General Information

|  |                         |                              |     |
|--|-------------------------|------------------------------|-----|
| Project Name                                 |                         | Office / Dept / Organization |     |
| Primary Contact Person                       |                         | Title                        |     |
| Address                                      |                         |                              |     |
| City   |                         | State                        | Zip |
| Telephone No.                                | Alternate Telephone No. | Email:                       |     |
| Partner / Sponsoring Office (if required)    |                         | Contact Person               |     |
| Provide Project Mission Statement / Purpose: |                         |                              |     |

## Requirements:

All proposals must adhere to guidelines governing the use of ARPA funds. (Interim Final Rule, U.S. Department of Treasury FAQ's) Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.

### Expenditure Category: Public Health

- 1.1  COVID-19 Vaccination
- 1.2  COVID-19 Testing
- 1.3  COVID-19 Contact Tracing
- 1.4  Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)
- 1.6  Medical Expenses (including Alternative Care Facilities)
- 1.7  Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
- 1.8  Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
- 1.12  Other Public Health Services

### Expenditure Category: Negative Economic Impacts

- 2.1  Household Assistance: Food Programs
- 2.2  Household Assistance: Rent, Mortgage, and Utility Aid
- 2.7  Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)
- 2.9  Small Business Economic Assistance (General)
- 2.10  Aid to nonprofit organizations
- 2.11  Aid to Tourism, Travel, or Hospitality
- 2.12  Aid to Other Impacted Industries
- 2.13  Other Economic Support
- 2.14  Rehiring Public Sector Staff

### Expenditure Category: Services to Disproportionately Impacted Communities

- 3.16  Social Determinants of Health: Community Violence Interventions

### Expenditure Category: Infrastructure

- 5.1  Clean Water: Centralized wastewater treatment
- 5.2  Clean Water: Centralized wastewater collection and conveyance
- 5.3  Clean Water: Decentralized wastewater
- 5.4  Clean Water: Combined sewer overflows
- 5.5  Clean Water: Other sewer infrastructure
- 5.6  Clean Water: Stormwater
- 5.7  Clean Water: Energy conservation
- 5.8  Clean Water: Water conservation
- 5.9  Clean Water: Nonpoint source
- 5.10  Drinking water: Treatment
- 5.11  Drinking water: Transmission & distribution
- 5.12  Drinking water: Transmission & distribution: lead remediation
- 5.13  Drinking water: Source
- 5.14  Drinking water: Storage
- 5.15  Drinking water: Other water infrastructure
- 5.16  Broadband: "Last Mile" projects
- 5.17  Broadband: Other projects

### Administrative and Other

- 7.2  Evaluation and data analysis
- 7.3  Transfers to Other Units of Government

**Financial Overview—Must match Budget Overview Sheet**

Funding requested: \$ \_\_\_\_\_ Total Project Cost: \$ \_\_\_\_\_

Can your project be fully committed (under contract) by December 2024?  Yes  No

Can your project be completed by December 2026?  Yes  No

**Proposal Details** (Please provide responses to all questions. Additional documents may be attached as needed)

**1. Program/Project Name**

\_\_\_\_\_

**2. Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services/ improvements / benefits will be provided)?**

**3. Project Outcomes**

Describe how the success of your project/program will be evaluated and what is the desired community impact.

**4. Project Eligibility**

Please cite specific applicable references from the Interim Final Rule, US Treasury Guidance FAQs, or the Act itself which clearly suggests your project is an eligible use of ARPA funds.

**5. Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?**

**6. Agency/Organization Auditing and Fiscal Controls**

- a. Briefly describe your agency/organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste and mismanagement.
- b. How does your agency/organization plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit?

**7. Contingency Plan**

If your request is not fully funded, what adjustments are you prepared to make?

**8. If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?**

**9. Describe the project/program timeline and milestones.**

**6. Project Budget**

a. Briefly explain the project expenses related to this proposal. This should match with the Budget Overview (page 2). *An example budget can be found at the end of this document*

| ITEM         | ARPA FUNDS | MATCH |         | TOTAL |
|--------------|------------|-------|---------|-------|
|              | REQUEST    | CASH  | IN-KIND |       |
|              |            |       |         |       |
|              |            |       |         |       |
|              |            |       |         |       |
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|              |            |       |         |       |
|              |            |       |         |       |
| <b>TOTAL</b> |            |       |         |       |

**Please Note:** Prior to disbursement of any funds, requestor must be prepared to demonstrate that all applicable bidding and procurement requirements have been met by providing copies of bids or other documentation which shows compliance.

**THE AUTHORIZED REPRESENTATIVE UNDERSTANDS:**

1. This proposal and other materials submitted to Christian County may be subject to disclosure under Missouri's Freedom of Information Act, and the County's review of such materials will be subject to Missouri's Open Meetings Act. The authorized representative may mark documents "confidential" if the documents contain proprietary information; however, the County will make the ultimate determination as to its disclosure and public deliberation obligations under Missouri law.
2. Submitting false or misleading information may result in this proposal being found ineligible for financial assistance under the funding program, and the authorized representative may be subject to civil and/or criminal prosecution.
3. Approved projects will be required to submit appropriate documentation to substantiate reimbursement requests, compliance with applicable bidding and procurement requirements and will be subject to audit accountability standards.
4. This form and criteria may be subject to change, as determined by the U.S. Treasury Department.

Yes  No - I certify that the requested funding is needed to ensure this project will happen in Christian County.

*By signing below, the applicant agrees to provide all supporting information for grant payments and the applicant acknowledges that funds received are from federal stimulus grants (CFDA number 21.027) and are to be reported under the Single Audit Act and comply with all applicable guidance and regulations therein, including the requirement for a single audit if your entity receives over \$750,000 in federal funds during the fiscal year. All reporting requirements under the Single Audit Act must be adhered. All guidelines for ARPA must be followed*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name

*If this proposal is partnership with or being sponsored by a County office please complete the section below*

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Office / Department*

# **EXAMPLE - PROJECT BUDGET**

Please provide a line item detailed budget for the project. Please specify whether your various match items will be cash or in-kind.

| ITEM                  | ARPA FUNDS<br>REQUEST | MATCH    |         | TOTAL    |
|-----------------------|-----------------------|----------|---------|----------|
|                       |                       | CASH     | IN-KIND |          |
| Personnel             | \$10,000              | \$5,000  |         | \$15,000 |
| Building Materials    | \$20,000              | \$5,000  | \$5,000 | \$30,000 |
| Rent                  | \$25,000              |          |         | \$25,000 |
| Advertising/Marketing | \$5,000               |          | \$2,500 | \$7,500  |
|                       |                       |          |         |          |
|                       |                       |          |         |          |
|                       |                       |          |         |          |
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|                       |                       |          |         |          |
|                       |                       |          |         |          |
|                       |                       |          |         |          |
| <b>TOTAL</b>          | \$60,000              | \$10,000 | \$7,500 | \$77,500 |



**CHRISTIAN COUNTY AND GREENE COUNTY  
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

**THIS AGREEMENT** is entered into by and between Greene County, Missouri, a political subdivision of the State of Missouri, and Christian County, Missouri, a political subdivision of the State of Missouri by and through the powers of each party's respective County's Commissioners.

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Section 70.210 and 70.220, RSMo (2010) authorize governments to cooperate and contact with one another in various matters including combined competitive bidding procedure, to acquire goods and services from the lowest and best bidder; and

**WHEREAS**, both parties desire to cooperate with each other for the purpose of acquiring goods and services, in accordance with the competitive bidding requirements set forth in Section 50.660 RSMo., and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs; and

**WHEREAS**, the parties are authorized and eligible to contract with governmental bodies and vendors to perform governmental functions and services, including the purchase of goods and services pursuant to Missouri Attorney General opinion NO. 28-86; and

**WHEREAS**, the parties to desire to contract with vendors under the terms of this cooperative purchasing agreement provided the awarded vendor agrees to the cooperative language with said contracts; and

**WHEREAS**, no financial obligation will exist between the two political subdivisions due to said contracts.

**NOW, THEREFORE**, the parties agree as follows:

1. The "WHEREAS" clauses stated above are incorporated herein by reference.
2. Use of Bid, Proposal, or Price Agreement
  - a. "Procuring Party" is defined as either Greene County, Missouri or Christian County, Missouri which is a participant of this agreement who seeks to purchase goods or services from a vendor which was awarded a contract by one of the parties to this agreement subsequent to the completion of all applicable solicitation and procurement requirements set forth in Section 50.660 RSMo.
  - b. Each procuring party shall be solely responsible for their own purchase of goods and services under this agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring part.
  - c. The procuring party shall not use this agreement as a method of obtaining additional concessions or reduced prices for similar goods and services outside the scope of this Intergovernmental Cooperative Agreement.
  - d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
  - e. The cooperative use of bids, proposals, or price agreements obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, proposal, or price agreement, including the awarded vendor agreeing to the cooperative language in said contract that was awarded, which will allow the other party to elect to purchase goods or services from the vendor at the same price and terms.
3. Payment Obligations: A procuring party will make timely payments to vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring

party. Disputes between procuring party and vendor shall be resolved in accordance with the law and venue rules of the state of Missouri.

4. Commencement Date: This Agreement shall take effect after execution of the Intergovernmental Cooperative Purchasing Agreement by representatives of each participating party.
5. Termination of Agreement: This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the other procuring party.
6. Entire Agreement: This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.
7. Changes and Amendments: This Agreement may be amended only by written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
8. Severability: All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE COUNTY CLERK OF THE PARTY'S COUNTY.

PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of Christian County, Missouri ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating the purchase of goods and services that from time to time are made available by a participating party and a Vendor awarded a contract after satisfying the competitive bidding requirements of Section 50.660 RSMo., and the vendor agreement to be bound by this Intergovernmental Cooperative Purchasing Agreement with regard to the pricing and sale of goods or services to the participating parties.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Party and that the non-participating party shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or the other Participating Party. Upon award of a contract, the Vendor shall deal directly with the Participating Party concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is duly authorized to sign this Participating Agency Endorsement and Authorization.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 21<sup>st</sup> & 25<sup>th</sup> day of

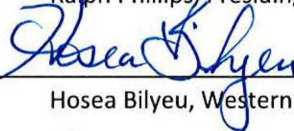
October, 2021 at Christian County, Missouri.

DATED: 10/21/2021



Ralph Phillips, Presiding Commissioner

DATED: 10/21/2021



Hosea Bilyeu, Western Commissioner

DATED: 10/25/21



Lynn Morris, Eastern Commissioner

Attested By 

APPROVED AS TO FORM:

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

PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of Greene County, Missouri ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating the purchase of goods and services that from time to time are made available by a participating party and a Vendor awarded a contract after satisfying the competitive bidding requirements of Section 50.660 RSMo., and the vendor agreement to be bound by this Intergovernmental Cooperative Purchasing Agreement with regard to the pricing and sale of goods or services to the participating parties.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Party and that the non-participating party shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or the other Participating Party. Upon award of a contract, the Vendor shall deal directly with the Participating Party concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is duly authorized to sign this Participating Agency Endorsement and Authorization.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at **Greene County, Missouri**.

DATED: \_\_\_\_\_  
Box Dixon, Presiding Commissioner

DATED: \_\_\_\_\_  
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

DATED: \_\_\_\_\_  
John C. Russell, Commissioner 2<sup>nd</sup> District

Attested By: \_\_\_\_\_

APPROVED AS TO FORM:  
John W. Housley, Attorney at Law  
901 St. Louis St 20<sup>th</sup> Floor  
Springfield, MO 65806 Phone:  
417-866-7777 Fax: 417-866-1752