

**ADAIR COUNTY COMMISSION MINUTES
MONDAY, MARCH 1, 2021
12TH DAY JANUARY ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on March 1, 2021 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 a.m., the Commission conducted a bid opening to provide prisoner meals for the Adair County Sheriff's Department. Present at the bid opening along with the Commission were Adair County Sheriff Eldon Grissom; Administrative Section Chief/Financial Director, Danica Collinge; Senior Detention Officer, John Axsom; and Tiger Correctional Service representative, Kevin Tiggard.

Bids were opened and read aloud by Adair County Presiding Commissioner Shahan. Five bids were received. They included Kellwell Food Management; Consolidated Correctional Food Service; Tiger Correctional Services; Riverside Restaurant in Hannibal; and Summit Food Service. The bids will be evaluated by the Commission as well as members of the Sheriff's Department. The bid will be awarded at 10:00 a.m. on Wednesday, March 3, 2021.

Presiding Commissioner Shahan signed the Statement of Work and Notice of Eligibility Youth Seat Belt Enforcement Campaign grant paperwork. The value of the award is \$400, and the period of performance is March 15, 2021 through March 31, 2021.

Presiding Commissioner Shahan signed training terms and conditions for Adair County Assessor, Kent Bryant, and his employee to attend the Survey & Mapping, LLC (SAM) professional GIS services. The training will be held in Maryville, Missouri soon.

The Adair County Commission adjourned at 4:00 p.m. on March 1, 2021.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, March 1, 2021:

None

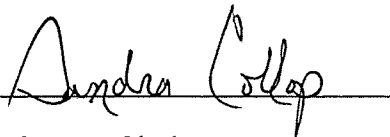
IN REF. ORDER NO 13 Adair County Clerk Fees for February 2021

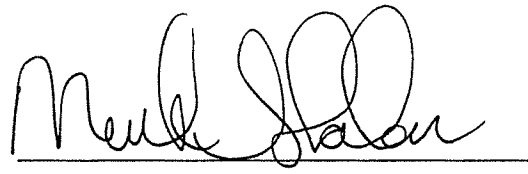
IN REF. ORDER NO 14 Add-Ons and Releases for February 2021

IN REF. ORDER NO 15 Adair County Collector Fees for February 2021

Continued on page 227.

ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES MONDAY, MARCH 1, 2021

Continued from page 226.

IN REF. ORDER NO 16 Bids for Prisoner Meals at Adair County Sheriff's Office

Meal prices have been averaged over a 31 day period, so the price doesn't change. Attachment A
Financial Proposal - 2 Hots & 1 Cold Option (7 days/week)
Snack is provided for diabetic and pregnant inmates

Inmate Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95

Financial Proposal - 2 Hots & 1 Cold Option (5 days/M-F) & 2 Colds & 1 Hot (other 2 days/weekend)

Inmate Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95	Breakfast 6.95 Lunch 9.95 Dinner 11.95 Snack 3.95

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name: Livestock Restaurant
 Authorized Signature: Tammy Riley
 Print Name: Tammy Riley Date: 01/28/2021
 Request for Proposal and Proposal Form Bidder's Initials: TR

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Attachment A
Financial Proposal - 2 Hots & 1 Cold Option (7 days/week)

Inmate Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.510	\$2.882	\$3.471	\$4.024

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$4.50	\$4.50	\$4.50	\$4.50

If the Inmate count drops below 30 Inmates per meal, Consolidated will invoice the Client for a minimum of 30 meals at the 30 meal rate.

Financial Proposal - 2 Hots & 1 Cold Option (5 days/M-F) & 2 Colds & 1 Hot (other 2 days/weekend)

Inmate Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.490	\$2.882	\$3.451	\$3.995

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$4.50	\$4.50	\$4.50	\$4.50

If the Inmate count drops below 30 Inmates per meal, Consolidated will invoice the Client for a minimum of 30 meals at the 30 meal rate.

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name: Consolidated Correctional Foodservice
 Authorized Signature: Dominic Trader
 Print Name: Dominic H. Trader Date: 01/28/2021
 Request for Proposal and Proposal Form Bidder's Initials: DT

Attachment A
Financial Proposal - 2 Hots & 1 Cold Option (7 days/week)

Inmate Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.55	\$3.00	\$3.20	\$3.40

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.55	\$3.00	\$3.20	\$3.40

Financial Proposal - 2 Hots & 1 Cold Option (5 days/M-F) & 2 Colds & 1 Hot (other 2 days/weekend)

Inmate Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.52	\$2.97	\$3.17	\$3.37

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.52	\$2.97	\$3.17	\$3.37

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name: Kidwell Food Management
 Authorized Signature: Joseph Brownell
 Print Name: Joseph Brownell Date: 02/23/2021
 Request for Proposal and Proposal Form Bidder's Initials: JB

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Attachment A
Financial Proposal - 2 Hots & 1 Cold Option (7 days/week)

Inmate Meals					Religious Meals - \$4.50
Inmate Population	50 +	40 - 49	31 - 39	30 -	
Cost Per Meal	\$2.142	\$2.526	\$3.176	\$ TBN	

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.142	\$2.526	\$3.176	\$ TBN

Financial Proposal - 2 Hots & 1 Cold Option (5 days/M-F) & 2 Colds & 1 Hot (other 2 days/weekend)

Inmate Meals					Religious Meals - \$4.50
Inmate Population	50 +	40 - 49	31 - 39	30 -	
Cost Per Meal	\$2.136	\$2.519	\$3.169	\$ TBN	

Staff Meals				
Inmate Population	50 +	40 - 49	31 - 39	30 -
Cost Per Meal	\$2.136	\$2.519	\$3.169	\$ TBN

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name: Summit Foodservice LLC
 Authorized Signature: Martin C. Seino
 Print Name: Martin C. Seino, Jr. Date: 2/19/2021
 Request for Proposal and Proposal Form Bidder's Initials: MS

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Continued on page 228.

ATTEST: Andrea Collop
 County Clerk

Mark Shahan
 Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES MONDAY, MARCH 1, 2021

Continued from page 228.

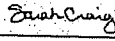

Project Description & Total Amount of Federal Pass-Through to PTE:
Through management of the Occupant Protection overtime enforcement campaigns, provide law enforcement agencies with the resources to fund full, part-time, and reserve officers overtime pay for enforcement in targeted locations to increase the awareness and compliance of seat belt usage by all Missouri drivers and passengers during the national and state campaigns. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri HSD. The total amount of the Federal pass-through funding to PTE is \$231,151.00.

Termination of Agreement for cause:
Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under CHS 2 C.F.R. Parts 200 and 1201.

Governing Law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Reimbursable Amount: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to \$400 to the Adair County Sheriff's Dept. to support officer overtime on the Youth Seat Belt Enforcement Campaign. In its performance of work under the terms of this agreement, Agency shall be an independent entity and not an employee or agent of UCM.

Attachments:
Attachment A: Statement of Work and Notice of Eligibility
Attachment B: Contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center

<p>Signature of Authorized Official of PTE (UCM): </p> <p>Printed Name: Sarah Craig Date: 10/17/2020</p> <p>Title: Director, Sponsored Programs</p> <p>UCM Project Address: Missouri Safety Center Attn: Mandy Sargent Humphrey Building, Suite 200 Warrensburg, MO 64093</p> <p>Phone: 660-543-4392 Fax: 660-543-4482 Email: sargent@ucmo.edu Subaward Number: S4F143-0001</p>	<p>Signature of Authorized Official of Subrecipient (Agency): </p> <p>Printed Name: Mark Shahan Date: 3-1-2021</p> <p>Title: Enforcement Administrator of Subrecipient</p> <p>Printed Name: Mark Shahan Date: 3-1-2021</p> <p>Agency Address: 101 W. Washington Warrensburg, MO 64093</p> <p>Agency Phone: 660-605-2293 Agency Email: mshahan@adair-co.mo.gov</p>
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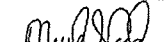
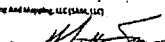
IN REF. ORDER NO 18 Surveying & Mapping LLC Training Terms and Conditions for Adair County Assessor

SAM

STANDARD TERMS AND CONDITIONS

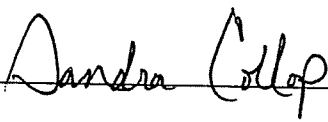
1. **Access to Data:** Unless otherwise stated, SAM, LLC will have access to the site for scientific recovery the easements of the contract. SAM, LLC will take precautions to minimize damage due to these activities, but is not liable for the cost of restoration of any resulting damage.
2. **Ownership of Documents:** Client acknowledges that original papers, documents, maps, reports, digital data and other work product and copies thereof, produced by SAM, LLC pursuant to this agreement shall remain the property of SAM, LLC, except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the work product and other product produced pursuant to this agreement will terminate with the termination of this agreement and the terms and conditions of this agreement and Client has purchased all rights under this agreement.
3. **Copyright:** The parties agree that all portions of the United States and Texas Copyright laws shall be applicable to the work product in the hands of SAM, LLC. Neither party has and retains the right to use any work product or data for any other purpose without the written consent of the other party.
4. **Insurance:** Insurance for fees and all other charges will be administered according to all services rendered at the work programs, and the cost thereof shall be the sole responsibility of the Client at SAM, LLC office in Adair, Texas County, Texas.
5. **Client's obligation to pay:** Client's obligation to pay is when that of Client, and the acts or omissions of any third party shall not affect that obligation. All work done and not completed shall be performed as per plan. In case of non-payment, all past due amounts will have a late charge of one and one-half percent (1 1/2%) per month until paid. The Client shall pay an advance fee of \$2000 in advance of starting any work. In the event that Client fails to pay SAM, LLC within thirty (30) days after the invoice is rendered, then Client agrees that SAM, LLC shall have the right to close or suspend work and transfer the work product to another third party without notice.
6. **Termination of Contract:** This Agreement may be terminated by either party upon ten (10) days' written notice, by mutual consent or in the event of material breach of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, LLC shall then be paid for the services completed up to the time of the termination date based upon the agreed upon fee schedule.
7. **Indemnification:** Client or Samco in connection with the work product produced under this agreement between Client and SAM, LLC shall be liable for all claims, damages, losses and expenses, including reasonable attorney's fees and defense costs, arising out of or from any work performed with the performance of any of the terms above stated of the contract under this agreement, including only those damages, liabilities or costs attributable to the negligence or willful misconduct of SAM, LLC.
8. **Assignment of Rights:** In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, LLC, the parties have agreed that the Client agrees that, to the extent permitted by law, SAM, LLC shall be the sole party to the Client for any and all claims, damages, losses, expenses, damages or other expenses arising out of this agreement from any cause or causes that shall not be paid by the Client to SAM, LLC, including any state law. For the services rendered, SAM, LLC shall be held to SAM, LLC's obligation, terms, conditions, and liability, breach of contract or breach of warranty.
9. **Assignment:** Client effectively represents and agrees that liability is attached to arise from this Agreement, either as the donor or as officer of Adair County, MO, and Company's duly authorized agent, trustee or executor for the purpose of executing this Agreement.
10. **Professional Services:** All surveying services in Missouri are regulated under the Missouri Edition of Professional Legislation.
11. **Use of Work Product:** SAM, LLC understands that Client is requesting services to be performed under the applicable laws in order for the purposes of providing such information to other parties including, but not limited to, state, county or governmental entities and other interested parties. Client agrees that the work product prepared by SAM, LLC may not be altered in any way or used for the additional purposes or to which copies may be made or incorporated into work product from other documents. SAM, LLC agrees to provide copies of the work product and shall agree upon both parties described in the work order form.

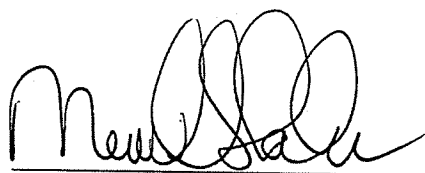
Surveying and Mapping LLC (SAM, LLC)

 
 Mark Shahan Mandy Sargent
 Presiding Commissioner County Assessor
 Adair County Adair County

sam.bl

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ATTEST: 
 County Clerk


 Presiding Commissioner, Mark Shahan


ADAIR COUNTY COMMISSION MINUTES
MONDAY, MARCH 1, 2021

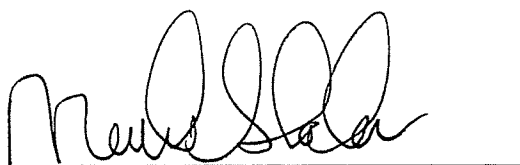
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IN REF. ORDER NO 19 Certificate of Training for Adair County Assessor, Ken Bryant



ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan