

ADAIR COUNTY COMMISSION MINUTES
TUESDAY, OCTOBER 20, 2020
7TH DAY OCTOBER REGULAR

The Adair County Commission convened at 8:30 a.m. on October 20, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 2:00 p.m., the Commission reviewed a request from the Avenues Domestic and Sexual Violence Advocacy Service. The request was received by the County Commission on September 29, 2020. The organization had originally contacted the Circuit Clerk's office with a request to obtain County funds pursuant to MO Rev. Statute 455.125. They were referred to the County Commission.

A second request had also been received from The Helping Hands Abuse & Crisis Center (HHACC) of Hickory County in Hermitage, Missouri. They had sent a request to obtain the same County funds to be used for funding of a shelter. Applications were due October 1, 2020. The application from HHACC, however, was not received in the County until after the deadline. It was post marked October 2, 2020.

Commissioner King moved to grant the request of Avenues Domestic and Sexual Violence Advocacy Service. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. The agency will receive the balance of the Adair County Domestic Violence fund as of December 31, 2020. They serve Adair County. The amount will be included in the 2021 Adair County budget and will be expended upon approval. Notification of the Commission's decision to award Avenues the funding will occur on or before November 15, 2020.

At 2:30 p.m., the Commission acted on applications from organizations within Adair County for funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.

Commissioner Thompson moved to approve an application from Reflections 2000 in the amount of \$12,025.27 (Application #54). Commissioner King seconded the motion. Presiding Commissioner Shahan abstained from the motion. Commissioner King and Commissioner Thompson voted in favor of the motion.

Commissioner Thompson moved to approve an application from the Adair County Health Department in the amount of \$1,461.20 (Application #56). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

Commissioner Thompson moved to approve an application from the Adair County Health Department in the amount of \$21,266.69 (Application #57). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

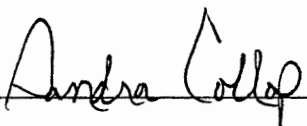
Commissioner Thompson moved to approve an application from Sun Power, LLC DBA Red Barn Solar in the amount of \$25,000.00 (Application #58). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

The Commission needs to obtain additional information to act on the application from Costello Foot and Ankle Clinic.

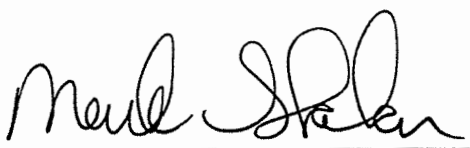
Commissioner Thompson moved to approve an application from Adair County RI Schools in the amount of \$12,132.00 (Application #60). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

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ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

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Commissioner Thompson moved to approve an application from the Adair County Health Department in the amount of \$10,321.68 (Application #61). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

Commissioner Thompson moved to approve an application from Adair County RII Schools in the amount of \$17,022.86 (Application #62). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

Commissioner Thompson moved to approve an application from AT Still University of Health Sciences in the amount of \$72,950.17 (Application #64). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

Commissioner Thompson moved to approve an application from High Hope Employment Services in the amount of \$619.70 (Application #65). Commissioner King seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion.

The Adair County Commission adjourned at 4:00 p.m. on October 20, 2020.

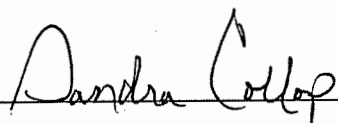
Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, October 20, 2020

None


IN REF. ORDER NO 12 Adair County Missouri Orthoimagery Update Contract

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ATTEST:



County Clerk




Presiding Commissioner, Mark Shahan

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TECHNICAL CONTRACT
Adair County Ortho Update



SCHEDULE

The aerial photography will be scheduled immediately upon Midland GIS's authorization to proceed. A Project Manager will be assigned to coordinate the production and scheduling of this project. Services will be provided on a mutually agreeable schedule after receipt of the signed copy of this contract. Both seasonal and daily weather conditions dictate when acceptable data can be captured. Our Flight Control Manager will consider these factors when planning the schedule.

FEE SCHEDULE

MARKET	SPECIFICATIONS AND DELIVERABLES	PRICE
DIGITAL ORTHOPHOTOGRAPHY - Option 1	1" x 100", 1.0" resolution color orthophotography (approximately 1,370 sq. mi.) 1" x 100", .5" resolution color orthophotography in Knoxville, Nowinger and Brashear (-12 sq. mi.)	\$31,000

Contract is good for Sixty (60) days from date of contract.

This contract is under the umbrella of the Missouri State Contract #C1170285002 for Photogrammetric Mapping Products and Services.

DELIVERY ITEMS

The following delivery items are included in the fees above:

- Digital Orthophotography
 - Accuracy Report
 - Digital orthophotography in color (3-Band), JPEF, and/or M3D mosaic format (or other format as requested)


SURDEX CORPORATION
Signature: *R.C. Hoffman*
Date: October 2, 2020

ADAIR COUNTY
Signature: *Mark Shahan*
Date: 10-20-2020

HELP US PREVENT PAYMENT FRAUD - Surdex will adhere to the original payment processing method in our contract. Surdex will not contact you to change payment processing methods. Surdex requests all questions or concerns be directed to Surdex Corporation, Accounting.

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TECHNICAL CONTRACT
Adair County Ortho Update



TERMS AND CONDITIONS

The following terms and conditions are incorporated in and together with the contract become a part of the contract between Client and Surdex Corporation ("Surdex"). Both parties agree as follows:

ACCESS

Client shall arrange for access to and make all provisions for Surdex to enter upon all public and private lands as required for Surdex to perform its services.

INVOICES / PAYMENT SCHEDULE

Client is solely responsible for payment of services; payment will in no way be conditional upon Client receipt of payment from another party. Payment schedule is to be:

- 60% due upon completion of acquisition, 40% due upon final delivery.

TERMS / INTEREST / LATE PAYMENT

Payment shall be due 30 days after receipt of an invoice. Interest shall accrue on past due invoices at the rate of 18 percent per month (1.8% per annum), or the maximum rate allowed by law, whichever is less, from the date that payment was first due.

Payments shall be applied first to accrued interest and then to unpaid principal. Client agrees to pay Surdex's fees, costs, and other reasonable expenses, including attorney's fees, incurred in any efforts to enforce any provision of this Agreement, including efforts to compel payment of past due amounts.

If a project is inactive for more than 45 days, Surdex may suspend the services and bill Client for all services performed to date.

TAXES

If Client does not provide evidence of tax exempt status prior to commencement of any services by Surdex, then Client shall be responsible for any and all taxes in connection with such services.

SURDEX'S INSURANCE REQUIREMENTS

Surdex shall maintain in force throughout the term of this Agreement insurance of the type and in the minimum amounts set forth below:

- WORKERS COMPENSATION: Statutory Coverage, including Employer's Liability with minimum limits of \$1,000,000.
- COMMERCIAL GENERAL LIABILITY: \$2,000,000 Combined Single Limit per occurrence for Bodily Injury, Personal Injury, and Property Damages, including Contractual Liability covering Surdex's indemnification obligations in the Agreement.

INDEMNITY

Surdex agrees to indemnify, defend and hold Client harmless from and against any and all claims, demands, suits, damages, and costs (including attorney's fees and cost of defense) due to bodily injury or property damage arising directly out of Surdex's negligence, but only to the extent that such indemnity is covered by Surdex's COI or Professional Liability Insurance.

As a material part of the consideration to Surdex, Surdex assumes all risk of damage to the property or injury to persons, including its agents, contractors and employees in performance of its services hereunder, and Surdex hereby waives all claims in respect thereof against Client, except for any claims arising out of Client's negligence or willful misconduct. As used in this Section, the term "Client" shall include Client's employees, agents and contractors, if applicable, and "Surdex" shall include Surdex's employees, agents and contractors, if applicable.

Client agrees to indemnify, defend and hold Surdex harmless from and against any and all claims, demands, suits, damages, and costs (including attorney's fees and cost of defense) due to bodily injury or property damage arising directly out of Client's negligence.


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TECHNICAL CONTRACT
Adair County Ortho Update



TESTING

Client shall independently verify the accuracy of Surdex's services prior to using or relying on the same (or providing the same to others for any reason), and in no event no later than six (6) months after completion of the services (the "Client Period").

If Client fails to take commercially reasonable efforts to verify the accuracy of Surdex's services as required herein, then Client shall be deemed to have waived all claims and rights of recovery against Surdex.

RIGHT TO CURE

If Client discovers errors in the deliverables within the Client Period, Client shall promptly notify Surdex, and Surdex shall have the right to correct or repair for ninety (90) days after receipt of Client's notice for such longer period if 90 days is insufficient at Surdex's sole cost.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Surdex's total aggregate liability to the Client arising out of this Agreement, whether arising in contract, warranty, tort (including negligence, strict liability, or otherwise), is limited to the Total Price paid to Surdex for this contract.

In the event of timely notice of any deficiencies, Surdex's liability extends only to correcting Surdex-related deficiencies and will in no case exceed the original fee, nor will it include any subsequent costs incurred by the client or others; said warranty does not extend to services, data, or content information provided by the client.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER CLIENT NOR SURDEX SHALL BE LIABLE TO THE OTHER FOR, AND EACH EXPRESSLY WAIVES THE RIGHT TO RECOVER CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

OTHER

Any services being provided to Client by Surdex may be terminated by either party upon ten (10) business days prior written notice, and in such event Surdex shall be paid by Client for all services performed up to and including the termination date, including reimbursable expenses.

FORCE MAJEURE

Neither Client nor Surdex shall be liable to the other for damages or delay in performance caused by acts of God, weather, strikes, labor disputes, accidents or any other event beyond the control of the other or its employees and agents.

ARBITRATION

All disputes arising out of or relating to this Agreement shall be decided by arbitration, in accordance with the rules of the American Arbitration Association. The prevailing party shall be awarded attorney's fees and costs.

OWNERSHIP OF WORK PAPERS

Surdex agrees that all materials, reports, drawings, photos, specifications, estimates, maps, computer data files, communications and other materials prepared by or for Client under the terms of this Agreement shall upon proper payment by Client to Surdex become the property of the Client. However, any programs, procedures, programs, software, or other products of Surdex, whether developed prior to or during the project, shall remain the property of Surdex, and will be loaned to Client for its use or use by others for separate compensation. Client shall not alter the same in any manner and shall waive any claim against Surdex and shall, to the fullest extent permitted by law, indemnify, defend, and hold Surdex harmless from any claim of liability for injury or loss resulting from unauthorized alteration of Surdex's work product.

CONFIDENTIALITY

Surdex shall keep confidential all information obtained from and designated as confidential by Client and shall not divulge any confidential information concerning the Project to any person or entity (other than Surdex's subcontractors, employees or other persons or entities to the extent necessary to complete the services) without written approval in granted by the Client or as ordered by a court of competent jurisdiction.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Should a conflict of laws arise from agreed to provisions, the terms of the agreement shall prevail.

EXECUTION

Upon signing of the document, this Agreement shall be binding upon and made in the benefit of the parties hereto, their successors and assigns.

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ATTEST:

Sandra Collop

County Clerk

Mark Shahan

Presiding Commissioner, Mark Shahan