

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JANUARY 3, 2017

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IN REF. ORDER NO 4 Adair County Circuit Clerk Fees for December, 2016

IN REF. ORDER NO 5 General Memorandum of Understanding for Services

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ADAIR COUNTY CLERK

General Memorandum of Understanding for Services

This Memorandum of Understanding for Services is made effective as of 1-1-16, by and between Lacy Craig and Sheriff Robert Hardwick of the Adair County Sheriff's Office.

1. **DESCRIPTION OF SERVICES:** Beginning on 1-1-16, Lacy Craig will provide to the Adair County Sheriff's Office the services (collectively call "Services"): Collect, file, sort, provide data entry and advise the Adair County Sheriff's Office of individuals who have agreed to, and are eligible for warrantless searches of their persons, property, and domicile.
2. **PAYMENT:** Payment shall be made to Lacy Craig, in the amount of \$20.00/hour, for the above listed "Services" described above. Lacy Craig shall pay all the costs associated with the above "Services", without limitations. If the Adair County Sheriff's Office fails to pay the "Services" when due, Lacy Craig has the option to treat such failure to pay as a material breach of this Memorandum of Understanding and may cancel this Memorandum of Understanding or seek legal remedies.
3. **TERM:** This Memorandum of Understanding will automatically renew annually, or until one or both parties notify the other party of a termination date, with a 30 day written notice.
4. **WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Lacy Craig in connection with the Services will be the exclusive property of the Adair County Sheriff's Office. Upon request, Lacy Craig will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of the Adair County Sheriff's Office to the Work Product.
5. **CONFIDENTIALITY:** Lacy Craig will not at any time or in any manner, either directly or indirectly, use for the personal benefits of Lacy Craig, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Adair County Sheriff's Office and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Memorandum of Understanding. Any oral or written Waiver by Lacy Craig of these confidentiality obligations which allows Lacy Craig to disclose confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Memorandum of Understanding, Lacy Craig will return to the Adair County Sheriff's Office all records, notes documentation and other items that were used, created or controlled by Lacy Craig during the term of the Memorandum of Understanding.

6. **INDEMNIFICATION:** The Adair County Sheriff's Office agrees to indemnify and hold Lacy Craig harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against Lacy Craig that result from the acts or omissions of Lacy Craig.
7. **DEFAULT:** The occurrence of any of the following shall constitute a material default under this Memorandum of Understanding:
 - a. The failure to make a required payment when due
 - b. The failure to make available or deliver the Services in the time and manner provided for in this Memorandum of Understanding
 - c. The subjecting of any or either party's property to any levy, seizure, general assignment of the benefit of creditors, application or sale for by any creditor or government agency.
 - d. The insolvency or bankruptcy of either party
8. **REMEDIES:** In addition to any and all other rights a party may have available according to law, if an party defaults by failing to substantially perform any provision, term or condition of this Memorandum of Understanding (including without limitation the failure to make a monetary payment when due), the other party may terminate the Memorandum of Understanding by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 60 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Memorandum of Understanding.
9. **FORCE MAJEURE:** If performance of this Memorandum of Understanding or any obligation under this Memorandum of Understanding is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire explosion, vandalism,

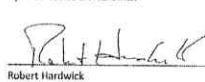
10. **DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek alternative forms of resolution in accordance with any other rights and remedies afforded them by law.
11. **ENTIRE AGREEMENT:** This Memorandum of Understanding contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Memorandum of Understanding. This Memorandum of Understanding supersedes any prior written or oral agreements between the parties.
12. **SEVERABILITY:** If any provision of this Memorandum of Understanding will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions will be deemed to be written, construed and enforced as so limited.
13. **AMENDMENT:** This Memorandum of Understanding may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
14. **GOVERNING LAW:** This Memorandum of Understanding shall be construed in accordance the laws of the State of Missouri.
15. **NOTICE:** Any notice or communications required or permitted under this Memorandum of Understanding shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.


16. **WAIVER OF MEMORANDUM OF UNDERSTANDING/RIGHT:** The failure of either party to enforce any provision of this Memorandum of Understanding shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Memorandum of Understanding.
17. **ATTORNEY'S FEES TO THE PREVAILING PARTY:** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
18. **CONSTRUCTION AND INTERPRETATION:** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Lacy Craig and Sheriff Robert Hardwick for the Adair County Sheriff's Office, effective date first above written.


Service Recipient:
Adair County Sheriff's Office


By: Sheriff Robert Hardwick


Robert Hardwick


Lacy Craig

Service Provider:
Lacy Craig


Lacy Craig

ATTEST: 
County Clerk


Presiding Commissioner