Opening

I. Call to Order

II. Action Items
   a. **Commission Order 2020-130** In the Matter of Amending Commission Order 2020-128 Relating to Adopting Limits on Places of Public Accommodation
   b. **Commission Order 2020-131** In the Matter of Authorizing the Purchasing Agent to Procure Lodging for Emergency Service Providers who may Have Been Exposed to the COVID-19 Virus

III. Discussion Items and Reports
   A. Elected Official and Departmental Reports (as needed)
   B. Commission Discussion

IV. Adjournment
STATE OF MISSOURI
County of Franklin

ss.

Thursday, March 26, 2020
Order

IN THE MATTER OF AMENDING
COMMISSION ORDER 2020-128
RELATING TO ADOPTING
LIMITS ON PLACES OF PUBLIC
ACCOMMODATION

WHEREAS, on March, 17, 2020 the County Commission of the County of Franklin, Missouri adopted Commission Order 2020-123 declaring a State of Emergency in the County of Franklin, Missouri effective 6:00 p.m. on March 17, 2020 and remaining in effect until 12:00 noon on April 17, 2020; and

WHEREAS, on March 23, 2020 the County Commission of the County of Franklin, Missouri adopted Commission Order 2020-128 placing limitations on certain places of public accommodation; and

WHEREAS, one of the places of public accommodation affected by Commission Order 2020-128 is golf courses; and WHEREAS, the County Commission has determined that golf courses can remain open provided they follow certain restrictions as set forth herein; and

WHEREAS, the spread of infectious diseases poses a significant risk to the health, safety and wellbeing of the people of the County of Franklin, Missouri; and

WHEREAS, measures to limit the spread of this virus may place a strain upon the resources of citizens, businesses, municipalities, and the County of Franklin, Missouri, and

WHEREAS, the Franklin County Health Department (“DPH”) has been closely monitoring an outbreak of respiratory illness caused by COVID-19; and

WHEREAS, COVID-19 is considered an infectious, contagious, communicable, and dangerous disease for purposes of Sections 192.020-1, 192.139, & 193.300, RSMo., 19 CSR 20-20.020, and other state and local laws; and

WHEREAS, This order serves to limit the spread of COVID-19 in Franklin County and to limit the spread of such disease within Franklin County; and

WHEREAS, the County Commission of the County of Franklin, Missouri has the authority pursuant to the provisions of state law including, but not limited to, Section 192.300 RSMo. to make and promulgate orders, rules or regulations, respectively as will tend to enhance the public health and prevent the entrance of infectious, contagious, communicable or dangerous diseases into the County of Franklin, Missouri; and

WHEREAS, after the promulgation and adoption of such orders, rules or regulations by the County Commission of the County of Franklin, Missouri the County Commission shall make and enter an order or record declaring such orders, rules or regulations to be printed and available for distribution to the public in the Office of the County Clerk, and shall

Commission Order 2020-130
require a copy of such order to be published in some newspaper in the County in three successive weeks, not later than thirty days after the entry of such order, rule or regulation; and

WHEREAS, to limit the spread of COVID-19, to protect the public health, and to provide essential protections to the people of the County of FRANKLIN, Missouri it is reasonable and necessary to impose limited and temporary restrictions on the use of certain places of public accommodation.

IT IS THEREFORE ORDERED, beginning immediately, that Commission Order 2020-128 is hereby amended to allow golf courses to remain open to the public provided, however, that the following restrictions shall apply:

a) All clubhouses shall remain closed;
b) No more than one (1) person may ride in a golf cart;
c) Golfers shall be permitted to walk the golf course;
d) No flags or pins shall be placed in any hole at any time. All flagsticks and/or pins shall be removed prior to the start of any play;
e) No more than four (4) golfers may play as a group; and
f) The golf course owner/operator shall stagger tee times so that all players shall maintain social distancing (requiring people to be at least six (6) feet apart).

IT IS FURTHER ORDERED, that each and every remaining provision of Commission Order 2020-128 not specifically amended herein shall remain in full force and effect.

IT IS FURTHER ORDERED, that this order shall be effective immediately upon passage and it shall remain in effect until 12:00 noon on April 17, 2020.

IT IS FURTHER ORDERED, that if any part of this Commission Order is invalid for any reason, such invalidity shall not affect the remainder of this Order.

IT IS FURTHER ORDERED, that a copy of this Order be provided to Tim Baker, County Clerk, and that a copy of this order be printed in the Missourian for three successive weeks commencing immediately upon the adoption of this Order.

__________________________________________
Presiding Commissioner

__________________________________________
Commissioner of 1st District

__________________________________________
Commissioner of 2nd District
COMMISSION ORDER

IN THE MATTER OF AUTHORIZING
THE PURCHASING AGENT
TO PROCURE LODGING FOR
EMERGENCY SERVICE PROVIDERS
WHO MAY HAVE BEEN EXPOSED
TO THE COVID-19 VIRUS

WHEREAS, on March, 17, 2020 the County Commission of the County of Franklin, Missouri adopted Commission Order 2020-123 declaring a State of Emergency in the County of Franklin, Missouri effective 6:00 p.m. on March 17, 2020 and remaining in effect until 12:00 noon on April 17, 2020; and

WHEREAS, County of Franklin, Missouri, is being impacted by the worldwide spread of COVID-19 which may, in time, impact the County; and

WHEREAS, the President of the United States and the governor of the State of Missouri, have both declared States of Emergency; and

WHEREAS, the disease has spread to Franklin County; and

WHEREAS, the spread of infectious diseases poses a significant risk to the health, safety and wellbeing of the people of the County of Franklin, Missouri; and

WHEREAS, measures to limit the spread of this virus may place a strain upon the resources of citizens, businesses, municipalities, and the County of Franklin, Missouri, and

WHEREAS, the County of Franklin, Missouri may establish relationships and work cooperatively with other governmental units in matters relating to public health, safety and welfare and all other government functions in which the people of the County could gain through those cooperative relationships in this time of emergency; and

WHEREAS, Section 3-106 of the County's Purchasing Policy permits the Purchasing Agent, by direction of the County Commission, to make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of each emergency procurement shall be made and maintained by the Purchasing Agent and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract; and

WHEREAS, due to the COVID-19 pandemic emergency service providers may be exposed to the virus and in order to prevent its spread it is necessary to provide temporary housing away from other members of the public.

Commission Order 2020-131
IT IS THEREFORE ORDERED, that the Purchasing Agent is directed to obtain emergency procurements of lodging and temporary housing services due to the threat to public health, welfare or safety of the COVID-19 virus in accordance with the terms and conditions of the Emergency Occupancy Agreement marked Exhibit A, attached hereto and incorporated herein by reference; and

IT IS FURTHER ORDERED, that the Purchasing Agent is hereby authorized and directed to execute such Emergency Occupancy Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County; and

IT IS FURTHER ORDERED, that the Presiding Commissioner is hereby authorized and directed to execute such Emergency Occupancy Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County; and

IT IS FURTHER ORDERED, that the County of Franklin shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order; and

IT IS FURTHER ORDERED, that the Purchasing Agent, or others as the Purchasing Agent may designate, shall authorize such lodging and temporary housing services to individual emergency service providers as they deem necessary and appropriate to prevent the spread of the COVID-19 virus and the threat to public health, welfare or safety that it presents.

IT IS FURTHER ORDERED, that this order shall be effective immediately passage and it shall remain in effect until 12:00 noon on April 17, 2020.

IT IS FURTHER ORDERED, that if any part of this Commission Order is invalid for any reason, such invalidity shall not affect the remainder of this Order.

IT IS FURTHER ORDERED, that a copy of this Order be provided to Tim Baker, County Clerk, Ann Struttmann, Purchasing Agent, and Abe Cook, Emergency Management Director.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
EMERGENCY OCCUPANCY AGREEMENT

PREMISES:

OWNER’S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.

THIS OCCUPANCY AGREEMENT, is by and between the County of Franklin, Missouri, and

________________________________________________________________________

Pursuant to Section §3-106 of the County’s Purchasing Policy, and by direction of the County
Commission, the Purchasing Agent may make or authorize others to make emergency procurements of
supplies, services, or construction items when there exists a threat to public health, welfare, or
safety; provided that such emergency procurements shall be made with such competition as is
practicable under the circumstances.

The County Commission has declared a state of emergency due to the worldwide spread of
COVID-19 and the spread of infectious diseases poses a significant risk to the health, safety and
wellbeing of the people of the County of Franklin, Missouri.

The County Commission has directed the Purchasing Agent to procure lodging for emergency services
workers who may have been exposed to the COVID-19 virus.

1. Property Description and Access: Owner hereby authorizes the County to occupy the

__________________ (“Premises”). County has the right to use all nonexclusive unobstructed
parking spaces contiguous to the subject hotel building, and unlimited use of the
Premises’ common facilities. The County shall have exclusive access to and exclusive
use of the Premises set forth in this Occupancy Agreement 24 hours per day, seven (7)
days per week with no exceptions.

2. Term: The term of this Occupancy Agreement shall commence ________________,
2020, and shall continue month to month, with such rights of termination as expressly
set forth herein.

3. Termination: The County may terminate this Occupancy Agreement at any time by giving
written notice to the Owner at fifteen (15) days prior to the date when such termination
shall become effective. If the County fails to complete its move out within the notice
period and remains in the premises, additional rent shall be paid and prorated on a
thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

4. Compensation: County shall compensate Owner as follows:
   a. Daily Rate: $________________, per room occupied.
   b. Monthly Rate: $_______________, per room occupied.
   c. If County occupies the Premises for less than a one month period, the monthly rate and payroll reimbursement shall be prorated based upon the actual number of days in the month.
   d. Compensation begins when County occupies premises.

5. Delivery of Payments. County shall submit payment payable to ____________________________ and mailed to ____________________________.

6. Services
   a. Owner, at Owner’s sole cost and expense, during the term of this Occupancy Agreement shall furnish the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, and corridors:
      i. Sewer, trash disposal, and water service, including both hot and cold water.
      ii. Elevator (if any) service.
      iii. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
      iv. Housekeeping and hotel laundry services, as requested by the County. Requests shall be communicated through the Site Manager designated by the County (“County Site Manager”).
   b. Owner shall assign and manage Staff in sufficient numbers to provide the services described herein.
   c. The County Site Manager may alter operations of the Premises as deemed necessary by the County.
   d. In the event of failure by the Owner to furnish any of the above services, utilities, or staffing in a manner satisfactory to the County, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the compensation that may then be, or thereafter become due hereunder.

7. Repairs and Maintenance: During the term of this Occupancy Agreement, the County shall maintain the occupied premises in good repair. Owner is responsible for maintenance, repair, and servicing of all systems, fixtures, and furniture. In the event there is an occupant pursuant to this contract resulting in a positive COVID-19 test,
Franklin County will contract the professional cleaning of the occupants room after check-out.

8. Quiet Possession: The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

9. Destruction

a. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

c. In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

d. In the event the County remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the County is thus precluded from occupying bears to the total net square feet in the occupied premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.
e. It is understood and agreed that the County or its agent has the right to enter its
destroyed or partially destroyed occupied facilities no matter what the
condition. At the County's request, the Owner shall immediately identify an
appropriate route through the building to access the County occupied space. If
the Owner cannot identify an appropriate access route, it is agreed that the
County may use any and all means of access at its discretion in order to enter its
occupied space.

10. Subrogation Waived: To the extent authorized by any fire and extended coverage
insurance policy issued to Owner on the herein occupied premises, Owner hereby
waives the subrogation rights of the insurer, and releases the County from liability for
any loss or damage covered by said insurance.

11. Fair Employment Practices: During the performance of this Occupancy Agreement, the
Owner shall not deny benefits to any person on the basis of religion, color, ethnic group
identification, sex, age, physical or mental disability, nor shall they discriminate
unlawfully against any employee or applicant for employment because of race, creed,
color, sexual orientation, gender identity or national origin.

12. Hold over: In the event the County remains in possession of the premises after the
expiration of the occupancy agreement term, or any extension or renewal thereof, this
occupancy agreement shall be automatically extended on a month to month basis,
subject to a forty-five day (45) days termination by the County and otherwise on the
terms and conditions herein specified, so far as applicable. If the last rental amount
shown in Paragraph 4 included the amortization of a capital sum expended by Owner for
certain alterations and improvements, as described in a separate paragraph herein, and
the capital sum has been fully amortized, the holdover rent shall be reduced by the
amount of the monthly amortization. If the County fails to vacate the premises within the
notice period and remains for an extended period, additional rent shall be paid and
prorated on a thirty (30) day month, based on the actual number of days the County
occupies the premises following the effective date of termination.

13. Surrender of Possession: Upon termination or expiration of this occupancy agreement,
the County will peacefully surrender to the Owner the occupied premises in as good
order and condition as when received, except for reasonable use and wear thereof and
damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances
over which County has no control or for which Owner is responsible pursuant to this
occupancy agreement.

14. Notices: All notices and correspondence herein provided to be given, or which may be
given by either party to the other, shall be deemed to have been fully given when made
in writing and either: 1) deposited in the United States Mail, certified and postage
prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver’s signature required; and addressed as follows:

To the Owner:

To the County: Ann Struttmann
Purchasing Agent
400 E. Locust Street
Union, Missouri 63084

Insurance
a. For the duration of the Occupancy Agreement, Owner will maintain, at its own cost and expense, all risk property insurance coverage on the building and premises, including contents, general liability on the Premises, and workers compensation insurance on its employees that may be working in or around the Premises.
b. County shall maintain workers compensation for its employees working on or around the Premises, general liability insurance as the lessee of the premises and automobile liability on vehicles owned, leased or rented by the County that may be using the parking lot of the premises. County shall provide all risk property insurance on all property owned by the County and brought on to the parking lot or premises.

15. Restoration of Premises: Upon termination of this Occupancy Agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

16. Access: Owner shall allow County or its agents to enter the premises as of 8:00 PM Central Time on ____________, 2020 to stage and prepare the property for tenants, or other parties, or for any other purpose County deems necessary.

17. Hotel Staff compensation: Owner warrants that this Occupancy agreement will not impact the employment status of any hotel staff for the duration of this Occupancy Agreement. Owner and/or its agents shall ensure that all hotel staff will receive the same compensation as they would otherwise have received absent any County occupancy, whether they are reassigned to another hotel or relieved of duty for the duration of the occupancy agreement.
18. Taxes: Owner is responsible for payment of all applicable taxes.

IN WITNESS WHEREOF, this Occupancy Agreement has been executed by the parties hereto as of the later of the dates written below

OWNER

Owner: ______________________________
By: ________________________________
Title: ______________________________

FRANKLIN COUNTY, MISSOURI

______________________________
TIM BRINKER
PRESIDING COMMISSIONER

Date ________________________________