

**SECOND ADDENDUM TO INTERGOVERNMENTAL MEMORANDUM OF  
UNDERSTANDING DATED FEBRUARY 3, 1997**

This Second Amendment to Intergovernmental Memorandum of Understanding dated February 3, 1997, made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Springfield, Missouri, hereinafter referred to as "Springfield"; the County of Greene, Missouri, hereinafter referred to as "County"; the Sheriff of Greene County, Missouri, hereinafter referred to as "Sheriff"; and the City of Republic, Missouri, hereinafter referred to as "Republic".

*WHEREAS*, the above named parties entered into an Intergovernmental Memorandum of Understanding dated February 3, 1997 setting forth the terms to fund the acquisition and operation of a Countywide enhanced 911 emergency telephone service (the "Service") through a telephone user surcharge (the "Tax") pursuant to Section 190.300 RSMO; and,

*WHEREAS*, on or about December 17, 2001, the parties entered into a First Amendment to the Intergovernmental Memorandum of Understanding, which modified the duties of the respective parties herein, provided for a termination date of either October 1, 2013, or the repeal or expiration of the tax imposed by the County as a result of the election held on November 5, 1991; and

*WHEREAS*, the parties have operated pursuant to the First Amendment since December 17, 2001, and have found both the original agreement and the First Amendment thereto to be fair and equitable to the parties; and,

*WHEREAS*, the parties desire that the Intergovernmental Memorandum of Understanding dated February 3, 1997, as amended December 17, 2001 continue in full force and effect beyond the expiration dates set forth therein.

*NOW, THEREFORE*, in consideration of the mutual covenants set forth herein, it is mutually agreed to as follows:

1. Paragraph 16 of the parties' agreement is hereby amended as follows:

"16. This Agreement may terminate upon the occurrence of any of the following: a.) upon repeal or expiration of a tax imposed by the County as a result of the election held on \_\_\_\_\_, \_\_\_\_\_, 2007; b.) in the event the applicable Missouri Law is materially modified so as to make this Agreement unenforceable as to its intent or purpose; c.) the mutual consent of all parties to this Agreement."

2. The parties hereby ratify and agree that the remaining terms of the Memorandum of Understanding dated February 3, 1997, and the first Amendment thereto dated December 17, 2001, remain in full force and effect of the parties ratify the terms contained in those documents as though set forth herein in full and agree to be bound by said terms.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

GREENE COUNTY COMMISSION

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

GREENE COUNTY SHERIFF

\_\_\_\_\_  
Jack L. Merritt, Sheriff

ATTEST:

\_\_\_\_\_  
County Clerk

COUNTY AUDITOR

\_\_\_\_\_  
Cindy Stein

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counselor

CITY OF SPRINGFIELD, MISSOURI

\_\_\_\_\_  
Bob Cumley, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF REPUBLIC

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Republic City Attorney