

**OFFICIAL
COMMISSION MINUTES
AUGUST 28th, 2018 9th DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

None.

PUBLIC COMMENT

None.

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 1:32 p.m.

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (absent).

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #451277 thru #451350, Warrants #7049, and 4 Journal Entries/Transfers. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Session Minutes dated August 20th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Williams moved to approve Previous Regular Session Minutes dated August 20th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

BID RECOMMENDATION FOR ROOF REPAIRS (HAIL DAMAGE) RFB #201808-415

Ron Erickson, Taney County Purchasing Agent, and Scott Terpening, Maintenance, appeared before the Commission to speak on this bid. There was only one response back and that was Advantage Roofing of Walnut Grove Missouri.

Commissioner Williams moved to award bid #201808-415 to Advantage Roofing of Walnut Grove Missouri. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

INSURANCE UPDATE AND PROPERTY VALUES WITH OLLIS/AKERS/ARNEY

Jeff Chronister and Derek Richardson of Ollis/Akers/Arney appeared before the Commission to speak on insurance updates with regards to property values. Mr. Chronister stated there appears to be some properties that are over insured while others are under insured. Dawn Muller will work with Ollis/Akers/Arney to help update the properties.

OLLIS/AKERS/ARNEY CLAIMS REVIEW AND RENEWAL PLANNING

John Akers appeared before the Commission to speak on Claims Review and Renewal Planning concerning Taney County.

**LIBERTY UTILITIES – CULTURAL RESOURCES SURVEY (CONSENT TO ENTRY)
#18-095CM**

Presiding Commissioner Scofield read a letter from Taney County Attorney Travis Elliott dated August 8th, 2018 which stated that he reviewed the consent for entry and approves all except one.

Commissioner Williams moved to approve the request for consent to entry by Liberty Utilities for parcel #04-8.0-34-001-006-047.004 labeled as the Canning Factory Lot as well as parcel #17-

4.0-18-002-002-040.001 known as Acacia Club Road, and parcel #04-4.0-18-003-002-016.000 known as Mohawk Lane. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

INTERGOVERNMENTAL AGREEMENT – AIRPORT – WESTERN TANEY COUNTY FIRE PROTECTION DISTRICT #18-084CM

Chris Berndt with Western Taney County Fire Protection District and Mike Mulnik, Airport Director, came before the Commission to speak on behalf of the Intergovernmental Agreement.

Presiding Commissioner Scofield read a letter from Taney County Attorney Travis Elliott dated August 22nd, 2018 which stated that he drafted the Intergovernmental Agreement between Taney County and the Western Taney County Fire Protection District in order for the district to provide fire protection for the life safety services to the M. Graham Clark Field Taney County Regional Airport.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of August, 2018, by and between Taney County, Missouri, a county of the first classification ("County"), and Western Taney County Fire Protection District, a Chapter 321 fire protection district ("District").

WITNESSETH:

WHEREAS, Taney County, Missouri ("County") is a county of the first classification; and

WHEREAS, Western Taney County Fire Protection District ("District") is a Chapter 321 fire protection district; and

WHEREAS, the County has operated the Graham Clark Field – Taney County Regional Airport ("Airport") on a continuous basis since August 1, 2005; and

WHEREAS, section 70.220, RSMo, permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the Airport is not located within the geographical boundaries of the District, but the District has a fire station located and adjoining the Airport; and

WHEREAS, the parties desire to continue and improve the nature and coordination of emergency assistance to incidents that threaten the loss of life or property and to enter into this agreement in order for the District to provide for aid to the County to respond to fire, hazardous materials, rescue and extrication and other related emergencies occurring at the Airport ("Fire Protection and Life Safety Services");

WHEREAS, the District has provided Fire Protection and Life Safety Services by intergovernmental agreement since August 1, 2005, and the District and County desire to enter into a new intergovernmental agreement in order for the District to provide for continuing Fire Protection and Life Safety Services to the Airport; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term.** This Agreement shall be effective as of the effective date set forth herein, and shall continue to the earlier of: (a) December 31, 2027; (b) pursuant to §321.300, RSMo., the County petitions the District for the real estate comprised of the Airport to be included within the geographical boundaries of the District and the petition is granted by the District and the Airport is included in the District by order of the court; (c) termination by mutual agreement of the parties; (d) the parties enter into a subsequent agreement that supersedes this Agreement; or (e) termination of this Agreement by either party upon thirty (30) days advance written notice.

2. **Scope and Intent of Agreement.** The parties agree that the scope of this Agreement may include the District providing assistance to the County in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations, and other types of emergency situations at the Airport ("Fire Protection and Life Safety Services").

3. **Construction of New Facilities: Code.** County agrees that during the term of this Agreement, with respect to the construction of new facilities at the Airport, County will follow and adhere to the requirements of all fire code provisions duly adopted by the District with respect to facilities located at the Airport.

4. **District Use of Airport Facilities.** In consideration for the District's provision of Fire Protection and Life Safety Services to the Airport, the County agrees to the following:

a. The District may utilize meeting rooms located at the Airport terminal when needed and as available;

b. The District may utilize the Airport parking lot for occasional training exercises involving Fire Protection and Life Safety Services and other emergency services. The use of the parking lot shall be limited so that the use does not obstruct or interfere with the operation of the Airport or its tenants. Any use shall be at the sole discretion of the Airport Manager, however, permission to utilize the parking lot for these purposes shall not be unreasonably withheld.

5. **Other Agreements.** Nothing contained in this Agreement shall be construed to limit the ability of any or all of the parties from agreeing to contracts for services, mutual assistance, or automatic response; nor shall this Agreement prohibit any party from providing emergency assistance to another jurisdiction that is not a participant to this Agreement.

6. **Liability.** To the extent permitted by law, and without waiving either parties' sovereign, official, or governmental immunity, each party to this Agreement shall be responsible for the respective parties' own liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective party, and its officers, agents, or employees.

7. **Compensation.** This Agreement shall not create any obligation on either party to pay compensation to the other party for any costs, expenses or services incurred in performing the provisions of this Agreement.

8. **Hazardous Substances.** In the event of a hazardous substance release, the party having jurisdiction shall bill the person having control over the substance for the reasonable and necessary costs incurred while securing an emergency situation or cleaning up any hazardous substances, including materials and supplies used to secure the emergency situation.

and contractual services, but excluding the cost of normal services, pursuant to Section 260.516, RSMo.

9. **No Partnership; Joint Venture.** This Agreement shall not be construed to create, and nothing contained in this Agreement shall create, any partnership, joint venture, or similar arrangement among the parties hereto.

10. **Assignment.** This Agreement may not be assigned by either party. The parties do not intend to confer and this Agreement shall not be construed or deemed to confer any rights or benefits to any person or entity other

11. **Superseding Effect.** The parties agree that this Agreement supersedes any previous mutual aid agreement between any of the parties hereto.

12. **Insurance.** The Parties shall not be responsible for providing any insurance coverage for the benefit of the other party to this Agreement, or their personnel or equipment.

13. **Legal Authority.** All personnel of any party performing under this Agreement shall have such legal authority to perform the assigned duties as that party has in its jurisdiction.

14. **Equipment and Personnel.** The District shall be responsible for adequately equipping and training all personnel responding to any request for aid or assistance to provide Fire Protection and Life Safety Services. All personnel provided in response to any such request shall be duly certified to provide the level of emergency services commensurate with the rank and duties assigned to such personnel by the District.

15. **No Benefit to Third Parties.** This agreement shall not be construed as an Agreement for the benefit of any third party.

16. **Approval.** Prior to entering into this Agreement, the Parties have taken all steps necessary to obtain approval of their respective agency and as of the date of execution have the authority necessary to enter into this Agreement.

IN WITNESS WHEREOF, this Agreement is dated the year and date first above written

No 18-084CM

WESTERN TANEY COUNTY FIRE PROTECTION DISTRICT

By: David Waters, President WTCCFD

COUNTY OF TANEY

By: Mike Scofield
Mike Scofield
Taney County Presiding Commissioner

ATTEST: Donna Neely
Donna Neely, Taney County Clerk

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Taney County and Western Taney County Fire Protection District. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

DAVIS AVIATION LEASE AGREEMENT 2018-2021 #18-106CM

Mike Mulnik, Airport Director, came before the Commission to speak on behalf of the Lease Agreement.

No. 18-0788

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of August, 2018, by and between the Taney County Commission on behalf of Taney County Missouri, hereinafter referred to as "County," and Davis Aviation, Inc., a Minnesota corporation in good standing, hereinafter referred to as "Lessee".

WHEREAS, Taney County, Missouri is the owner of Taney County Airport (hereinafter referred to as "Airport"), located in the County of Taney, State of Missouri; and

WHEREAS, County has space available for the operation of a helicopter tour and charter operation and said tour and charter operation is a benefit to the community; and

WHEREAS, Lessee is desirous of securing and entering into an agreement (hereinafter referred to as "Agreement") for space at the airport so that it can provide tour and charter services to the general public;

NOW THEREFORE, the parties hereto, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed and the consideration to be paid to County by Lessee, do agree as follows:

LEASED PREMISES, TERM, RENTAL

That in consideration of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby lease and demise unto the Lessee and the Lessee does hereby take, lease and hire from the Lessor the premises which consist of certain space at the Taney County Airport/M. Graham Clark Airfield, located at Point Lookout, Taney County, Missouri; said premises more particularly described as follows:

Building, including rooms and facilities within the building, located on the east end of Taney County Airport and just south of Taxiway B.

County reserves to itself use of a portion of the storage space located on the east side of said leased building, where there is currently stored airport runway and taxiway lighting regulators and other County equipment.

Parking space for additional aircraft associated with Lessee's business operations for short periods of time shall not be denied, and said parking is permitted only in the space immediately north of the leased building.

Lessor shall also provide parking spaces for Lessee's employees' automobiles in currently existing parking lot spaces in parking lot adjacent to the premise.

To have and to hold unto the Lessee, its successors and assigns, for the term of three (3) years commencing the 1st day of September, 2018, and ending on the 31st day of August.

No. 18-0788

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSEE:
DAVIS AVIATION, INC.

By: _____ Date: _____
President
DAVIS AVIATION, INC.

LESSOR:
TANEY COUNTY, MISSOURI

By: Mike Scofield Date: 8/23/18
Mike Scofield, Presiding Commissioner
Taney County Commission
P.O. Box 1086
Forsyth, Missouri 65653

ATTEST: Donna Neeley Date: 8/23/18
Donna Neeley, Taney County Clerk

I certify that based on my information and belief, this contract complies with the requirements of all applicable laws and that it is in the best interest of the citizens of Taney County.

By: _____
Mike Munk, Manager
M. Graham Clark Downtown Airport

Commissioner Williams moved to approve the agreement by and between Taney County and Davis Aviation. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

INTERGOVERNMENTAL AGREEMENT FOR USE OF SHOOTING RANGE #18-078S
CITY OF BRANSON
CITY OF HOLLISTER
STATE OF MISSOURI, DIVISION OF CORRECTIONS, P&P OFFICE
(BRANSON)

No. 18-078S

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 25th day of August, 2018 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification and the City of Branson, Missouri ("City").

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the County owns and operates a shooting range, located at 255 Critter Trail, Hollister, Missouri ("Range"), for the use of performing training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the City desires to utilize the Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the County and City desire to set forth the terms and conditions of the use of the Range by City; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Use of Range.** County agrees to permit use of the Range by the City, and its Commissioned Law Enforcement Officers, subject to the terms and conditions of this Agreement, for the purposes of performing training exercises, and firearms practice and qualifications, and for no other purposes without the express written consent of County, which consent may be withheld in the sole discretion of County. City acknowledges that other local and state government entities utilize the Range pursuant to other Intergovernmental Cooperative Agreements, and the use of the Range is subject to availability and scheduling of the use of the Range based on the parties to this Agreement as well as the parties to the other Intergovernmental Cooperative Agreements relating to use of the Range. City acknowledges and agrees that this Agreement does not constitute a license for the exclusive use of any portion of the Range by City, or its officers, agents, or employees. City acknowledges and agrees that this Agreement does not constitute a lease or other interest in the real property on which the Range is located, and that by the use or occupancy of the Range, neither the City, nor its officers, agents, or employees have acquired and will not acquire any rights or interest in or to the Range, nor shall the City obtain any right or claim to the continued use of the Range beyond that specifically provided for in this Agreement.

2. **Term.** The term of this Agreement shall be from the effective date set forth above and shall run for a period of one (1) year. The term of this Agreement may be extended by the parties, at the option of the parties, for additional periods of one (1) year.

No. 18-078S

a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

21. **Authority.** The parties represent and warranty that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF BRANSON **TANEY COUNTY, MISSOURI**

By: _____ By: Mike Scofield
KAREN BEST MAYOR By: MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST: _____ ATTEST: Donna Neeley
CITY CLERK DONNA NEELEY
TANEY COUNTY CLERK

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Taney County and the City of Branson. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

No. 18-078S

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 25th day of August, 2018 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification and the City of Hollister, Missouri ("City").

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the County owns and operates a shooting range, located at 255 Critter Trail, Hollister, Missouri ("Range"), for the use of performing training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the City desires to utilize the Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the County and City desire to set forth the terms and conditions of the use of the Range by City; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Use of Range.** County agrees to permit use of the Range by the City, and its Commissioned Law Enforcement Officers, subject to the terms and conditions of this Agreement, for the purposes of performing training exercises, and firearms practice and qualifications, and for no other purposes without the express written consent of County, which consent may be withheld in the sole discretion of County. City acknowledges that other local and state government entities utilize the Range pursuant to other Intergovernmental Cooperative Agreements, and the use of the Range is subject to availability and scheduling of the use of the Range based on the parties to this Agreement as well as the parties to the other Intergovernmental Cooperative Agreements relating to use of the Range. City acknowledges and agrees that this Agreement does not constitute a license for the exclusive use of any portion of the Range by City, or its officers, agents, or employees. City acknowledges and agrees that this Agreement does not constitute a lease or other interest in the real property on which the Range is located, and that by the use or occupancy of the Range, neither the City, nor its officers, agents, or employees have acquired and will not acquire any rights or interest in or to the Range, nor shall the City obtain any right or claim to the continued use of the Range beyond that specifically provided for in this Agreement.

2. **Term.** The term of this Agreement shall be from the effective date set forth above and shall run for a period of one (1) year. The term of this Agreement may be extended by the parties, at the option of the parties, for additional periods of one (1) year.

No. 18-078S

a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

21. **Authority.** The parties represent and warranty that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF HOLLISTER **TANEY COUNTY, MISSOURI**

By: _____ By: Mike Scofield
DAVID G. TATE MAYOR By: MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST: _____ ATTEST: Donna Neeley
CITY CLERK DONNA NEELEY
TANEY COUNTY CLERK

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Taney County and the City of Hollister. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

No. 18-076E

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 28th day of August, 2018 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification and the State of Missouri, Division of Corrections, Probation & Parole (Branson Office) ("State").

WHEREAS, section 70.220, RSMo, permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the County owns and operates a shooting range, located at 255 Critter Trail, Hollister, Missouri ("Range"), for the use of performing training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the State desires to utilize the Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the County and State desire to set forth the terms and conditions of the use of the Range by State; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- Use of Range.** County agrees to permit use of the Range by the State, and its Commissioned Law Enforcement Officers, subject to the terms and conditions of this Agreement, for the purpose of performing training exercises, and firearms practice and qualifications; and for no other purposes without the express written consent of County, which consent may be withheld in the sole discretion of County. State acknowledges that other local and state government entities utilize the Range pursuant to other Intergovernmental Cooperative Agreements, and the use of the Range is subject to availability and scheduling of the use of the Range based on the parties to this Agreement as well as the parties to the other Intergovernmental Cooperative Agreements relating to use of the Range. The State acknowledges and agrees that this Agreement does not constitute a license for the exclusive use of any portion of the Range by State, or its officers, agents, or employees. State acknowledges and agrees that this Agreement does not constitute a lease or other interest in the real property on which the Range is located, and that by the use or occupancy of the Range, neither the State, nor its officers, agents, or employees have acquired and will not acquire any rights or interest in or to the Range, nor shall the State obtain any right or claim to the continued use of the Range beyond that specifically provided for in this Agreement.
- Term.** The term of this Agreement shall be from the effective date set forth above and shall run for a period of one (1) year. The term of this Agreement may be extended by the parties, at the option of the parties, for additional periods of one (1) year.

No. 18-076E

a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

21. **Authority.** The parties represent and warranty that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representative officers or officials.

STATE OF MISSOURI
DIVISION OF CORRECTIONS
PROBATION & PAROLE
(Branson Office)

TANEY COUNTY, MISSOURI

By: Mike Scofield
By: MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST:

ATTEST:

WITNESS

Donna Neeley
DONNA NEELEY
TANEY COUNTY CLERK

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Taney County and the State of Missouri, Division of Corrections, P&P Office. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

MUTUAL COOPERATION AGREEMENT FOR OPERATION OF THE 911 EMERGENCY TELEPHONE SYSTEM 2018 #18-074CM

Tammy Hagler, 911 Administrator, and Jeff Matthews, Branson Chief of Police, came before the Commission on behalf of this Agreement.

Presiding Commissioner Scofield read a letter from Taney County Attorney Travis Elliott who revised the Mutual Cooperative Agreement for 911 Emergency Telephone Systems by and between The City of Branson and Taney County.

MUTUAL COOPERATION AGREEMENT FOR 911 EMERGENCY TELEPHONE SYSTEM

THIS AGREEMENT is made this 28th day of August, 2018, by and between Taney County, Missouri ("County"), and the City of Branson, Missouri ("City").

WHEREAS, section 70.220, RSMo, authorizes any municipality or political subdivision to contract and cooperate with one another, and their elective or appointive officials for the planning, development, construction, acquisition or operation of public improvements or facilities and common services; and

WHEREAS, at a referendum election, the voters of Taney County, Missouri approved the establishment and operation of a county-wide 911 emergency telephone system and a levy to fund the system; and

WHEREAS, the parties have cooperated to establish and maintain two Public Service Answering Points (PSAP), with one being located in the Taney County Sheriff's Office, and the other being located in the Branson Police Department; and

WHEREAS, the parties desire to set forth the respective terms and obligations of the parties with respect to providing a 911 Emergency Telephone System and Public Service Answering Points in Taney County, Missouri; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- Operation of PSAPs.** The City shall maintain, operate, and supervise the respective City PSAP 24-hours per day, 7-days per week, and shall provide a minimum of two (2) dispatchers (or such other position title as assigned by the respective party) ("Dispatchers") on duty at all times. Each PSAP shall be responsible for answering emergency telephone calls; operating PSAP equipment and voice recorders; and handling to completion all 911 emergency calls routed to and accepted by the respective PSAP. In the event of interruption or failure of PSAP service at a location, each PSAP shall provide full emergency back-up service to the other City shall provide suitable and appropriate office space and employees for the respective City PSAPs, as follows:
 - By City.** City agrees to and shall maintain, operate, and supervise one (1) PSAP, to be located at the Branson Police Department. City will recruit, select, hire, train, compensate, discipline and terminate all Dispatchers at the Branson PSAP, who shall all be employees of the City. City will provide all benefits and other expenses related to employment of operators, including workers' compensation and applicable fringe benefits in accordance with City policy.
 - Equipment.** County shall purchase, provide, own, and maintain all PSAP equipment and voice recorders utilized at the respective PSAP locations. In the event of
- Termination of this Agreement.** City shall be obligated to return to County all PSAP equipment and voice recorders.
- Compensation.** Without regard to the following provisions, the duty of the County to provide compensation to the City as set forth below, shall be limited to funds received from the tax approved by the voters for the establishment and operation of the 911 emergency telephone system ("911 Funds").

Subject to the County's budget and appropriations process, County shall annually budget and appropriate an amount for funding two (2) PSAP locations (the "PSAP Appropriation Amount"), one to be operated by the City as set forth in this Agreement and the other to be operated by the Taney County Sheriff's Department. The total number of terminated 911 calls across both PSAPs shall be identified for the previous two (2) years and added together ("Total Calls"). Of those, the number of terminated 911 calls at the City PSAP and County PSAP for the previous two (2) years shall be identified (the "City Calls" and "County Calls", respectively). The compensation under this paragraph shall be paid to the City in November by taking the City Calls divided by the Total Calls, multiplied by the PSAP Appropriation Amount.

By way of example, for 2016, there were a total of 46,932 terminated 911 calls across both PSAPs, and in 2017, there were a total of 43,283 terminated 911 calls across both PSAPs, for a total of 90,215 Total Calls. The terminated 911 calls for the City were 15,627 in 2016, and 16,864 in 2017, for a total of 32,491 City Calls. In order to calculate the compensation to be paid to the City, the following calculation is applied: 32,491/90,215 multiplied by the PSAP Appropriation Amount.
- Term.** The term of this Agreement shall commence on the date it is executed by the parties. The term of the Agreement shall be for one (1) year from the date of commencement, and shall automatically renew for one (1) additional one (1) year term unless any party provides advance written notice at least thirty (30) days prior to the renewal date. Notwithstanding anything to the contrary set forth herein, any party may terminate this Agreement, in its sole and absolute discretion, by providing 60-days advance written notice.
- Operational Control.** The parties agree that each exists independently of the other; that no party has the right to control the activities of the other parties; that no respondent superior relationship exists between the parties; and that no party shall be vicariously liable for the conduct of any other party.
- Centurylink Database.** The parties acknowledge that Centurylink has provided information from its customer records to create a database for the 911 system. The parties acknowledge that such information shall remain the property of Centurylink and agree to strictly limit the use of information provided by Centurylink to uses necessary to the performance by the parties as public safety agencies. The parties agree that they will use information provided by Centurylink only for the purpose of responding to emergency calls at the time such calls are placed. The parties agree to take all reasonable efforts to safeguard the proprietary nature of information provided by Centurylink, including, but not limited to:

- Maintain an ALI log that records all 911 calls placed to the respective PSAPs. The 911 Administrator shall review such logs with all authorized public safety supervising officers to detect any unauthorized retrieval of information from the 911 systems database. The parties shall report unauthorized access and retrieval to Centurylink and shall implement corrective action to prevent further unauthorized access and retrieval.
- City shall provide a list of authorized personnel to Centurylink and to the 911 Administrator. Authorized personnel shall be provided passwords by Centurylink so that they may log onto the system.

- Sovereign Immunity; Official Immunity.** In no event shall the language or requirements set forth in this Agreement constitute or be construed as a waiver or limitation of the parties' rights or defenses with regard to sovereign, governmental, or official immunity and protections provided by state or federal law.
- Compliance with Laws.** The parties agree to comply with all applicable state and federal laws and regulations regarding the operations and performance of 911 services under this Agreement.
- Authority.** The parties represent and warranty that the individuals executing this Agreement on behalf of the respective parties have received the proper approvals and authorizations necessary to enter into this Agreement and that the same has been approved by the appropriate governing bodies of the parties.
- Entire Agreement.** This instrument contains the entire agreement between the parties regarding the subject matter set forth herein, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this agreement shall be valid or binding. This Agreement supersedes any prior agreements of the parties regarding the subject matter set forth herein. This agreement may not be enlarged, modified or altered except in writing and signed by the parties.
- Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Missouri.

[Signature Pages Follow - Remainder of Page Intentionally Blank]

TANEY COUNTY, MISSOURI

By: Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 8/28/18

ATTEST

I, Donna Neeley, as the Clerk of the Taney County Commission, hereby attest that the above Agreement was executed by the County Commissioner who signed it, and that it was signed pursuant to a duly passed motion of the Taney County Commission approving the Agreement.

Donna Neeley
Donna Neeley, County Clerk

Date: 8/28/18

Certificate of Accounting Officer Pursuant to 56.660, RSMo.

The undersigned, as Budget and Accounting Officer for Taney County, Missouri, certified that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Agreement.

Rick Findley
Rick Findley, County Auditor

Date: 8/28/18

Commissioner Williams moved to approve the Mutual Cooperation Agreement for the 911 Emergency Telephone System by and between Taney County and the City of Branson. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

NOTICE OF RENEWAL FOR ELECTRICAL WORK/SERVICES – CASTRO ELECTRIC, INC. #18-106CM

No. 18-106CM

NOTICE OF RENEWAL

To: Castro Electric, Inc., Derrick R. Castro, Authorized Representative, 1751 Sycamore Church Road, Branson, Missouri, 65616

Notice is given that the County of Taney, Missouri hereby renews its agreement with Castro Electric, Inc., for electrical work/services, commencing August 31, 2018, for a period of (1) year, which will expire on August 31, 2019. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 9/20/18

ATTEST: I, Donna Neelley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above Notice of Renewal.

By: *Donna Neelley*
Donna Neelley, County Clerk

Date: 9/20/18

Certification of Accounting Officer pursuant to Section 50.660RSMa:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: *Rick Findley*
Rick Findley, Taney County Auditor

Date: 9-20-18

Exhibit 'A'

Commission Order #201807-308

Agreement
Electrical Work/Services

THIS AGREEMENT dated the 11 day of August, 2018, is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County", and Castro Electric, Inc., herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

- Contract Documents** - This agreement shall consist of this Agreement for Electrical Work/Services, County of Taney Request For Bid number 201507-308, any applicable addenda, and the Contractor's bid response executed by Derrick R. Castro on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product date, specifications and literature submitted with bid responses may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Agreement, the Request For Bid, and any applicable addenda, shall prevail and control over the Contractor's bid response. Below is a copy of the items covered within this agreement, taken directly from the bid, with the exact bid pricing as submitted by "Contractor":

Materials (Total Cost plus %)	\$0 \$2500	10%
Materials (Total Cost plus %)	\$2500 \$4,400	10%
Materials (Total Cost plus %)	\$4,500 and up	10%
Rental Equipment (Cost plus %)		10%
Electrical Work Services (Straight Time)		\$30 \$1/pep hour
Rate per hour for each additional worker (Straight Time)		\$30 \$1/pep hour
Electrical Work Services (Nights and Weekends)		\$50 \$2/pep hour
Rate per hour for each additional worker (Nights and Weekends)		\$50 \$2/pep hour
Electrical Work Services (Holidays)		\$75 \$3/pep hour
Rate per hour for each additional worker (Holidays)		\$75 \$3/pep hour
- Contract Duration** - This agreement shall commence on 31 day of August, 2018 and extend for 36 months through 31 day of August, 2021, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County for one year subject to the pricing clauses in the contractor's RFB response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.
- Term & Supply Service** - The County agrees to term & supply service from the Contractor and the Contractor agrees to supply the County at terms per the bid specifications, and for the prices set forth in the Contractor's bid response, as needed and as ordered by County. Contractor shall act as the primary supplier and shall furnish electrical work/services for the County. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as stated within the bid response.
- Billing and Payment** - All billing shall be invoiced with specific department information and include bid number 201507-308 for reference. Billings may only include the prices listed in the Contractor's bid response.

No additional fees or extra services not included in the bid response or fees shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts offered in its bid.

Commission Order #201807-308

response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount, in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- County may terminate this agreement due to material breach of any term or condition of this agreement, or
- County may terminate this agreement if in the opinion of the Taney County Commission delivery of products is delayed or products delivered are not in conformity with bid specifications or variances authorized by County, or
- If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this agreement.

"Contractor" Castro Electric, Inc.
Derrick R. Castro
Derrick R. Castro (PRINT)
President
Derrick R. Castro
Signature
Date: 08/31/18

Taney County Missouri
By: *Mike Scofield*
Mike Scofield, Presiding Commissioner
Date: 08/31/18

Address: 1751 SYCAMORE CHURCH RD
BRANSON, MO. 65616

AUDITOR CERTIFICATION
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligations arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)
Rick Findley
Rick Findley
Date: 9-31-18
Appropriation Account

Commissioner Williams moved to approve the Notice of Renewal for Electrical Work by and between Taney County and Castro Electric, Inc. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

RECESS
2:25 p.m.

RECONVENE
2:51 p.m.

EXECUTIVE SESSION
2:51 p.m.

EXECUTIVE SESSION PER SECTION 610.021.1.3 (LEGAL & PERSONNEL)
Taney County Commission Conference Room

See Executive Session Minutes for motions made or votes taken.

END OF EXECUTIVE SESSION
3:07 p.m.

ROAD & BRIDGE ROUND TABLE DISCUSSION

Present: Devin Huff and Denzil Brown of Road & Bridge, and Carl Bonnell of Mo State Parks.

3:27 p.m. Carl Bonnell left

Discussion included the following:

- Guard rail for Bradleyville Heli-Pad
- A gate at Buchanan
- The old transfer building repairs
- Amherst Rd is referred to the county attorney
- Discussed fill dirt agreements

3:48 p.m. Denzil and Devin left and Shanna entered

DAILY STAFF REVIEW AND AGENDA REQUEST

Present: Presiding Commissioner Scofield, Commissioner Williams, Donna Neeley, and Shanna Tilley

The Commission met with their staff to review the day's business and go over agenda requests.

The Commission agreed to have the levy setting on September 10th, 2018 at 9:30 am.

ADJOURNMENT

Commissioner Williams moved to adjourn. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

ADJOURN

3:59 p.m.

The Minutes were taken by County Clerk Donna Neeley and Deputy Clerk April Deal and typed by Deputy Clerk April Deal.