

**OFFICIAL
COMMISSION MINUTES
AUGUST 24th, 2020 – 9th DAY OF
THE JULY ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:06 a.m.

COMMISSION REMARKS

Commissioner Wyatt commented mentioned that on October 1, 2020 the businesses within Taney County will begin collecting the Law Enforcement Tax at the new rate. The county will work on the notices to go out to each business owner to make them aware.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #460208 through Check #460293, no Warrants and four Journal Entries or Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve the Regular Session Minutes for August 17, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Executive Session Minutes for August 17, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR GEAR BAGS (182) #20-087CM

Commissioner Williams moved to approve the agreement for Gear Bags by and between Taney County and Fire Master Fire Equipment. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT
for
Gear Bags (182)

THIS AGREEMENT dated the 24th day of August, 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Fire Master Fire Equipment, Inc. of Springfield, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of one hundred eighty-two (182) Gear Bags ("Equipment") shall include the Contractor's quote and any applicable addenda which are attached hereto and incorporated herein by reference. Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's quote. The County agrees to this purchase and Contractor agrees to supply the County the items, services, and construction per the Contractor's quote, and for the prices set forth in the Contractor's quote, and as ordered by County. If any issues arise which may hinder or delay Equipment availability or delivery, County may consider all options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. This agreement may only be extended by the order of the county subject to the pricing, and delivery clauses as agreed to, and offered by the contractor's quote.

4. Billing and Payment. All billing shall be invoiced with specific department information and include quote date of 6-5-2020 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when 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.

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.

**MUTUAL COOPERATION AGREEMENT FOR 911 EMERGENCY TELEPHONE
SYSTEM #20-088CM**

Tammy Hagler, 911 Administrator, was present. Presiding Commissioner referenced a letter from their attorney.

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

**FIRST ADDENDUM TO MUTUAL COOPERATION AGREEMENT FOR 911
EMERGENCY TELEPHONE SYSTEM**

THIS ADDENDUM, made and entered into on the 24th day of August, 2020, by and between County of Taney, Missouri (“County”), and the City of Branson, Missouri (“City”).

WHEREAS, County and City entered into a Mutual Cooperation Agreement for 911 Emergency Telephone System, dated August 28, 2020, attached hereto as Exhibit A, for the parties to establish and maintain two Public Service Answering Points in order to provide a 911 Emergency Telephone System and Public Service Answering Points in Taney County, Missouri (“Agreement”); and

WHEREAS, desire to amend the Agreement pursuant to the terms and conditions set forth herein.

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

1. Renewal. The parties agree to revise paragraph 4 of the Agreement, and to renew the Agreement for an additional term of one (1) year, effective August 28, 2020, and ending August 27, 2021. The Agreement 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 the Agreement, in its sole and absolute discretion, by providing 60-days advance written notice.

2. Original Agreement. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein, except to the extent provided in paragraph 1 of this Addendum. County and City agree to continue to be bound by the remaining terms of the Contract.

[Signature Pages Follow]

**INTERGOVERNMENTAL AGREEMENT FOR USE OF SHOOTING RANGE #20-089S
CITY OF BRANSON**

Jimmie Russell, Sheriff, was present. Presiding Commissioner referenced a letter from their attorney.

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

SECOND ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS ADDENDUM, made and entered into on the 24th day of August, 2020, by and between County of Taney, Missouri ("County") and City of Branson, Missouri ("City").

WHEREAS, County and City entered into an Intergovernmental Cooperative Agreement, dated August 28, 2018, for the City to utilize the County's Shooting Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers ("Contract"); and

WHEREAS, desire to amend the Contract pursuant to the terms and conditions set forth herein.

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

1. Renewal. The parties agree to renew the Contract for an additional term of one (1) year, effective August 28, 2020, and ending August 27, 2021.
2. This Addendum is subject to the Contract and to each and every term, covenant, condition and agreement set forth therein, except to the extent provided in paragraph 1 of this Addendum. County and City agree to continue to be bound by the remaining terms of the Contract.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective representative officers or officials below.

CITY OF BRANSON

By: Edd Akers
Title: Mayor


ATTEST:

By: _____
Title: City Clerk

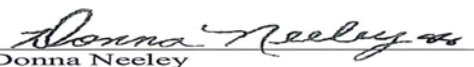
APPROVED AS TO FORM:

CITY ATTORNEY

TANEY COUNTY, MISSOURI


By: Mike Scofield
Title: Presiding Commissioner

ATTEST:


By: Donna Neeley
Title: County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR USE OF SHOOTING RANGE #20-089S
CITY OF HOLLISTER**

Jimmie Russell, Sheriff, was present. Presiding Commissioner referenced a letter from their attorney.

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

SECOND ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS ADDENDUM, made and entered into on the 24th day of August, 2020, by and between County of Taney, Missouri ("County") and City of Hollister, Missouri ("City").

WHEREAS, County and City entered into an Intergovernmental Cooperative Agreement, dated August 28, 2018, for the City to utilize the County's Shooting Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers ("Contract"); and

WHEREAS, desire to amend the Contract pursuant to the terms and conditions set forth herein.

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

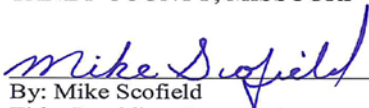
1. Renewal. The parties agree to renew the Contract for an additional term of one (1) year, effective August 28, 2020, and ending August 27, 2021.
2. This Addendum is subject to the Contract and to each and every term, covenant, condition and agreement set forth therein, except to the extent provided in paragraph 1 of this Addendum. County and City agree to continue to be bound by the remaining terms of the Contract.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective representative officers or officials below.

CITY OF HOLLISTER

TANEY COUNTY, MISSOURI

By: David G. Tate
Title: Mayor

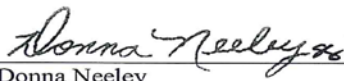


By: Mike Scofield
Title: Presiding Commissioner

ATTEST:

ATTEST:

By: _____
Title: City Clerk



By: Donna Neeley
Title: County Clerk

EXCHANGE OF SOFTMATCH (VERNON COUNTY)

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Exchange of Softmatch between Vernon County and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



OFFICE OF
MIKE SCOFIELD
PRESIDING COMMISSIONER
BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
SHEILA WYATT
EASTERN DIST. COMMISSIONER

County of **TANEY** State of Missouri

TANEY COUNTY COURTHOUSE
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commission@co.taney.mo.us

Chad Zickefoose
Missouri Department of Transportation
MoDOT SW District Liaison

RE: Exchange of Soft Match Credit

The Taney County Commission requests and directs MoDOT to transfer \$150,000.00 of our Soft Match Credit Funds to Vernon County.

Mike Scofield
Presiding Commissioner

Brandon W. Williams
Western Dist. Commissioner

Sheila Wyatt
Eastern Dist. Commissioner

Signed by Taney County on this date: _____

In exchange, the Vernon County Commission agrees to pay Taney County the amount of \$75,000.00.

Joe Hardin
Northern Commissioner

Cindy Thompson
Northern Commissioner

Everett L. Wolfe
Southern Commissioner

Signed by Vernon County on this date: _____

RECESS: 9:19 A.M.

EXECUTIVE SESSION: 9:47 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)
(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

See the Executive Session Minutes for any motions made or votes taken.

RECESS: 10:18 A.M.

RECONVENE: 11:01 A.M.

RECESS: 11:03

RECONVENE: 11:10 A.M.

REVIEW OF PARTNERSHIP COMMITTEE RECOMMENDATIONS (PHASE 1 CARES ACT APPLICATIONS)

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

Also present: Melissa Duckworth, Emergency Management, David Clark, County Auditor, Jonas Arjes, Executive Director Taney County Partnership, and Kim Lovelace, Deputy Clerk were present.

Discussion Ensued

RECESS: 12:06 P.M.

RECONVENE: 12:10 P.M.

ADJOURNMENT:

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

ADJOURN: 12:13 P.M.

The minutes were taken and typed by Kim Lovelace, Deputy Clerk.