

**OFFICIAL
COMMISSION MINUTES
MAY 3rd, 2021 – 6TH DAY OF
THE APRIL 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

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #463305 through Check #463368, Warrants #7671 through Warrant #7677 and no Journal Entries/Transfers. Commissioner Williams 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 Regular Session Minutes for April 26th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for April 26th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DISCUSSION FOR RENEWAL OF SEWER SALES TAX

Brad Allbritton, Sewer District Administrator, John Souttee, Environmental Services Project Coordinator, Rick Ziegenfuss, City Administrator of Hollister, Jann Clark, City Clerk of Rockaway Beach, Kendall Powell, Operations and Development Manager of Branson, and Jonas Arjes, Executive Director Taney County Partnership, were present.

Discussion ensued.

AUTOPSY AND TOXICOLOGY SERVICES #21-038CR

Presiding Commissioner Scofield referenced a letter from their attorney.

Moved down the Agenda.

AGREEMENT FOR LAW ENFORCEMENT BODY CAMERAS AND RELATED EQUIPMENT – VIDEO AS A SERVICE ADDENDUM #21-017S

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Moved back up the Agenda.

AUTOPSY AND TOXICOLOGY SERVICES #21-038CR

Tony Mullen, County Coroner, was present via-teleconference.

Moved back down the Agenda

AGREEMENT FOR LAW ENFORCEMENT BODY CAMERAS AND RELATED EQUIPMENT – VIDEO AS A SERVICE ADDENDUM #21-017S

Brad Daniels, Sheriff, was present.

RECESS: 9:55 A.M.

RECONVENE: 10:01 A.M.

AGREEMENT FOR LAW ENFORCEMENT BODY CAMERAS AND RELATED EQUIPMENT – VIDEO AS A SERVICE ADDENDUM #21-017S

Brad Daniels, Sheriff, was present.

Commissioner Wyatt moved to approve the Addendum for the Agreement for Law Enforcement Body Cameras and Related Equipment with WatchGuard Video LLC, and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-017S

Video as a Service Addendum

This Video as a Service Addendum (this "VSA") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("WatchGuard") and the entity set forth in the signature block below or in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [5/6/21] (the "MCA"), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

- **Addendum.** This VSA governs Customer's participation in WatchGuard's Video-as-a-Service Program ("VaaS Program"). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum ("SSA"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("EPSLA"), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

- **Equipment.** All hardware provided by WatchGuard to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

- **Technology Refresh.** All body cameras and associated batteries purchased under the VaaS Program ("Body Cameras") are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to WatchGuard in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to WatchGuard. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

- **No-Fault Warranty.** Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, WatchGuard will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that WatchGuard determines was changed, modified, or repaired by Customer or any third party. The "No-fault Warranty" means that WatchGuard will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

- **Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such

Moved back up the Agenda.

AUTOPSY AND TOXICOLOGY SERVICES #21-038CR

Commissioner Williams moved to table Autopsy and Toxicology Services Agreement until we know for sure that the proper steps have been followed. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR VEHICULAR REPEATERS AND RELATED EQUIPMENT #21-039S

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for Vehicular Repeaters and Related Equipment by and between NRoute, LLC, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-039S

AGREEMENT for Vehicular Repeaters and Related Equipment

THIS AGREEMENT dated the 3rd day of May 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and NRoute, LLC, of Ozark, Missouri (hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement to purchase two (2) Vehicular Repeaters and related equipment ("Equipment") shall include the quote dated February 18, 2021, and the cooperative purchasing contract and related documents with NASPO Master Agreement #06913, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price for the Equipment shall not exceed \$5,044.50. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. 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 bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include NASPO Master Agreement #06913. Billings and invoices may only include the prices provided for via 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.

SPRING CLEAN-UP UPDATE

Devin Huff, Road & Bridge Administrator, updated the Commission on the 2021 Spring Clean-up.

RECESS: 10:08 A.M.

RECONVENE: 10:28 A.M.

ROAD & BRIDGE ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Devin Huff, Road & Bride Administrator, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

RECESS: 10:46 A.M.

RECONVENE: 11:30 A.M.

MoDOT BRIDGE INSPECTION REPORT

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Denzil Brown, Assistant Road & Bridge Administrator, Kim Lovelace, Deputy Clerk, Dave O'Connor, MoDOT District Maintenance Engineer,(via-teleconference), Matt Geiger, MoDot Bridge Engineer, (via-teleconference), Keith Francis, City of Branson Director of Public Works, (via-teleconference), Cheryl Harrison, City of Branson Office Manager of Public Works, (via-teleconference), and Ben Stabo, City of Branson Public Works Supervisor, (via-teleconference).

Discussion ensued.

Discussion ended at 12:07 p.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also Present: Lesley Wallace, Commission Assistant, and Kim Lovelace, Deputy Clerk.

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

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.