OFFICIAL COMMISSION MINUTES MAY 31ST, 2022 – 11th 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 9:03 a.m.

COMMISSION REMARKS

None.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #467655 through Check #467721, no Warrants and one Journal Entry/Transfer. 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 the Executive Session Minutes for May 23rd, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (abstain).

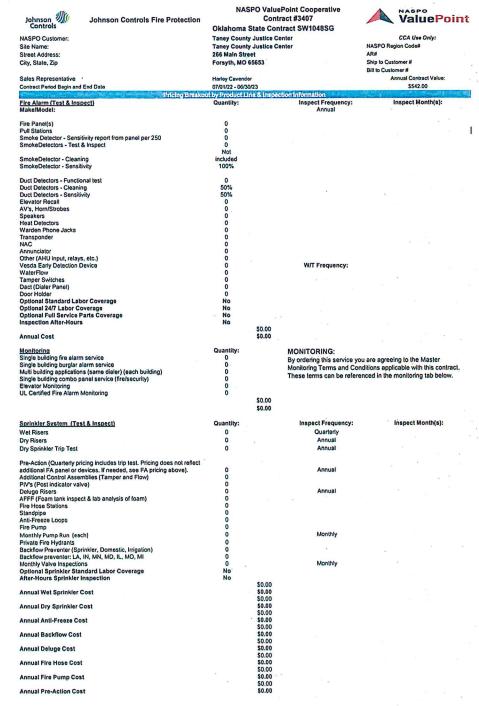
Commissioner Williams moved to approve the Regular Session Minutes for May 23rd, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

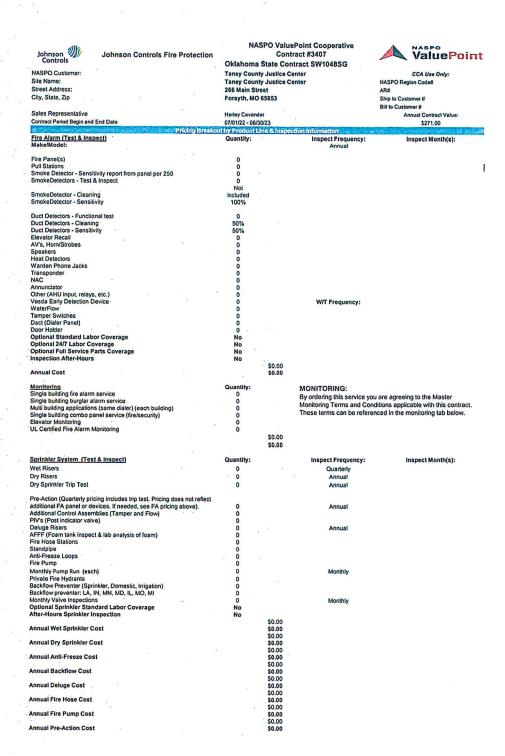
Commissioner Wyatt moved to approve the Regular Session Minutes for May 18th, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

NASPO VALUEPOINT CONTRACT #3407 JAIL KITCHEN HOOD + FIRE EXTINGUISHERS #22-059M

Renee Brusca, Building & Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Jail kitchen hood + Fire extinguisher inspection by and between Taney County and Johnson Controls. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).





ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES #22-061M

Renee Brusca, Building & Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

793

BOETTCHER SERVICE & SUPPLY

Commissioner Williams moved to approve the Addendum to the Agreement for Janitorial Supplies by and between Boettcher Service & Supply and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-061M(b)

ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES

THIS ADDENDUM, made effective 31 day of May, 2022 by and between Boettcher Service & Supply, Inc. ("Contractor") and Taney County, Missouri ("Customer").

WHEREAS, Contractor and Customer entered into the Agreement for the purchase of janitorial supplies, dated March 11, 2019 ("Agreement");

WHEREAS, the latest Notice of Renewal was approved on March 7, 2022, wherein the Agreement was extended for the remaining one (1) year term through March 10, 2023, completing the term; and

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

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

1. <u>Contract Price.</u> The parties agree to <u>delete</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE, in the Contractor's bid response.

The parties agree to <u>insert and replace</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE in the Contractor's bid response with "Exhibit A-1", which is attached to this Addendum and incorporated herein by reference.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. Contractor and Customer continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1, above.

DISPOSE N SAVE, LLC

Commissioner Williams moved to approve the Addendum to the Agreement for Janitorial Supplies by and between Dispose N Save, LLC and Taney County Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-061M(c)

ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES

THIS ADDENDUM, made effective 31 st day of May, 2022 by and between Dispose N' Save, LLC ("Contractor") and Taney County, Missouri ("Customer").

WHEREAS, Contractor and Customer entered into the Agreement for the purchase of janitorial supplies, dated March 11, 2019 ("Agreement");

WHEREAS, the latest Notice of Renewal was approved on March 7, 2022, wherein the Agreement was extended for the remaining one (1) year term through March 10, 2023, completing the term; and

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

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

1. <u>Contract Price.</u> The parties agree to <u>delete</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE, in the Contractor's bid response.

The parties agree to <u>insert and replace</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE in the Contractor's bid response with "Exhibit A-1", which is attached to this Addendum and incorporated herein by reference.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. Contractor and Customer continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1, above.

HILLYARD, INC

Commissioner Williams moved to approve the Addendum to the Agreement for Janitorial Supplies by and between Hillyard, Inc and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-061M(d)

ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES

THIS ADDENDUM, made effective 31 day of May, 2022 by and between Hillyard, Inc. ("Contractor") and Taney County, Missouri ("Customer").

WHEREAS, Contractor and Customer entered into the Agreement for the purchase of janitorial supplies, dated March 11, 2019 ("Agreement");

WHEREAS, the latest Notice of Renewal was approved on March 7, 2022, wherein the Agreement was extended for the remaining one (1) year term through March 10, 2023, completing the term; and

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

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

1. <u>Contract Price.</u> The parties agree to <u>delete</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE, in the Contractor's bid response.

The parties agree to <u>insert and replace</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE in the Contractor's bid response with "Exhibit A-1", which is attached to this Addendum and incorporated herein by reference.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. Contractor and Customer continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1, above.

INDUSTRIAL SOAP COMPANY

Commissioner Williams moved to approve the Addendum to the Agreement for Janitorial Supplies by and between Industrial Soap Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-061M(e)

ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES

THIS ADDENDUM, made effective 31 day of May, 2022 by and between Industrial Soap Company ("Contractor") and Taney County, Missouri ("Customer").

WHEREAS, Contractor and Customer entered into the Agreement for the purchase of janitorial supplies, dated March 11, 2019 ("Agreement");

WHEREAS, the latest Notice of Renewal was approved on March 7, 2022, wherein the Agreement was extended for the remaining one (1) year term through March 10, 2023, completing the term; and

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

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

1. <u>Contract Price.</u> The parties agree to <u>delete</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE, in the Contractor's bid response.

The parties agree to <u>insert and replace</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE in the Contractor's bid response with "Exhibit A-1", which is attached to this Addendum and incorporated herein by reference.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. Contractor and Customer continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1, above.

HARRISON GROCER CO., INC DBA PIPPIN WHOLESALE CO.

Commissioner Williams moved to approve the Addendum to the Agreement for Janitorial Supplies by and between Harrison Grocer Co., Inc dba Pippin Wholesale Co. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-061M(f)

ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES

THIS ADDENDUM, made effective 31 st day of May, 2022 by and between Harrison Grocer Co., Inc. d/b/a Pippin Wholesale Co. ("Contractor") and Taney County, Missouri ("Customer").

WHEREAS, Contractor and Customer entered into the Agreement for the purchase of janitorial supplies, dated March 11, 2019 ("Agreement");

WHEREAS, the latest Notice of Renewal was approved on March 7, 2022, wherein the Agreement was extended for the remaining one (1) year term through March 10, 2023, completing the term; and

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

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

1. <u>Contract Price.</u> The parties agree to <u>delete</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE, in the Contractor's bid response.

The parties agree to <u>insert and replace</u> the pricing table set forth in Section 3, SPECIFICATIONS/PRICING TABLE in the Contractor's bid response with "Exhibit A-1", which is attached to this Addendum and incorporated herein by reference.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. Contractor and Customer continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1, above.

AGREEMENT FOR ASPHALT + CONCRETE PLANER #22-058RB

Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Asphalt & Concrete Planer by and between Taney County and John Fabick Tractor Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-058RB

Agreement for Asphalt/Concrete Planer

THIS AGREEMENT ("Agreement") dated the 3 day of 10 202, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, a Missouri Corporation (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 to purchase an Asphalt/Concrete Planer ("Equipment") shall include Sales Agreements dated May 11, 2022, Proposals and the cooperative purchasing contract documents of Sourcewell Contract #032119-CAT, all of 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 provided under this Agreement. The Purchase Price shall not exceed \$34,611.00. 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 must be invoiced with specific department information. 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.
- <u>5. Binding Effect.</u> 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.
- <u>6. Entire Agreement.</u> 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.

CONTRACT BETWEEN TANEY COUNTY AND BCS PROSOFT, LLC #22-055CM Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Contract between Taney County and BCS Prosoft, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-055CM

CONTRACT BETWEEN TANEY COUNTY AND BCS PROSOFT, LLC

lome now the County of Taney, Missouri (hereafter, "County") and BCS ProSoft, LLC (hereafter, Supplier"), for and in consideration of the promises of each to the other contained herein, and agree:

- Supplier shall provide Sage 100 (which is also known as Sage 100c or Sage 100cloud) Software, Biznet Software and other associated software, products and services, as requested by County. Including but not limited to: supplying information and integration assistance to IT on hardware or network specifications from Software vendors, contacting vendors on behalf of the County, assistance with software, support of software, installation of new versions (aka upgrades) and all related services for these or any future software solutions purchased through Supplier. Additionally, Supplier will act as reseller of other software related to accounting as requested by County.
- The term of this agreement shall commence on the date the agreement is fully executed by all parties and end June 30, 2023.
- 3) Payments: County shall pay Supplier for software, annual maintenance fees (also known as business care) or other software costs from Vendors are requested. Software will be ordered from appropriate vendor once payment is received. In addition, the County shall pay Supplier the cost agreed to by the County and Supplier of all associated software and products requested by County for additional licenses, modules, or other software. County shall pay Supplier for support service work, done at the request of County, at the rate of \$175.00 per hour, plus reimbursement for travel (including mileage tolls, and time) at the rate of \$92.50 per hour. The actual time spent on the problem or project with your County staff and Sage Software, Biznet Software, or any other software vendor support, is billable in 15-minute increments at the standard rate per hour for actual time spent. The standard fee for consulting services is one hundred eighty-five dollars (\$185.00) per hour.
- 4) This contract shall be construed according to the laws of the State of Missouri. Supplier shall comply with all local, state, and federal laws and regulations relating to the performance of this contract.
- 5) It is agreed that any action at law, suit in equity, or other judicial proceeding to enforce or construe this contract, or regarding breach, shall be instituted only in the Circuit Court of Taney County, Missouri, and that if County is the prevailing party in any such proceeding County shall be entitled to recover all resulting fees and expenses incurred by it.
- 6) Supplier shall defend, indemnify and hold harmless the County, including its officers, agents and employees, from any claim or liability, whether based on a claim for damages to real or personal property or to a person, for any matter relating to or arising out of Supplier's wrongful or negligent performance of its obligations under this contract.
- 7) No modification or addition to this agreement, or the obligations thereunder, shall be effective until placed in writing and executed by all parties.

DISCUSSION OF STORM WATER PIPE ISSUE

Mel Eakins, Great River Engineering Principal, was present.

Discussion ensued.

RECESS: 9:21 A.M.

RECONVENE: 9:41 A.M.

ROAD AND BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield and Commissioner Williams

Also present: Mel Eakins, Great River Engineering Principal, Devin Huff, Road & Bridge Administrator, David Clark, County Auditor, and Stephanie Spencer, Chief Deputy Clerk.

Discussion ensued.

800

EXECUTIVE SESSION: 9:55 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

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

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

END OF EXECUTIVE SESSION: 11:01 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Commission Assistant, and Stephanie Spencer, Chief 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: 11:09 A.M.

The minutes were taken by Presiding Commissioner Scofield, and Stephanie Spencer, Chief Deputy Clerk, and typed by Stephanie Spencer, Chief Deputy Clerk.

This page left blank intentionally.

802