

**OFFICIAL
COMMISSION MINUTES
AUGUST 7th, 2017 6th DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:39 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda

**RECESS
8:51 a.m.**

**RECONVENE
9:00 a.m.**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room at 9:02 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

PUBLIC COMMENT
None.

Prayer and Pledge

CALL TO ORDER

Presiding Commissioner Mike Scofield called the Commission meeting to order at 9:03 a.m.

COMMISSION REMARKS
None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to Approve Checks #446132 thru #446187, Warrants #6819 thru #6823 with no Journal Entries. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), Wyatt (aye).

APPROVE PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Previous Meeting Minutes July 31, 2017. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes for July 31, 2017. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

APPROVAL OF PAYROLL

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

TANEY COUNTY PURCHASING CARD POLICY

Rick Findley, Taney County Auditor, came before the Commission to present Taney County Purchasing Card Policy.

Discussion ensued.

Commissioner Wyatt moved to approve the Taney County Purchasing Card Policy as presented. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

AGREEMENT FOR VOTER REGISTRATION PRINTING & MAILING SERVICES #17-016C

Presiding Commissioner Scofield read a letter from Mr. Frank Cottey, Taney County Attorney, which stated that he approved the Agreement for Voter Registration Printing and Mailing Services and approves it to form.

Commissioner Wyatt moved to approve the Agreement for the Voter Registration Printing and Mailing Services for Edward J. Rice and Taney County file #17-016C. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Wesley Shoemaker, Chief Deputy Clerk, informed the Commission that Edward J. Rice already contacted the Clerk's Office and commended them for following through with an actual agreement.

AGREEMENT
for
VOTER REGISTRATION PRINTING & MAILING SERVICES

THIS AGREEMENT dated the 7th day of August, 2017 is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and Edward J. Rice Company, Inc. of Springfield, Mo. 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 Voter Registration Printing & Mailing Services; County of Taney Request for Bid number 201706-379, any applicable addenda; and the Contractor's bid response executed by Christopher Rice 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 data, specifications and literature submitted with bid response 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.
- Term & Supply Purchase** - The County agrees to this term & supply purchase from the Contractor and the Contractor agrees to supply the County services 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 service provider and shall furnish Voter Registration Printing & Mailing Services for the County. Said services are to be furnished on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as listed within the bid response. If certain unusual circumstances occur specific to a gap, or delay, in service the County may consider the next lowest bid response.
- Contract Duration** - Once awarded this agreement shall commence on _____ and extend for 36 months subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County, for an additional twelve (12) months, 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.
- Billing and Payment** - All billing shall be invoiced with specific department information and include bid number 201706-379 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 taxes 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 statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid 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 that payment was due.
- 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.

Taney County Missouri
By: Taney County Commission

Contractor, Edward J. Rice Company, Inc.

Authorized Person (PRINT) Mike Scofield Presiding Commissioner

Signature Mike Scofield Date 8/7/17

Date _____ Attest: Donna Neeley
Donna Neeley, County Clerk

Address: Edward J. Rice Company, Inc.
Post Office Box 1398
Springfield, Missouri 65801

Date 8/7/2017

AUDITOR CERTIFICATION:
In accordance with RSMo 50.650, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

Bill C. Scofield Signature Date 8-7-17 Appropriation Account _____

JULY 2017 PERSONAL PROPERTY ADD ON REPORT

Mr. Shoemaker came before the Commission to present July 2017 Personal Property Add On Report.

Commissioner Wyatt moved to accept the Personal Property Add on's done from July 1, 2017 through July 31, 2017. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

AMENDMENT TO EASEMENT ON OLL HART ROAD

Mr. Cottey has reviewed this Amendment and approves it to form.

Presiding Commissioner Scofield moved to approve the Amendment to Easement on Oll Hart road file #17-105RB. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Presiding Commissioner MS; Eastern Commissioner DW; Western Commissioner ZBU 2

PARKING GARAGE EEP #17-108CM

Ron Erickson, Taney County Purchasing Director, and Scott Terpening, Taney County Maintenance Supervisor, came before the Commission to present Parking Garage EEP #17-108CM.

Discussion ensued

Commissioner Wyatt moved to approve the request for the Emergency Event Procurement between MTS Contracting and Taney County in the amount of \$93,820 for the Parking Garage EEP#17-108CM. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

RECESS

9:26 a.m.

RECONVENE

9:47 a.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

Taney County Commission Conference Room

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

ADJOURN

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

ADJOURN

10:30 a.m.

The minutes were taken and typed by Deputy Clerk Ally Clemans.

This page left blank intentionally.