

**OFFICIAL
COMMISSION MINUTES
NOVEMBER 5th, 2018 8th DAY OF
THE OCTOBER ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None.

CALL TO ORDER

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

FORMAL AGENDA

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

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #452182 thru #452245, no Warrants or Transfers. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for October 29, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive session minutes for October 29, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

WELLNESS COMMITTEE APPOINTMENT

Commissioner Wyatt moved to approve the appointment of Hannah Hodges to fill the vacancy on the Wellness Committee. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MARRIAGE & DISSOLUTION FEE FOR DOMESTIC VIOLENCE SHELTER FUND

Melanie Smith, Taney County Treasurer, came before the Commission to present the Marriage & Dissolution Fee for Domestic Violence Shelter Fund.

Commissioner Wyatt moved to approve the funds to go to the Woman's crisis center from the Marriage and Dissolution Fees. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MEMORANDUM OF UNDERSTANDING 911 EMERGENCY TELEPHONE SYSTEM
PSAP #18-074CM**

Tammy Hagler, 911 Administrator, came before the Commission to present the Memorandum of Understanding 911 Emergency Telephone System PSAP #18-074CM.

MEMORANDUM OF UNDERSTANDING
FOR 911 EMERGENCY TELEPHONE SYSTEM

THIS MEMORANDUM OF UNDERSTANDING is made this ____ day of _____, 2018, by and between Taney County, Missouri ("County"), and the Sheriff of Taney County ("Sheriff").

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 County and the City of Branson, Missouri ("City"), have entered into a Mutual Cooperation Agreement for 911 Emergency Telephone System setting forth the terms and obligations of the County and City with respect to providing a 911 Emergency Telephone System and Public Service Answering Points in Taney County, Missouri; and

WHEREAS, the County, Sheriff, and City 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 County and Sheriff desire to set forth a memorandum of understanding with respect to providing a 911 Emergency Telephone System and Public Service Answering Points in Taney County, Missouri in the Sheriff's Department; and

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

1. Operation of PSAPs. The Sheriff shall maintain, operate, and supervise the respective Sheriff PSAP 24-hours per day, 7-days per week, and shall provide a minimum of two (2) dispatchers (or such other position title is assigned by the respective party) ("Dispatcher") 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. Sheriff shall provide suitable and appropriate office space and employees for the respective Sheriff PSAP, as follows:

- a. By Sheriff. Sheriff agrees to and shall maintain, operate, and supervise one (1) PSAP, to be located at the Taney County Sheriff's Department. Sheriff will recruit, select, hire, train, compensate, discipline and terminate all Dispatchers at the County PSAP, who shall all be employees of the Sheriff.

Sheriff will provide all benefits and other expenses related to employment of operators, including workers' compensation and applicable fringe benefits in accordance with County policy.

2. 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 Memorandum, Sheriff shall be obligated to return to County all PSAP equipment and voice recorders.

3. Compensation. Without regard to the following provisions, the duty of the County to provide compensation to the Sheriff 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 the respective Agreement and the other to be operated by the Taney County Sheriff's Department as set forth in this Memorandum. 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 Sheriff PSAP for the previous two (2) years shall be identified (the "City Calls" and "Sheriff Calls", respectively). The compensation under this paragraph shall be paid to the Sheriff in November by taking the Sheriff 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 Sheriff were 31,305 in 2016, and 26,419 in 2017, for a total of 57,724 Sheriff Calls. In order to calculate the compensation to be paid to the Sheriff, the following calculation is applied: 57,724/90,215 multiplied by the PSAP Appropriation Amount.

4. Term. The term of this Memorandum shall commence on the date it is executed by the parties. The term of the Memorandum 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 Memorandum, in its sole and absolute discretion, by providing 60-days advance written notice.

5. 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.

6. 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:

- a. 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.
- b. Sheriff 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.

7. Sovereign Immunity; Official Immunity. In no event shall the language or requirements set forth in this Memorandum 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.

8. 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.

9. Authority. The parties represent and warranty that the individuals executing this Memorandum on behalf of the respective parties have received the proper approvals and authorizations necessary to enter into this Memorandum and that the same has been approved by the appropriate governing bodies of the parties.

10. 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 Memorandum supersedes any prior agreements of the parties regarding the subject matter set forth herein. This instrument may not be enlarged, modified or altered except in writing and signed by the parties.

11. 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


Mike Scofield, Presiding Commissioner

11/05/18
Date

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, County Clerk

11/5/18
Date

Certificate of Accounting Officer Pursuant to 50.660, RSMo.

The undersigned, as Budget and Accounting Office 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, County Auditor

11/5/18
Date

SHERIFF, TANEY COUNTY, MISSOURI

Timmie Russell Sheriff

Date

Commissioner Williams moved to approve the Memorandum of Understanding for 911 Emergency Telephone System by and between Taney County and the Sheriff of Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

A RESOLUTION TO OPT OUT OF LAGERS (CORONER) #18-111CM

Presiding Commissioner Scofield read the resolution into the Minutes as follows.

Discussion ensued.

RESOLUTION TO OPT OUT OF COVERING CERTAIN ELECTED OFFICIALS IN THE LAGERS PROGRAM

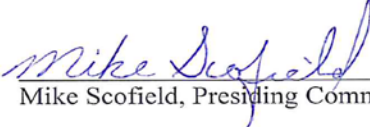
WHEREAS, the County Commission of the County of Taney, State of Missouri, pursuant to §§ 70.600 – 70.755, RSMo., desires to opt out of covering the elected office of Coroner, who works less than one thousand hours per year, from the LAGERS program; and

WHEREAS, the Taney County Commission will continue to cover all elected officials that work over one thousand hours per year; and

NOW, THEREFORE, BE IT RESOLVED by the Taney County Commission, as follows:

1. In accordance with §§ 70.600 – 70.755, RSMo., the elected office of Coroner, who works less than one thousand hours per year, shall not be covered in the LAGERS program.

Passed and approved by the County Commission of Taney County, Missouri, this ___ day of October, 2018.


Mike Scofield, Presiding Commissioner


Brandon Williams, Associate Commissioner


Sheila Wyatt, Associate Commissioner

ATTEST:


Donna Neeley, County Clerk



Commissioner Williams moved to approve the resolution to opt out of covering certain elected officials in the LAGERS program. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BENEFITS DISCUSSION

Commissioner Wyatt moved to continue to pay the \$100 a month or \$1200 a year to the employees with the omission of the Elected Officials. Commissioner Williams seconded the motion. Presiding Commissioner Scofield asked for discussion.

Presiding Commissioner Scofield asked Rick Findley, Taney County Auditor, to come up and share his opinion

Commissioner Williams rescinded his second.

Presiding Commissioner Scofield moved to pay the \$100 to all employees and elected officials that are on the family plan. Commissioner Williams seconded the motion. The motion failed: Scofield (aye), Williams (abstain), and Wyatt (abstain).

Motion will be researched and will be revisited later.

RECESS

9:36 a.m.

RECONVENE

9:40 a.m.

DUMP TRUCK DISCUSSION

Devin Huff, Taney County Road and Bridge Administrator, came before the Commission to discuss the issues that he is having with the purchase of Dump Trucks.

Commissioner Williams moved to table to a definite time of 1:00 p.m. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LETTER TO BRANSON AIRPORT

Discussion continued in regards to the Letter to the Branson Airport.

Topic tabled until next Tuesday.

RECESS

9:56 a.m.

RECONVENE

10:10 a.m.

DAILY STAFF REVIEW AND AGENDA REQUEST

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, and Shanna Tilley

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

RECESS

10:56 a.m.

RECONVENE

1:14 p.m.

DUMP TRUCK DISCUSSION

The Commission met with Mr. Huff to continue the discussion regarding Dump Trucks.

No motions were made.

ADJOURNMENT

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

ADJOURN

1:23 p.m.

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