

**OFFICIAL
COMMISSION MINUTES
MARCH 9, 2020 – 14th DAY OF
THE JANUARY 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 9:02 a.m.

COMMISSION REMARKS

None.

MONTHLY BUDGET REPORT

David Clark, Auditor, presented the Monthly Budget Report.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #458266 through Checks #458349, Warrants #7366 through #7372 and one Journal Entry and 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 Regular Session Minutes from March 2nd, 2020. 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 from March 2nd, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**NOTICE OF RENEWAL –
JANITORIAL SUPPLIES #20-024M**

Renee Brusca, Building and Grounds, was present.

ASPEN CHEMICAL & SUPPLY, LLC #20-024M(a)

Renee Brusca, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal by and between Aspen Chemical & Supply, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-026M(a)

AGREEMENT
for
JANITORIAL SUPPLIES (Aspen)

THIS AGREEMENT dated the 11th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Aspen Chemical & Supply, LLC. of Springfield, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

BOETTCHER SERVICES & SUPPLY, INC #20-024M(b)

Renee Brusca, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal by and between Boettcher Services & Supply and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit A

No. 19-026M(b)

AGREEMENT

for

JANITORIAL SUPPLIES (Boettcher)

THIS AGREEMENT dated the 1st day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Boettcher Service & Supply, Inc. of Republic, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

DISPOSE N'SAVE, LLC #20-024(c)

Renee Brusca, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal by and between Dispose N'Save and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit A

No. 19-026M(c)

AGREEMENT
for
JANITORIAL SUPPLIES (Disp. N' Save)

THIS AGREEMENT dated the 11th day of March, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Dispose N' Save, LLC. of Monroe, New York. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

HILLYARD, INC. #20-024M (d)

Renee Brusca, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal 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).

Exhibit A

No. 19-026M(d)

AGREEMENT
for
JANITORIAL SUPPLIES (Hillyard)

THIS AGREEMENT dated the 14th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Hillyard, Inc. of Springfield, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.
3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

INDUSTRIAL SOAP COMPANY #20-024M (e)

Renee Brusca, Building and Grounds, was present

Commissioner Williams moved to approve the Notice of Renewal 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).

Exhibit A

AGREEMENT

No. 19-026M(e)

for
JANITORIAL SUPPLIES (Industrial Soap Co.)

THIS AGREEMENT dated the 1st day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Industrial Soap Company of St. Louis, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.
3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

HARRISON GROCER CO., INC. DBA PIPPIN WHOLESALE CO. #20-024M (f)

Renee Brusca, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal 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).

Exhibit A

AGREEMENT

for

JANITORIAL SUPPLIES (Pippen)

No. 19-026M(g)

THIS AGREEMENT dated the 11th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Harrison Grocer Co., Inc. dba Pippin Wholesale Company of Harrison, Ark. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

ADDENDUM – AGREEMENT FOR JANITORIAL SUPPLIES #20-018M

Renee Brusca, Building and Grounds, was present.

Commissioner Williams moved to approve the Addendum to the Agreement for janitorial supplies by and between RJ Kool Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

ADDENDUM TO AGREEMENT FOR JANITORIAL SUPPLIES

THIS ADDENDUM entered into on the 1st day of March, 2020, made by and between RJ Kool Company of Missouri (“Contractor”) and Taney County, Missouri (“County”).

WHEREAS, County and Laundry Solutions Company (“Laundry Solutions”) entered into an Agreement for Janitorial Supplies, dated March 11, 2019 (“Agreement”); and

WHEREAS, on or about June 10, 2019, Contractor acquired the Chemical, Paper and Janitorial Supply Division of Laundry Solutions, including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, County and Contractor 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. Amendment of Party. All references to “Laundry Solutions Company” in the Agreement shall be deleted, removed, replaced and amended to identify “RJ Kool Company of Missouri.” Contractor agrees to be bound by the terms and conditions of the Agreement set forth in Exhibit A.

2. Notice of Renewal. Notice is given that the County agrees to renew the Agreement for Janitorial Supplies, commencing March 11, 2020, for a period of one (1) year, which will expire on March 10, 2021, subject to the renewal provision set forth in paragraph 3 of the Agreement.



3. Original Agreement. This Addendum is subject to the Agreement and to each and every term, covenant, conditions and agreement set forth therein. County and Contractor 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 and 2, above.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year set forth above.

FIRE TESTING RENEWAL #20-021M

Renee Brusca, Building and Grounds, was present.

Commissioner Wyatt moved to approve the Fire Testing Renewal between Johnson Controls and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

 <p>Johnson Controls Fire Protection</p>	<p>Sourcewell Cooperative Contract #031517-SGL</p>	 <p>Sourcewell Contract # 031517-SGL</p>
<p>Sourcewell Customer: Site Name: Street Address: City, State, Zip</p> <p>Sourcewell Member #: Sales Representative Contract Period Begin and End Date</p>	<p>Taney County Old Courthouse Taney County Old Courthouse 132 David Street FORSYTH, MO 65653</p> <p>26250 Roberto Alba Apr 1, 2020 - March 31, 2021</p>	<p>CCA Use Only: Sourcewell Region Code# ARR# Ship to Customer # Bill to Customer # Sourcewell Rev 3 Effective 9-05-19 Annual Contract Value: \$493.90</p>
Fire Alarm (Test & Inspect)		
<p>Make/Model: SILENT KNIGHT PROGRAMMABLE</p> <p>Fire Panel(s) 1</p> <p>Pull Stations 7</p> <p>Smoke Detector - Sensitivity report from panel per 250 0</p> <p>SmokeDetectors - Test & Inspect 25</p> <p>SmokeDetector - Cleaning Not included</p> <p>SmokeDetector - Sensitivity Not included</p> <p>Duct Detectors - Functional test 0</p> <p>Duct Detectors - Cleaning Not included</p> <p>Duct Detectors - Sensitivity Not included</p> <p>Elevator Recall 0</p> <p>AV's, Horn/Strobes 18</p> <p>Speakers 0</p> <p>Heat Detectors 0</p> <p>Warden Phone Jacks 0</p> <p>Transponder 0</p> <p>NAC 0</p> <p>Annunciator 0</p> <p>Other (AHU input, relays, etc.) 0</p> <p>Vesda Early Detection Device 0</p> <p>WaterFlow 0</p> <p>Tamper Switches 0</p> <p>Dact (Dialer Panel) 0</p> <p>Door Holder 0</p> <p>Optional Standard Labor Coverage No</p> <p>Optional 24/7 Labor Coverage No</p> <p>Optional Full Service Parts Coverage No</p> <p>Inspection After-Hours No</p> <p>Annual Cost \$0.00</p>	<p>Quantity:</p> <p>Inspect Frequency: Annual</p> <p>Inspect Month(s):</p>	<p>W/T Frequency:</p>
Monitoring		
<p>Single building fire alarm service 0</p> <p>Single building burglar alarm service 0</p> <p>Multi building applications / and or partitions 0</p> <p>Single building combo panel service (fire/security) 0</p> <p>Elevator Monitoring 0</p> <p>UL Certified Fire Alarm Monitoring 0</p> <p>Annual Cost \$0.00</p>	<p>Quantity:</p>	<p>MONITORING: By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.</p>
Sprinkler System (Test & Inspect)		
<p>Wet Risers 0</p> <p>Dry Risers 0</p> <p>Dry Sprinkler Trip Test 0</p> <p>Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices, if needed, see FA pricing above). 0</p> <p>Additional Control Assemblies (Tamper and Flow) 0</p> <p>PIV's (Post Indicator valve) 0</p> <p>Deluge Risers 0</p> <p>AFFF (Foam tank inspect & lab analysis of foam) 0</p> <p>Fire Hose Stations 0</p> <p>Standpipe 0</p> <p>Anti-Freeze Loops 0</p> <p>Fire Pump 0</p> <p>Monthly Pump Run (each) 0</p> <p>Private Fire Hydrants 0</p> <p>Backflow Preventer (Sprinkler, Domestic, Irrigation) 0</p> <p>Backflow preventer; LA, IN, MN, MD, IL, MO, MI 0</p> <p>Monthly Valve Inspections (# of Valves - select inspection frequency) 0</p> <p>Optional Sprinkler Standard Labor Coverage No</p> <p>After-Hours Sprinkler Inspection No</p> <p>Annual Wet Sprinkler Cost \$0.00</p> <p>Annual Cost of Monthly Valve Inspections \$0.00</p> <p>Annual Dry Sprinkler Cost \$0.00</p> <p>Annual Anti-Freeze Cost \$0.00</p> <p>Annual Backflow Cost \$0.00</p> <p>Annual Deluge Cost \$0.00</p> <p>Annual Fire Hose Cost \$0.00</p> <p>Annual Fire Pump Inspection Cost \$0.00</p> <p>Annual Monthly Fire Pump Run Cost \$0.00</p> <p>Annual Pre-Action Cost \$0.00</p> <p>Annual Standpipe Cost \$0.00</p> <p>Annual Fire Hydrant Cost \$0.00</p>	<p>Quantity:</p> <p>Inspect Frequency: Quarterly, Annual, Monthly, Monthly with Annual</p> <p>Inspect Month(s):</p>	

AGREEMENT FOR MINI EXCAVATOR #20-022RB

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

Commissioner Williams moved to approve the Agreement for Mini Excavator by and between Fabick Caterpillar and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-022RB

AGREEMENT for Mini Excavator

THIS AGREEMENT dated the 9th day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Fabick Caterpillar, of Springfield, Mo. (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 a Mini Excavator ("Equipment") shall include the sales order, dated February 24, 2020, and cooperative purchasing Sourcewell Contract #032119-CAT, which are each attached hereto and incorporated herein by reference as Exhibit A. 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 the price as quoted by the aforementioned Sourcewell contract of \$117,500.00. 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.

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.

AGREEMENT FOR ANIMAL CONTROL DISPOSAL SERVICES #20-025AC

Sherry Simpson, Animal Control Supervisor, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Family Pet Memorial Gardens Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT *for* Animal Disposal Services

THIS AGREEMENT (“Agreement”) dated the 9th day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter “County”) and Friends of the Family Pet Memorial Gardens, Inc. (hereinafter “Contractor”).

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

1. Contract Documents. The Contract Documents to this Agreement for Animal Disposal Services (“Services and Equipment”) shall include the Contractor’s Quote in response to County’s Request, and Contractor Scope of Work document, which are attached hereto and incorporated herein by reference. 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. All services provided under this Agreement shall not exceed the price as quoted of: \$22.00 per body.

3. Contract Duration. This Agreement shall commence on the ___ day of March, 2020, and continue for a period of 12 months through ___ day of March, subject to the provisions for termination specified below. This Agreement may be renewed beyond the initial term by the order of the County for additional one (1) year terms subject to the condition that there shall be no fee increases during any renewal term.

4. Term & Supply Service. The County agrees to the service price from the Contractor and the Contractor agrees to supply the County all Services and Equipment described in this Agreement and the Contract Documents, for the prices set forth herein, and as needed and ordered by County. Contractor shall act as the primary supplier for Animal Disposal for the County during the term of this Agreement. Services and Equipment will be performed and provided on an “as needed” basis with scheduling being completed the Taney County Animal Control staff.

5. Billing and Payment. All billing shall be invoiced with specific department information 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. 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.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Sandra Smart, Regional Business Consultant, and Cody Cox, Regional Business Consultant, updated the Commission on various Extension Programs.

TANEY COUNTY HEALTH DEPARTMENT UPDATE

Lisa Marshall, Taney County Health Department Director, updated the Commission on various Health Department programs.

RECESS: 9:35 A.M.

RECONVENE: 10:09 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: David Clark, Auditor, Devin Huff, Road and Bridge Administrator, Renee Brusca, Building and Grounds, Spencer Jones, Great River Engineering Principal/Engineer, Tim Church, Tri Lakes News Reporter, and Donna Neeley, County Clerk.

Discussion Ensued.

Sheila Wyatt left the meeting at 10:13 a.m.

Sheila Wyatt entered the meeting at 10:14 a.m.

Sheila Wyatt left the meeting a t 10:19 a.m.

Sheila Wyatt entered the meeting 10:20 a.m.

Renee Brusca and Spencer Jones left the meeting at 10:33 a.m.

Commissioner Williams moved to enter into Executive Session per section 610.021(3) (Personnel). Commissioner Wyatt denied. Determined Executive Session not needed.

Devin Huff left the meeting at 10:34 a.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant, Tim Church, Tri-Lakes News Reporter, and Donna Neeley, County Clerk.

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

10:38 A.M.

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