### OFFICIAL COMMISSION MINUTES NOVEMBER 2, 2020 – 7<sup>th</sup> DAY OF THE OCTOBER ADJOURN TERM

### FORMAL AGENDA

The County Commission met in the Commission Conference 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 Williams moved to approve Checks #461096 through Check #461163, Warrant #7506 and two Transfers and Journal Entries. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve the Regular Session Minutes for October 26th, 2020 Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Executive Minutes for October 26th, 2020 Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### WORK AUTHORIZATION AGREEMENT #20-112CM

Devin Huff, Road & Bridge Administrator, and Jason Silvis, Great River Engineering, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Work Authorization Agreement by and between Taney County and Great River Associates. Commissioner Williams amended his motion to include Incorporated. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

# BID RECOMMENDATION FOR 2020 DODGE DURANGO PURSUIT AWD SUV'S (4 OR MORE) RFB #202010-458

Jimmie Russell, Sheriff, and Nikki Lawrence, Director of Purchasing/Legal Liaison, were present.

Commissioner Williams moved to award Bid #202010-458 to Belhmann Chrysler Dodge Jeep and Ram out of Troy, Missouri for four (4) or more vehicles. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### MEMORANDUM OF UNDERSTANDING FOR 911 EMERGENCY TELEPHONE SYSTEM #20-115CM

Jimmie Russell, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

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

> MEMORANDUM OF UNDERSTANDING FOR 911 EMERGENCY TELEPHONE SYSTEM

THIS MEMORANDUM OF UNDERSTANDING is made this \_\_\_\_\_day of \_\_\_\_\_\_. 2020, 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. <u>Operation of PSAPs.</u> 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 PSAP, as follows:

a. <u>By Sheriff.</u> 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.

## PRESCRIPTION DRUG MONITORING PROGRAM USER AGREEMENT RENEWAL #20-098CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Renewal for PDMP User Agreement by and between Taney County and St. Louis County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

#### **PRINTING AND MAILING SERVICES AGREEMENT #20-114AS**

Susan Chapman, Assessor, was present.

Commissioner Williams moved to approve the Agreement for Printing and Mailing Services by and between Taney County and Edward J. Rice Company Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-114AS

AGREEMENT for

Printing & Mailing Services

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Edward J. Rice Co., Inc. of Springfield, Missouri (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 provide printing and mailing services for the Assessor's Office ("Service") shall include the 2021 Assessment List Budget Estimate dated October 23, 2020, pursuant to the Request for Proposal, #19-10697, for Greene County, Missouri, the bid response, and Amendment #19-1056, dated February 3, 2020, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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. Services provided under this Agreement shall not exceed the prices as quoted in the attached Greene County RFP and the County agrees to purchase the Service from the Contractor and the Contractor agrees to provide to the County the Service described in this Agreement. The Purchase Price shall not exceed \$22,148.72. 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 Quote response.

<u>4. Billing and Payment.</u> 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.

### **RECESS: 9:32 A.M.**

### EXECUTIVE SESSION: 10:03 A.M.

### **EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)**

(*Taney County Commission Conference Room*) Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

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

### END OF EXECUTIVE SESSION: 10:52 A.M.

### **RECONVENE: 10:54 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.

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: 11:04 A.M.

The minutes were taken by Presiding Commissioner Mike Scofield, and Kim Lovelace, Deputy Clerk and typed by Kim Lovelace, Deputy Clerk.