OFFICIAL COMMISSION MINUTES FEBRUARY 11th, 2021 – 13th DAY OF THE JANUARY ADJOURN TERM

FORMAL AGENDA

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

Also present: Mona Cope, Treasurer, Susan Chapman, Assessor, and Travis Elliott (viateleconference).

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:08 a.m.

EXECUTIVE SESSION: 9:08 A.M.

EXECUTIVE SESSION PER SECTION 610.021.1 (LEGAL)

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

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

END OF EXECUTIVE SESSION: 9:46 A.M.

PUBLIC ADMINISTRATORS OFFICE BOND #20-135PAD

Presiding Commissioner Scofield referenced a letter from their attorney. Joanna Jasper, Public Administrator, was present.

Commissioner Wyatt moved to approve the Public Administrators Office Bond between Teeple Insurance Agency, Inc. and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT for Public Administrator's Office Bond

THIS AGREEMENT dated the <u>the</u> day of February 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Teeple Insurance Agency, Inc. of Versailles, Missouri (hereinafter "Contractor").

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

<u>1. Contract Documents.</u> The contract documents to this Agreement for the Public Administrator's Office Bond ("Bond") shall include the Contractor's bid response to County's Request For Bid #202011-460 and any applicable addenda. 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 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 Bond provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Bond per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$14,625.00. The Bond shall comply with the requirements of § 473.733, RSMo. and shall provide bond coverage of \$2.4 million dollars. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

<u>3. Contract Duration.</u> This agreement shall commence on the 1st day of January, 2021 and extend for forty-eight (48) months thereafter, subject to the provisions for termination specified below. This Agreement may be renewed thereafter on a month to month basis for up to six months in the event County is unable to re-bid and award a new contract prior to the expiration, subject to the pricing and delivery clauses as agreed to and offered by the Contractor's bid response.

<u>4. Billing and Payment.</u> All billing shall be invoiced with specific department information and include bid reference #202011-460 for tracking. 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.

POLICY – VOLUNTARY EMPLOYER – PAID SICK LEAVE

Commissioner Williams moved to approve and sign the corrected Voluntary Employer Paid Sick Leave. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TANEY COUNTY, MISSOURI POLICY – VOLUNTARY EMPLOYER-PAID SICK LEAVE

1. Background

The Families First Coronavirus Response Act ("FFCRA" or "Act") required certain employers to provide employees with paid sick leave for specified reasons related to COVID-19 from April 1, 2020 through December 31, 2020. Taney County ("County") is electing to voluntarily extend employer-paid sick leave to eligible employees, subject to existing CARES Act funds availability, from January 1, 2021 through June 30, 2021. In all instances, employer-paid sick leave pursuant to this policy is subject to available CARES Act funds of the County. This policy shall be in effect from January 1, 2021 through June 30, 2021.

2. Qualifying Reasons for Paid Sick Leave

Subject to available CARES Act funds of the County, an employee qualifies for employerpaid sick leave if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

- Is subject to a Federal, State, or local government quarantine or isolation order related to COVID-19;
- Has been advised by a healthcare provider to self-quarantine related to COVID-19; or
- Is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
- 3. Paid Sick Leave
 - a. Eligibility

All employees are eligible for Paid Sick Leave, except that the County may elect to exclude employees who qualify as health care workers or emergency responders. Beginning January 1, 2021, through June 30, 2021, an employee will only be eligible for employer-paid sick leave under this policy under the following conditions. The employee will be eligible for employer-paid sick leave in an amount calculated as follows: eighty (80) hours minus the number of employer-paid sick leave hours the employee used for the period April 1, 2020, through December 31, 2020 pursuant to the FFCRA, but not to exceed a total of forty (40) hours. For example, and by way of illustration only if a qualified employee used 60 hours of employer-paid sick leave pursuant to the FFCRA for the period from April 1, 2020, through December 31, 2020, the employee would be limited to a maximum of 20 hours of employer-paid sick leave for qualifying reasons pursuant to this policy for the period from January 1, 2021 through June 30, 2021. Similarly, if a qualified employee used 80 hours of employer-paid sick leave pursuant to the FFCRA for the period from January 1, 2021 through June 30, 2021.

ADJOURNMENT:

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

ADJOURN: 9:52 A.M.

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