

**OFFICIAL
COMMISSION MINUTES
APRIL 12TH, 2021 – 2ND DAY OF
THE APRIL 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

Chuck Pennel notified the Commission of the 20th Annual National Day of Prayer to be held in Branson.

Chuck Pennel discussed planning a Prayer Meeting on the Courthouse lawn on May 6th, 2021.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:02 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #462958 through Check #462983, Checks #462985 through Check #463024, Warrants #7654 through Warrant #7659 and two Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt left the meeting at 9:03 a.m.

Commissioner Williams moved to approve Check #462984. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:03 a.m.

MONTHLY BUDGET REPORT

David Clark, Auditor, presented the Monthly Budget Report to the Commission.

APPROVAL OF PAYROLL

Commissioner Williams moved to approve Payroll. Commissioner Wyatt 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 Executive Session Minutes for April 5th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR LAW ENFORCEMENT PORTABLE RADIOS AND RELATED EQUIPMENT #21-028S

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for Law Enforcement Portable Radios and Related Equipment by and between Motorola Solutions, Inc. and Taney County.

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

No. 21-028S

Agreement
for
Law Enforcement Portable Radios & Related Equipment

THIS AGREEMENT dated the 12th day of April 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Motorola Solutions, Inc. of Chicago, Illinois (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 ("Contract Documents") to this Agreement for the Equipment described in paragraph 2 shall include the Quote 1440840 from Contractor dated March 23, 2021 and State of Missouri cooperative purchasing contract #CT182780001, copies of which are attached hereto and incorporated herein by reference. 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. Vendor agrees to sell to County and County agrees to purchase from Vendor the equipment ("Equipment") described in the Contract Document. The total contract price for the Equipment shall not exceed \$24,419.52. 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 Contract Documents.

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.

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for 2021 Dodge Durango Pursuit AWD SUV by and between Belkoh II, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-026S

AGREEMENT

for

2021 Dodge Durango Pursuit AWD SUV (1 or more)

THIS AGREEMENT dated the 12th day of April 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Belkoh II, Inc., dba Behlman Chrysler Jeep Dodge Ram of Troy, Missouri (hereinafter "Vendor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration 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 one (1) or more 2021 Dodge Durango Pursuit AWD SUV ("Vehicles") shall include the Vendor's bid response to County's Request For Bid # 202102-467 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 County agrees to purchase from the Vendor and the Vendor agrees to sell to the County the Vehicles pursuant to the Contract Documents for the total contract price of \$32,163 per Vehicle. If certain unusual circumstances occur specific to Vehicle 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, subject to the provisions for termination specified below. 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 Vendor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202102-467 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; Vendor 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.

Nikki Lawrence, Purchasing Director & Legal Liaison, and Brad Daniels, Sheriff, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement by and between Tri-Lakes Motors and Taney County for 2021 Ford F-150 XL Crew Cab 4x4 without electing the 5 year 100,000 mile power train warranty. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-027S

AGREEMENT
for
2021 Ford F-150 XL Crew Cab 4x4 (3 or more)

THIS AGREEMENT dated the 12th day of April 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and RML Branson Mo dba Tri-Lakes Motors of Branson, Missouri (hereinafter "Vendor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration 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 three (3) or more 2021 Ford F-150 XL Crew Cab 4x4 ("Vehicles") shall include the Vendor's bid response to County's Request For Bid # 202102-468 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 County agrees to purchase from the Vendor and the Vendor agrees to sell to the County the Vehicles pursuant to the Contract Documents for the total contract price of \$34,779.00 per Vehicle. The County may elect to add a 5 year/100,000 mile powertrain warranty to each vehicle at a cost of \$3,150 per vehicle. 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, subject to the provisions for termination specified below. 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 shall be invoiced with specific department information and include bid reference #202102-468 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.

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

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams, Missouri Extension County Engagement Specialist in 4-H, updated the Commission on various Extension programs.

PROFESSIONAL SERVICE AGREEMENT – BEACON ADD ON – #21-025CM

Marc Rys, IS Director, and Susan Chapman, Assessor, were present.

Discussion ensued.

RECESS: 10:31 A.M.

RECONVENE: 10:37 A.M.

PROFESSIONAL SERVICE AGREEMENT – BEACON ADD ON – #21-025CM

Marc Rys, IS Director, and Susan Chapman, Assessor, were present.

Commissioner Williams moved to approve the Professional Service Agreement Beacon Add On by and between Snyder Geospatial, LLC and Taney County. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Taney County, Missouri**, whose place of business is: 132 David Street, PO Box 612, Forsyth, MO 65653 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Beacon Add-Ons

a. Additional components elected by CLIENT:

i. Account Management

This add-on will allow CLIENT's **Beacon** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Beacon Add-Ons

a. Annual Hosting:

\$1,380

Hosting items:

Account Management:

Included

B. Payment Schedule

Year 1 **May 1, 2021 – December 31, 2021:** **\$920 - prorated**

Year 2 **January 1, 2022 – December 31, 2022:** **\$1,380**

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216
www.SchneiderGIS.com

DeLand, Florida
112 West New York Avenue
Suite 205
DeLand, FL 32720

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the EMS Desktop Application Purchase Agreement by and between SEM Applications, Inc and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

EMS DESKTOP APPLICATION PURCHASE AGREEMENT

This Agreement is entered into on 04/07/2021, between SEM Applications, Inc (“Provider”) and Taney County Public Administrator (“Customer”), with its principal place of business located at PO Box 637, Forsyth MO 65653 and shall be effective as of 04/07/2021 (the “Effective Date”).

Scope of Services

1. Provider has been dedicated to providing quality software solutions for public and private Guardians and Fiduciaries since 1997. The Estate Management Software (EMS) application is the most comprehensive Estate Management software package on the market. Provider’s mission is to provide a complete software solution to meet the specific needs of Guardians, Conservators, and industry-related professionals.
2. Provider realizes the needs and requirements of customers are constantly changing and works to continually enhance EMS to meet those needs while remaining committed to ensuring that customers receive prompt attention in response to emails and calls, 24/7 technical support, and access to online training.
3. The following support services are provided under this agreement: technical support via email and/or phone Mon-Fri 8 am to 5 pm CST, after-hours emergency telephone support, online training as available, and online/remote desktop support scheduled as needed.

Purchase of License

1. Subject to the terms and conditions herein, Provider hereby issues Customer 3 user license[s] to download/install and execute the EMS Desktop Application (Standard) Edition on Customer’s PC or Server.

Use and Access

1. Subject to the use restrictions set forth herein, Customer has agreed to purchase EMS for its intended purpose and in accordance with the specifications set forth in any documentation relating to EMS provided.
2. Customer will use EMS for its internal business purposes only and will not permit EMS to be used by or for the benefit of anyone other than customer and/or their clients. Customer may not modify, translate, reverse engineer, decompile, or create derivative works based upon EMS. Customer agrees to use EMS in a manner that complies with all applicable laws, including intellectual property and copyright laws. Provider expressly reserves all rights not expressly granted to Customer herein.

Obligations of Provider

1. Provider will notify Customer of any material defects or malfunctions in EMS or related documentation.
2. Provider will, from time to time, and in accordance with the rates and terms set forth in this Agreement, supply Customer with relevant documentation revised to reflect significant updates and enhancements to EMS made by Provider. Such enhancements may include, without limitations, modifications to EMS that increase its speed, efficiency, and/or ease of operation.
3. Provider will give reasonable assistance to Customer in installing and operating any new release or upgrade. Additional training may be provided in accordance with the rates and terms set forth in the Annual Agreement.
4. Provider will correct, within a reasonable time following notification, inherent material errors in EMS that are not caused by Customer misuse or improper use of, alteration, or damage to EMS.

RECESS: 11:18 A.M.

EXECUTIVE SESSION 11:38 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(3) (PERSONNEL)

(Taney County Commission Hearing Room)

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

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

RECONVENE: 12:08 P.M.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for April 5th, 2021 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also Present: Nikki Lawrence, Purchasing Director & Legal Liaison, and Stephanie Spencer, Deputy Clerk.

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: 12:27 P.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Stephanie Spencer, Deputy Clerk and typed by Stephanie Spencer, Deputy Clerk.