

**OFFICIAL
COMMISSION MINUTES
JUNE 7th, 2021 – 11TH 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

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:03 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #463697 through Check #463742, Warrants #7723 through Warrant #7726 and no Journal Entry/Transfer. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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 Regular Session Minutes for May 24th, 2021 and June 1, 2021 and Executive Session Minutes for June 1, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to approve Exhibit “A” dated June 7, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit “A”

ERRONEOUS ASSESSMENT																
	Date:	7/26/21		Exhibit:	A											
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
206265	2020	0000-00-00	2021-06-01	18-7.0-36-003-001-043.000	HERZOG DEBRA	ERRONEOUS ASSESSMENT	56400	-6970	0	0	0	0		X		

Commissioner Williams moved to approve Abatements #206267 and #206268. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to deny Abatement #206266. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RE PAID ABATEMENTS																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
206266	2017	0000-00-00	2021-06-02	18-1.0-01-003-004-003.402	GARCIA DOLORES ESTRADA & GERONIMO V	ERRONEOUS ASSESSMENT	27290	-10610	0	0	0	0			X	
206267	2018	0000-00-00	2021-06-02	18-1.0-01-003-004-003.402	GARCIA DOLORES ESTRADA & GERONIMO V	ERRONEOUS ASSESSMENT	27290	-10610	0	0	0	0		X		
206268	2019	0000-00-00	2021-06-02	18-1.0-01-003-004-003.402	GARCIA DOLORES ESTRADA & GERONIMO V	ERRONEOUS ASSESSMENT	27290	-10610	0	0	0	0		X		

Commissioner Williams moved to approve Exhibit “B” dated June 7, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit “B”

ERRONEOUS ASSESSMENT																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
206265	2020	0000-00-00	2021-06-01	18-7.0-36-003-001-043.000	HERZOG DEBRA	ERRONEOUS ASSESSMENT	56400	-6970	0	0	0	0		X		

CONTRACT BETWEEN TANEY COUNTY AND BCS PROSOFT, LLC #21-059CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the contract between Taney County and BCS Prosoft, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-059CM

CONTRACT BETWEEN TANEY COUNTY AND BCS PROSOFT, LLC

Come now the County of Taney, Missouri (hereafter, “County”) and BCS ProSoft, LLC (hereafter, “Supplier”), for and in consideration of the promises of each to the other contained herein, and agree:

- Supplier shall provide Sage 100 (which is also known as Sage 100c or Sage 100cloud) Software, Biznet Software and other associated software, products and services, as requested by County. Including but not limited to: supplying information and integration assistance to IT on hardware or network specifications from Software vendors, contacting vendors on behalf of the County, assistance with software, support of software, installation of new versions (aka upgrades) and all related services for these or any future software solutions purchased through Supplier. Additionally, Supplier will act as reseller of other software related to accounting as requested by County.
- The term of this agreement shall commence on the date the agreement is fully executed by all parties and end June 30, 2022.
- Payments: County shall pay Supplier for software, annual maintenance fees (also known as business care) or other software costs from Vendors are requested. Software will be ordered from appropriate vendor once payment is received. In addition, the County shall pay Supplier the cost agreed to by the County and Supplier of all associated software and products requested by County for additional licenses, modules, or other software. County shall pay Supplier for support service work, done at the request of County, at the rate of \$175.00 per hour, plus reimbursement for travel (including mileage tolls, and time) at the rate of \$92.50 per hour. The actual time spent on the problem or project with your County staff and Sage Software, Biznet Software, or any other software vendor support, is billable in 15-minute increments at the standard rate per hour for actual time spent. The standard fee for consulting services is one hundred eighty-five dollars (\$185.00) per hour.
- This contract shall be construed according to the laws of the State of Missouri. Supplier shall comply with all local, state, and federal laws and regulations relating to the performance of this contract.
- It is agreed that any action at law, suit in equity, or other judicial proceeding to enforce or construe this contract, or regarding breach, shall be instituted only in the Circuit Court of Taney County, Missouri, and that if County is the prevailing party in any such proceeding County shall be entitled to recover all resulting fees and expenses incurred by it.
- Supplier shall defend, indemnify and hold harmless the County, including its officers, agents and employees, from any claim or liability, whether based on a claim for damages to real or personal property or to a person, for any matter relating to or arising out of Supplier’s wrongful or negligent performance of its obligations under this contract.
- No modification or addition to this agreement, or the obligations thereunder, shall be effective until placed in writing and executed by all parties.

CARTEGRAPH SOLUTIONS PURCHASE AGREEMENT #21-051RB

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

Commissioner Williams moved to approve the agreement by and between Cartegraph Systems, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Taney County / 5/13/2021



Taney County

Cartegraph Solutions
Purchase Agreement

PA#: PA-005044
Date Prepared: 5/13/2021
Date of Expiration: 6/11/2021

For any questions or assistance, please contact:

Heather Henderson
Account Manager
Phone: (303) 359-8327
Mobile: +1 3033598327
Email: heatherhenderson@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962
<http://www.cartegraph.com>
Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

ADDENDUM TO AGREEMENT FOR ASPHALT – SECONDARY #21-036RB(b)
ADDENDUM TO AGREEMENT FOR AGGREGATE ROCK – CATEGORY 1C #21-041RB
ADDENDUM TO AGREEMENT FOR AGGREGATE ROCK – CATEGORY 2A #21-042RB(c)

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

Commissioner Williams moved to approve the Addendum to the Agreement for Asphalt by and between Capital Materials Company, LLC and Taney County. The Addendum to the Agreement for Aggregate Rock by and between Capital Materials Company, LLC and Taney County labeled as category 1C and the Addendum to Agreement Aggregate Rock Category 2A by and between Capital Materials Company, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADDENDUM TO AGREEMENT FOR ASPHALT – SECONDARY #21-036RB(b)

No. 21-036RB(b)

ADDENDUM TO AGREEMENT
FOR
ASPHALT
(Secondary)

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Capital Materials Company, LLC (hereinafter "Contractor").

WHEREAS, County and Leo Journagan Construction Co., Inc. ("Journagan") entered into an Agreement for Asphalt, dated April 27, 2020; and

WHEREAS, Contractor acquired the assets of Journagan on or about March 6, 2021; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

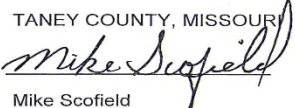
WHEREAS, County issued a Notice of Renewal, dated April 26, 2021, renewing the Agreement for a period of one (1) year, commencing April 27, 2021 and expiring on April 26, 2022; and

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. All references to "Leo Journagan Construction Co., Inc." in the Agreement shall be deleted, removed, replaced and amended to identify "Capital Materials Company, LLC" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement and Notice of Renewal set forth in Exhibit A.
2. This Addendum is subject to the Agreement and to each and every term, covenant, condition 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 paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

 Mike Scofield
 Presiding Commissioner
 Taney County Commission
 Date: 06/07/2021

CAPITAL MATERIALS COMPANY, LLC

 By:
 Title:
 Date: _____

ADDENDUM TO AGREEMENT FOR AGGREGATE ROCK – CATEGORY 1C #21-041RB

No. 21-041RB(c)

ADDENDUM TO AGREEMENT
FOR
AGGREGATE
(Category 1c)

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Capital Materials Company, LLC (hereinafter "Contractor").

WHEREAS, County and Leo Journagan Construction Co., Inc. ("Journagan") entered into an Agreement for Asphalt, dated May 13, 2019; and

WHEREAS, Contractor acquired the assets of Journagan on or about March 6, 2021; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

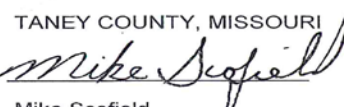
WHEREAS, County issued a Notice of Renewal, dated May 10, 2021, renewing the Agreement for a period of one (1) year, commencing on May 13, 2021 and expiring on May 12, 2022; and

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. All references to "Leo Journagan Construction Co., Inc." in the Agreement shall be deleted, removed, replaced and amended to identify "Capital Materials Company, LLC" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement and Notice of Renewal set forth in Exhibit A.
2. This Addendum is subject to the Agreement and to each and every term, covenant, condition 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 paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

 Mike Scofield
 Presiding Commissioner
 Taney County Commission
 Date: 06/07/2021

CAPITAL MATERIALS COMPANY, LLC

 By:
 Title:
 Date: _____

ADDENDUM TO AGREEMENT FOR AGGREGATE ROCK – CATEGORY 2A #21-042RB(a)

No. 21-042RB(a)

ADDENDUM TO AGREEMENT
FOR
AGGREGATE
(Category 2)

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Capital Materials Company, LLC (hereinafter "Contractor").

WHEREAS, County and Leo Journagan Construction Co., Inc. ("Journagan") entered into an Agreement for Asphalt, dated May 13, 2019; and

WHEREAS, Contractor acquired the assets of Journagan on or about March 6, 2021; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, County issued a Notice of Renewal, dated May 10, 2021, renewing the Agreement for a period of one (1) year, commencing on May 13, 2021 and expiring on May 12, 2022; 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. All references to "Leo Journagan Construction Co., Inc." in the Agreement shall be deleted, removed, replaced and amended to identify "Capital Materials Company, LLC" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement and the Notice of Renewal set forth in Exhibit A.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition 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 paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

Mike Scofield
Presiding Commissioner
Taney County Commission
Date: 06/07/2021

CAPITAL MATERIALS COMPANY, LLC

By:
Title:
Date: _____

NOTICE OF RENEWAL FOR AGGREGATE ROCK – CAT. 1 (TRAC) #21-041RB(a)
Devin Huff, Road & Bridge Administrator, was present.

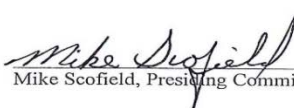
Commissioner Williams moved to approve the Notice of Renewal by and between Table Rock Asphalt Construction Company Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-041RB(a)

Amended NOTICE OF RENEWAL

To: Table Rock Asphalt Construction Co., Inc., Joel Simmons, Authorized Representative, P.O. Box 1165, Branson, Missouri, 65615

Notice is given that the County of Taney, Missouri hereby renews its agreement with Table Rock Asphalt Construction Co., Inc., for aggregate rock products, commencing May 13, 2021, for a period of (1) one year, which will expire on May 12, 2022. A copy of this agreement is attached hereto as Exhibit A. The pricing sheet included as Exhibit B.


Mike Scofield, Presiding Commissioner

Date: 06/07/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 6-7-2021

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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 Notice of Renewal.

By: 
David Clark, Taney County Auditor

Date: 6/7/2021

ARTIC FOOD EQUIPMENT ICE MAKER QUOTE #21-058RB

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

Commissioner Williams moved to approve the quote by and between Artic Food Equipment and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

1/2021

Taney County Road and Bridge Quote




Quote
05/24/2021

Project:
Taney County Road and Bridge

From:
Arctic Food Equipment
John Cooper
1501 S. Enterprise Ave.
Springfield, MO 65804
(417)888-0100
417-888-0100 (Contact)

Job Reference Number: 5567

Item	Qty	Description	Sell	Sell Total
1	3 ea	ICE MAKER WITH BIN, CUBE-STYLE Atosa USA, Inc. Model No. YR140-AP-161 Ice Maker with Bin, cube-style, air-cooled, self-contained condenser, 23.7"W x 28.5"D x 38.6"H, production capacity up to 142-lb/24 hours, 88 lb storage capacity, stainless steel exterior, 6" adjustable legs, includes: ice scoop, removable air filter, includes: 3M™ ICE120-S-Water Filter System, R290 Hydrocarbon refrigerant, 115v/60/1-ph, 3.1 amps, cETLus, ETL-Sanitation, NSF, ENERGY STAR® (drain required)	\$1,743.10	\$5,229.30
	3 ea	2 year labor & parts warranty, 5 years warranty on compressor (US ONLY)		
ITEM TOTAL:				\$5,229.30
Total				\$5,229.30



Lease-to-Own
 24-month term: \$243.69*
 36-month term: \$169.64*
 48-month term: \$132.72*
 60-month term: \$110.70*

For more information:
 Giuseppe "G" Cucuzza
 Sr. Accounts Manager
 (267) 470-3116
gucuzza@firstleaseonline.com

>> CLICK HERE TO APPLY NOW

*Lease rates are subject to change and credit approval.
 Lease option applies to qualifying equipment only.

Mfr	FOB	ZIP	Class	Weight	Good Until	Terms	Notes
Atosa USA, Inc.	Brea	92821		529.11			

Acceptance: Mike Scofield Date: 06/07/2021
 Printed Name: Mike Scofield

AGREEMENT FOR MECHANIC SERVICES #21-060RB

Devin Huff, Road & Bridge Administrator was present.

JOHN FABRICK TRACTOR SERVICES – CATEGORY (1a)

Commissioner Williams moved to approve the agreement for mechanical services by and between John Fabick Tractor Company aka Fabick Cat/Fabick Powers Systems, Inc/Fabick Rents of St. Louis, Missouri and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-060RB(1a)

Agreement for Mechanic Services

THIS AGREEMENT dated the 7th day of June 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company aka Fabick Cat/Fabick Power Systems, Inc./Fabick Rents of St. Louis, 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 Mechanic Services for large truck and heavy equipment repair ("Services") shall include the Contractor's bid response to County's Request For Bid # 202104-477 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Contractor agrees to provide the Services described in this Agreement, and the prices shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. Labor rates are subject to price increases at the time of renewal of the term, not to exceed 5%, subject to approval by the County. If certain unusual circumstances occur regarding a specific vehicular repair, or Services 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing set forth in Contractor's 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 #202104-477 for tracking. 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.

JENKINS TRUCK CENTER – CATEGORY (2a)

Commissioner Williams moved to approve the agreement for mechanical services by and between Jenkins Truck Center Inc. of Springfield and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-060RB(2a)

Agreement for Mechanic Services

THIS AGREEMENT dated the 7th day of June 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Jenkins Truck Center 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 Mechanic Services for large truck and heavy equipment repair ("Services") shall include the Contractor's bid response to County's Request For Bid # 202104-477 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Contractor agrees to provide the Services described in this Agreement, and the prices shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. Labor rates are subject to price increases at the time of renewal of the term, not to exceed 5% and subject to approval by the County. If certain unusual circumstances occur regarding a specific vehicular repair, or Services 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing set forth in Contractor's 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 #202104-477 for tracking. 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.

G.W. VAN KEPPEL COMPANY – CATEGORY (3a)

Commissioner Williams moved to approve the agreement for mechanical services by and between G.W. Van Keppel Company of Kansas City and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-060RB(3a)

Agreement for Mechanic Services

THIS AGREEMENT dated the 7th day of June 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and G.W. Van Keppel Company of Kansas City, 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 Mechanic Services for large truck and heavy equipment repair ("Services") shall include the Contractor's bid response to County's Request For Bid # 202104-477 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Contractor agrees to provide the Services described in this Agreement, and the prices shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. Labor rates are subject to price increases at the time of renewal of the term, not to exceed 5%, subject to approval by the County. If certain unusual circumstances occur regarding a specific vehicular repair, or Services 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing set forth in Contractor's 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 #202104-477 for tracking. 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: 9:20 A.M.

RECONVENE: 9:39 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Commission Assistant, and Kim Lovelace, 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: 9:41 A.M.

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