

**OFFICIAL
COMMISSION MINUTES
DECEMBER 27, 2021 – 19TH DAY OF
THE OCTOBER ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (absent).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:12 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #465974 through Checks #466007, Checks #466009 through Checks #466048, no Warrants, and four Journal Entries/Transfers. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Williams moved to void Check #466008. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

APPROVAL OF PREVIOUS MINUTES

Commissioner Williams moved to approve Regular Session Minutes for December 17th, December 20th, and December 22nd, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Williams moved to approve Executive Session Minutes for December 17th, and & December 22nd, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

2021 PEP LICENSE AND TRADE SECRETS AGREEMENT #21-148S

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

Commissioner Williams moved to approve the 2021 PEP License and Trade Secrets Agreement by and between Taney County and Personal Evaluation Inc. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

2021 PEP LICENSE AND TRADE SECRETS AGREEMENT

The Personnel Evaluation Profile (PEP) is one of the most advanced and effective pre-employment screening tools available. The sale, use and administration of the PEP is restricted only to those firms and individuals authorized in writing by Personnel Evaluation, Inc. (PEI). This license agreement is required to protect the confidential nature of the copyrighted survey materials, administrative manuals, and printout reports and to insure that the survey is properly administered and evaluated by qualified personnel.

It is agreed and understood that the PEP is the sole property of PEI. All rights are reserved; any reproduction or duplication of any part of the survey booklet, administrative manuals or printouts is prohibited without prior written permission from PEI. The PEP and associated manuals and materials will be promptly returned to PEI upon termination of this agreement.

It is further agreed that all survey materials, manuals, printouts, etc. associated with the PEP will be strictly controlled. The materials will be kept in a secured area with access limited only to authorized personnel. All survey results/printouts will be disclosed to authorized personnel only. PEP results will not be stored in applicants' personnel files and results will not be given out to job applicants under any circumstances without prior written approval from PEI. PEP results are considered to be "trade secrets" any release of PEP results that are required by State or Federal law will only be released in a manner that is consistent with preserving those trade secrets and measures will be undertaken to insure "preservation of secrecy."

It is agreed and understood that the PEP is to be used as a screening "tool" to assist in the hiring process and should not be used as the sole basis for making a hiring decision and the survey will be administered, scored and used in accordance with the guidelines provided by PEI. It is understood that there are no perfect screening tools; all are subject to some degree of error. The licensee is ultimately responsible for whom they hire. PEI bears no responsibility or liability for hiring mistakes. Hiring decisions should be based upon the applicant's employment history, references, job interview(s), job skills, other written screening tools (if applicable), and criminal records checks, etc. The PEP was designed to meet EEOC Guidelines and to comply with federal and state laws, however PEI and its employees or agents cannot be held responsible for discriminatory practices of the hiring company. The PEP may not be used in Massachusetts or Rhode Island. Clients are responsible for monitoring their local and state laws to insure that all parts of their hiring process, including the PEP, remain in compliance. It is agreed that if the licensee decides to use the PEP as a pass/fail instrument, the licensee will consult with PEI to establish the specific raw score cut-off. If raw score cut-offs are used, the licensee agrees to supply EEOC data to PEI to ensure no adverse impact is occurring. Client agrees to participate in the PEP Share Program (Agreement dated 2021) and agrees to all provisions of said document including fees, release of information and liability.

It is agreed that PEP surveys manuals, printouts or related materials will not be supplied to any outside person, agency, educational institution, etc. without written permission from PEI except for professional consultants of the licensee for statistical, legal or psychological studies.

If Client is not satisfied and discontinues during the trial period, PEI will credit the cost of the trial program back to Client; however, Client MUST receive a minimum of (10) verbal consultations in order to ensure complete understanding of the program before a refund is given. It is understood that PEI may terminate the license agreement at any time if the PEP is not administered and used in a fair and ethical manner consistent with the guidance provided.

Price per survey: \$20.00 One time start-up fee: \$250.00 Laminated booklets: \$15.00 each (if needed)
Note: If PEI "proctors" a PEP for Client, there is a \$10 surcharge.

Invoices not paid within 30 days will have interest assessed.

Licensee Agency Name: Taney County Sheriff's Office
Address: PO Box 1005, Forsyth, MO 65653
Agency Official: Mike Scofield Title: Presiding Commissioner
Signature: *Mike Scofield* Date: 12/27/2021
Facsimile signatures shall be sufficient unless originals are requested by third party.

Note: This License Agreement is valid without a PEI representative's signature. It becomes effective upon the earlier date of Client's signature or Client's use of the PEP.

PEI Acceptance Signature Chris Wicklund Date 12/14/2021

Personnel Evaluation, Inc. - 11138 West Greenfield Avenue - Milwaukee, WI 53214
414-256-3600 - toll free 888-734-2727
fax: 414-921-9744

SERVICE AGREEMENT – NET WATCH FIRE PROTECTION, LLC #21-149M

Scott Terpening, Building & Grounds was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Judicial Facility Camera System Service Agreement by and between Taney County and NetWatch Fire Protection, LLC. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

No. 21-149M

Agreement
for
Security Camera Services

THIS AGREEMENT dated the 27th day of December 2021, is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and NetWatch Fire Protection, LLC, a Missouri limited liability company (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 are for the acquisition of services on the Taney County Judicial Facility camera system ("Service") and shall include the Contractor's quote # 202112-15 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. Service provided under this Agreement shall not exceed the pricing as quoted within quote # 202112-15, which is attached hereto and incorporated herein by reference

3. Contract Duration. This term of this Agreement shall be one (1) year commencing on the date it is fully executed, subject to the provisions for termination specified below. This Agreement may be automatically renewed for an additional one (1) year term. Either party may terminate this Agreement by providing notice, in writing, thirty (30) days prior to the end of the current term.

4. Billing and Payment. All billing shall be invoiced with specific department information and include quote reference # 202112-15 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 quote or quote specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

BID RECOMMENDATION FOR SEPTIC SYSTEM SERVICES #202111-492

Nikki Lawrence, Purchasing Director and Legal Liaison and John Soutee, Environmental Services Project Coordinator, were present.

Commissioner Williams moved to award Bid #202111-492 to S & S Pumping Inc. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

CITY OF BRANSON FUNDING AGREEMENT AMENDMENT REQUEST FOR PUBLIC SEWER MAIN IMPROVEMENT PROJECT: COUNTRY BLUFF SEWER MAIN MODIFICATIONS & EXTENSION PROJECT

John Soutee, Environmental Services Project Coordinator was present.

Commissioner Williams moved to approve to the Amendment Intergovernmental Funding Agreement by and between Taney County and the City of Branson for Public Sewer Main Improvement Project Country Bluff Sewer Main Modifications & Extension Project. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Sub-Contract Number:
C2021-0232

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON**

**PUBLIC SEWER MAIN IMPROVEMENT PROJECT
COUNTRY BLUFF SEWER MAIN MODIFICATIONS AND EXTENSION
PROJECT**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Branson (hereinafter referred to as "City").

1. The County and City entered into an Inter-Governmental Funding Agreement on June 14, 2021, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of completing engineering, design, bidding and construction services for the Country Bluff Sewer Main Modifications and Extension Project by December 31, 2021.
2. Due to unforeseen circumstances regarding an easement issue and needed approval from the Missouri Department of Natural Resources, the project will not be completed by December 31, 2021. The City is requesting a new funding agreement termination date of May 31, 2022.
3. The County agrees to extend the funding agreement termination date to May 31, 2022.
4. All other aspects of the agreement(s) for this project remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: Mike Scofield
Mike Scofield, Presiding
Commissioner of Taney County

Date: 12/27/2021

BOARD APPOINTMENT:

911 ADVISORY BOARD

Chris Berndt, Emergency Management Director/Fire Chief, and Tammy Hagler, 911 Administrator, were present.

Commissioner Williams moved to appoint Brad Daniels, Jeff Mathews, and Daryl Coontz to the 911 Advisory Board beginning January 1, 2022 through December 31, 2024 which is three year term. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated November 27, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Exhibit "A"

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
212210	2021	0000-00-00	2021-12-16	08-4.0-17-000-000-004.040	MERRIFIELD JOEL & LAURA	ERRONEOUS ASSESSMENT	101220	-6000	0	0	0	0		X		

RECESS: 9:25 A.M.

RECONVENE: 9:44 A.M.

**BUDGET DISCUSSIONS – MAY GO INTO EXECUTIVE SESSIONS 610.021.(1)(3)
LEGAL AND PERSONNEL**

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Jana Johnson, Deputy Auditor for the Taney County Auditor's Office, Devin Huff, Road & Bridge Administrator, Jeff Greenwood, Road & Bridge Supervisor, Jason Wert, Tri-Lakes Branson Newspaper Reporter, Stephanie Spencer, Chief Deputy Clerk.

EXECUTIVE SESSION 9:45 A.M.

EXECUTIVE SESSION PER SECTION 610.021. (1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

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

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

END OF EXECUTIVE: 10:20 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Administrative Assistant, David Clark, County Auditor, Jana Johnson, Deputy Auditor for the Taney County Assessor's Office, and Stephanie Spencer, Chief Deputy Clerk.

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

ADJOURNMENT

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

ADJOURN: 10:25 A.M.

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