

**OFFICIAL  
COMMISSION MINUTES  
JANUARY 31<sup>st</sup>, 2022 – 6<sup>th</sup> DAY OF  
THE JANUARY 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 9:01 a.m.

**COMMISSION REMARKS**

None.

**APPROVAL OF PAYROLL**

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

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #466333 through Check #466398, No Warrants, and one Journal Entry/Transfer. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PREVIOUS MINUTES**

Commissioner Wyatt moved to approve Regular Session Minutes for January 24<sup>th</sup> and January 25<sup>th</sup>, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes for January 24<sup>th</sup> and January 25<sup>th</sup>, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**CONTINUING LAW ENFORCEMENT EDUCATION CONTRACT #22-004S**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Continuing Law Enforcement Education Contract by and between Taney County and the Missouri Sheriff Association. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

## CONTINUING LAW ENFORCEMENT EDUCATION CONTRACT

This is a contract between the Missouri Sheriff' Association and the Taney County Sheriff's Office

WHEREAS, the Missouri Sheriffs' Association has been approved by POST to provide Continuing Law Enforcement Education (CLEE) programs for law enforcement officers and/or personnel; and

WHEREAS, both parties deem it to be to their mutual benefit to set forth in writing the conditions of the Association's provision and the Taney County Sheriff's Office's use of these CLEE, and in-service training programs;

NOW THEREFORE, in consideration of the above premises, it is agreed by the parties:

1. The term of this agreement shall begin as of the 1st day of January 2022 and terminate on the 31st day of December 2022.
2. The Missouri Sheriffs' Association will provide to the Taney County Sheriff's Office and authorized personnel the following services under the terms of this contract:
  - a. Access to a minimum of 24 hours of classroom based continuing law enforcement education (CLEE) per year, including jail related topics;
  - b. Access to a minimum of 24 hours of computer based continuing law enforcement education (CLEE) per year, including jail related topics;
  - c. Access to MSA CLEE lesson plans;
  - d. Underwriting for continuing law enforcement education (CLEE) credit of all approved in-house/in-service training, including jail related topics, conducted by the contracted agency;
  - e. The following classes applicable to licensed, non-licensed, and jail personnel, held in Jefferson City as part of the contract;
    - i. Instructor Development Course;
    - ii. Report Writing Instructor Course;
    - iii. First Line/Basic Supervisor's Course;
    - iv. Mid-Level Management Course;
    - v. Field Training Officer (FTO) Course;
    - vi. Detention Training Officer Course;
    - vii. Fundamentals of Court Security Course;
    - viii. Driving Instructor Course;
    - ix. PPCT/Human Factor Research Group Defensive Tactics Instructor Courses; and
    - x. Discount rates on all conferences and speciality classes
3. The Missouri Sheriffs' Association will keep all documents required of the Office of Public Safety and POST Commission as a provider of continuing education;
4. The Taney County Sheriff's Office will turn over the funds received annually from the POST CLEE Fund, plus an additional \$250.00 (maximum \$5,000 annually), to the Missouri Sheriffs' Association to cover the cost of this CLEE; (to be invoiced in October 2022)
5. The Missouri Sheriffs' Association shall retain complete control over the content of the training, the CLEE programs, and the instructors for that training;
6. The Missouri Sheriffs' Association shall retain the right to determine the minimum and maximum enrollment levels for each particular training or CLEE program;

### AGREEMENT FOR INDEPENDENT AUDITING SERVICES #21-150A

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Agreement for Independent Auditing Services between KPM CPAs, PC and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement  
for  
Independent Audit Services

THIS AGREEMENT ("Agreement") dated the 31 day of January, 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and KPM CPAs, PC (hereinafter "Contractor").

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

1. **Contract Documents.** The Contract Documents to this Agreement for Independent Audit Services shall include the Request for Bid, the Contractor Independent Audit Services Proposal ("Proposal", attached as "Exhibit A"), and Engagement Letter, which are attached hereto and incorporated herein by reference. 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. **Price.** All services provided under this Agreement shall not exceed the price of \$28,000, for Independent Audit Services for fiscal year ending December 31, 2021 ("Price"), except that in the event expenditures of federal awards for the year ended December 31, 2021, exceed \$750,000, a single audit in accordance with the Uniform Guidance will be required and there will be an additional fee of \$5,500 for those procedures. In the event of renewal of this Agreement, the parties agree that the Price for subsequent fiscal years shall be governed by the Proposal.
3. **Contract Duration.** This Agreement shall be effective as of the date set forth above for performance of Independent Audit Services for the fiscal year ending December 31, 2021, subject to the provisions for termination. The County shall have the right to renew the Agreement for fiscal years 2022, 2023, 2024 and 2025, on the same terms and conditions as set forth in the Contract Documents and this Agreement, by providing written notice of the intent to renew to Contractor no later than December 1 of the fiscal year for which the Agreement is renewed.
4. **Billing and Payment.** All billing shall be submitted to the Taney County Auditor's Office. The County will issue progress payments based upon the percentage of work completed and accepted throughout the engagement and upon receipt of an invoice. Complete and final payment shall be due and payable thirty (30) days after completion and acceptance of all items required by the contract and upon receipt of a request for said payment.
5. **Termination.** This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. Due to a material breach of any term or condition of this Agreement, or
  - b. If in the opinion of the Taney County Auditor's Office, delivery of services is delayed or services performed are not in conformity with specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.
7. **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.
8. **Assignment.** This Agreement may not be assigned by either party without written consent by the other party.
9. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the addresses set forth below or at such other address as either party shall designate by written notice to the other:

#### AGREEMENT FOR PRINTER #22-007P

David Clark, County Auditor, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Printer by and between Taney County and Gibbs Technology Company dba GFI Digital Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement  
For  
Printer

THIS AGREEMENT dated the 31 day of January 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Gibbs Technology Company d/b/a GFI Digital, Inc., a Missouri corporation (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 for the purchase of a Ricoh Printer, model #IM C400F ("Equipment") for the Taney County Purchasing/Legal Department, shall include the Cash Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A, and the Maintenance Agreement, attached hereto and incorporated herein by reference as Exhibit B ("Contract Documents"). 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price of the Equipment shall not exceed \$2,145.00. Additionally, the price per black and white copy shall not exceed \$0.00800 per copy and the price per color copy shall not exceed \$0.05750 per copy. Contractor shall deliver the Equipment to County. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. The contract duration with respect to Exhibit A shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. The contract duration with respect to Exhibit B shall be for a term of one (1) year and will automatically renew at the prevailing rate unless terminated by either party. Either party may cancel this Agreement by providing thirty (30) days' written notice.

4. Billing and Payment. All billing shall be invoiced with specific department information and include reference NASPO Contract #140602 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 bid or bid

**POLICY: MILEAGE RATES #22-003CM**

Commissioner Williams moved to approve the Taney County Missouri Policy Mileage Reimbursement. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**TANEY COUNTY, MISSOURI  
POLICY – MILEAGE REIMBURSEMENT**

Mileage Reimbursement

a. Reimbursement Rate

The mileage reimbursement rate for the County will be equal to the mileage allowance adopted by the State of Missouri in accordance with 1 CSR 10-11.030 and as published by the State of Missouri Office of Administration for the relevant time periods that the travel occurred.

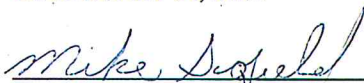
b. Reimbursement Request


Any employee that is eligible for mileage reimbursement must submit a reimbursement request. All requests should include the following:

- 1) Employee Name.
- 2) County Department.
- 3) Supervisor Name.
- 4) Miles Traveled (round trip).
- 5) Purpose/Reason for travel.

c. Effective Date. This policy shall be effective as of January 1, 2022.

APPROVED AND ADOPTED BY THE TANEY COUNTY COMMISSION  
ON JANUARY 31, 2022.

  
Mike Scofield  
Presiding Commissioner

  
Brandon Williams  
Western District Commissioner

  
Sheila Wyatt  
Eastern District Commissioner

**COURT ORDERS**

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit “A” dated January 31<sup>st</sup>, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**Exhibit “A”**

PP PAID ABATEMENTS											
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300351	2021	PENDING	2022-01-20	1-61731-900	COMSTOCK BUCK (DAKOTA)	OFFICE ERROR	76445	-28250	✓		
300352	2021	PENDING	2022-01-24	1-109387-900	BRANSON'S BEST INC	DUPLICATE PD BILL W/ #10450	0	-8460	✓		
300353	2021	PENDING	2022-01-24	1-57083-900	OZARK TOURISM MARKETING	CLAIMED WRONG AMOUNT PER CORPORATE OFFICE	22250	-94750	✓		
300354	2021	PENDING	2022-01-25	1-111874-900	FULLMER EDWARD & CONNIE	OFFICE ERROR	740	-2348	✓		

**RECESS: 9:17 A.M.**

**RECONVENE: 10:10 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, Commissioner Assistant, and Nikki Lawrence, Purchasing Director & Legal Liaison.

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

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner 

**ADJOURNMENT**

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

**ADJOURN: 10:31 A.M.**

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