

**OFFICIAL
COMMISSION MINUTES
MARCH 28th, 2022 - 18TH 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 9:00 a.m.

COMMISSION REMARKS

None.

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).

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #466920 through Check #466973, no Warrant and no Journal Entry/Transfer. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve the Executive Session Minutes for March 21st, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Regular Session Minutes for March 21st, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TANEY COUNTY HEALTH DEPARTMENT UPDATE

Lisa Marshall, Health Department Director, presented an update to the commission on various issues concerning the Taney County Health Department.

SERVICE AGREEMENT FOR WHOLE BODY SCANNER #22-030S

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

Commissioner Wyatt moved to accept the Service Agreement for the Whole Body Scanner between Tek84 and Taney County for option one. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



Taney County Jail, MO
 266 Main St
 Forsyth, Missouri 65653
 Nikki Lawrence
 nikki.lawrence@taneycountymo.gov

Dear customer,

3/21/2022

Thank you for your purchase of the Tek84 Intercept Whole Body Scanner. We hope that it has proven to be an invaluable tool in your mission to keep contraband and unwanted items out of your facility. The initial warranty on your system expired on 3/3/2022. Tek84 would like to offer you some options to keep your system in perfect condition and to also provide you with the required annual radiation safety survey and recommended preventative maintenance.

Please review the options below and advise us of your path moving forward.

OPTION 1 Annual Service Agreement


Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	Annual Tek84 Intercept Whole Body Security Scanning System Service Agreement including the following: Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept	\$8,500. INC	\$8,500. INC
		One (1) Preventative Maintenance visit to for the purpose of review, inspection, and potential replacement of all "wear" components prior to their end of life.	INC	INC
		Software system review to assure system is operating at the latest level of software. This applies to any software upgrades that do not also require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with customer before doing so.	INC	INC
		One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	INC	INC
			TOTAL \$8,500	

Tek 84 Inc.
 13495 Gregg St.
 Poway, CA 92064
 858-676-5382
 www.tek84.com

GENERATOR MAINTENANCE PROGRAM AGREEMENT 2022 #22-029M

Scott Terpening, Maintenance, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Generator Maintenance Program Agreement for 2022 by and between Fabick Power Systems and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

	Generator Maintenance Program Proposal	Date	3-21-2022
	Tel: (417) 866-6651 Fax: (417) 866-8260 2222 East Kearney St. Springfield, MO 65803		

Customer Taney County Courthouse PO Box 1407 Branson MO 65653		Account Number : 2703300 Customer Contact : Renee Brusca Customer Phone : Customer Office # :
Generator Manufacture : Caterpillar Generator Model : SR4 Generator Serial # : DWB00441 Customer Unit ID : Justice Center kW Rating : 750 Voltage : 480 Services to be Performed : Quarterly Work to be performed during : M-F Normal Hours Agreement Start Date : 6-1-2021	Engine Manufacture : Caterpillar Engine Model : C27 Engine Serial # : MJE00454 Engine Oil Capacity : Unit Location : Justice Center Site Contact : Renee Brusca Telephone Number : Email : Renewal Date : 05-30-2022	

Month	Type of Service	Cost Per Service	Additional Service	Additional Service Cost	Service Total
Jun-22					
Jul-22	PM 2	\$2,360.00			\$2,360.00
Aug-22					
Sep-22					
Oct-22	PM 1	\$550.00	Load Bank	\$1,950.00	\$2,500.00
Nov-22					
Dec-22					
Jan-23	PM 1	\$550.00			\$550.00
Feb-23					
Mar-23					
Apr-23	PM 1	\$550.00			\$550.00
May-23					
Contract Total per Year					\$5,960.00

Instructions

Emergency Power Generator Services
 Quarterly Level I Service and Inspection
 Level II Annual Maintenance
 Load Bank-Test - Bring Mobile Load Bank on site - Test Generator under full load per NFPA 110 testing standards

* Due to the instability of the oil market we cannot guarantee oil prices at the time of the Level II service. Fabick Power Systems reserves the right to adjust the cost of the oil up or down in accordance with oil prices at the time of the service.

Proposed prices do not include any applicable taxes. Proposal is valid for 60 days. Acceptance of proposal guarantees prices through the duration of the agreement. Prices include a Supply/Environmental fee. Unless otherwise indicated quotation is based on services being performed during normal business hours. Either party may terminate this agreement upon 30 days written notice.

This agreement covers normal maintenance during normal working hours. Services performed after normal hours, or on holidays, Saturdays & Sundays, or out of territory, will be charged at an additional rate. The machine must be promptly made available for service upon the arrival of the technician. If the technician's access to the equipment is delayed an additional charge will be applicable at the current labor rate. Should the equipment not be released to be service, the customer will be charged current travel time and mileage. This agreement provides for the service herein specified and does not include any additional service or repairs that may be required due to any cause. Fabick Power Systems, Inc. makes no representation and Customer releases Fabick from responsibility for, and liability for any future failures or failure due to defects in the equipment. Fabick Power Systems shall not be responsible for delays of failures in performance resulting from any act beyond its reasonable control, including but not limited to strikes of other labor disputes, and acts of God. In the event customer fails to pay for the services provided, a late fee of 1 1/2 % per month shall be assessed on all delinquent accounts. Should this agreement be turned over to an attorney for collection, Fabick Power Systems shall be entitled to its cost of collection, including but not limited to court costs and reasonable attorney fees. No employee or agent of Fabick Power Systems is authorized to alter the terms of this Agreement, whether orally or in writing. Customer waives any and all claims whatsoever against Fabick Power Systems for consequential and incidental damages and loss of anticipatory profits. Customer's recourse against Fabick Power Systems is limited to recoupment of periodic maintenance payments paid to Fabick Power Systems. This Agreement is entered into in St. Louis County, Missouri. Customer consents to venue in St. Louis County and waives its right to a jury trial.

Acceptance of Proposal

_____ Signature	3/28/2022 Date	_____ Purchase Order Number
_____ Fabick Representative	3-21-2022 Date	

AGREEMENT FOR ANIMAL DISPOSAL SERVICES #22-028AC

Sherry Simpson, Animal Control Supervisor, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Animal Disposal Services by and between Taney County and Friends of the Family Pet Memorial Garden, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-028AC

AGREEMENT
for
Animal Disposal Services

THIS AGREEMENT ("Agreement") dated the 28th day of March 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Friends of the Family Pet Memorial Gardens, Inc., a Missouri corporation (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 Animal Disposal Services ("Services and Equipment") shall include the Contractor's Quote in response to County's Request, and Contractor Scope of Work document, 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. Contract Price. All services provided under this Agreement shall not exceed the price as quoted of: \$22.00 per body/bag.

3. Contract Duration. This Agreement shall commence on the 28th day of March, 2022, and continue for a period of 12 months through 27th day of March, 2023, subject to the provisions for termination specified below. This Agreement may be renewed beyond the initial term by the order of the County for additional one (1) year terms subject to the condition that there shall be no fee increases during any renewal term.

4. Term & Supply Service. The County agrees to the service price from the Contractor and the Contractor agrees to supply the County all Services and Equipment described in this Agreement and the Contract Documents, for the prices set forth herein, and as needed and ordered by County. Contractor shall act as the primary supplier for Animal Disposal for the County during the term of this Agreement. Services and Equipment will be performed and provided on an "as needed" basis with scheduling being completed the Taney County Animal Control staff.

5. Billing and Payment. All billing shall be invoiced with specific department information 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.

SPRING FLING HOLD HARMLESS AGREEMENT #22-012CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Spring Fling Liability Waiver and Release Forsyth Chamber of Commerce Events Sponsor and Participants Agreement. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LIABILITY WAIVER AND RELEASE,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Event Sponsor)

In consideration of being permitted to offer, conduct, organize or sponsor the Spring Fling on April 30, 2022 and to conduct certain physical fitness activities in connection with a yoga session ("Activities") on real property owned by Taney County, Missouri ("County") located 132 David Street, Forsyth, Missouri, or 266 Main Street, Forsyth, Missouri ("Premises"), which are conducted, organized or sponsored by Forsyth Chamber of Commerce, and its officers, managers, employees, volunteers, or agents, and being permitted to enter onto or participate for any purpose upon the property for which Spring Fling activities or events are offered, conducted, organized or sponsored by Forsyth Chamber of Commerce ("Chamber"), Chamber agrees as follows:

1. Chamber acknowledges, agrees, and represents that it has or will immediately upon entering the Premises and continuously thereafter, inspect the Premises, and further agrees and warrants that if at any time Chamber and its officers, managers, employees, volunteers, agents or participants are in or about the Premises and feel or observe anything to be unsafe, Chamber will immediately advise County of such and if necessary, will immediately require all officers, managers, employees, volunteers, agents, participants, observers, attendees, and all others to immediately leave the Premises.
2. Chamber and its officers, managers, employees, volunteers, agents and participants release, waive, discharge and covenant not to sue the County, or its officers, officials, employees, volunteers, or agents (collectively, the "Released Parties"), for any and all liability in connection with Spring Fling and the related Activities and Events, including any and all loss or damages, and any claim or demands on account of injury to person or property or resulting in death or injury in connection with Spring Fling and the related Activities and events arising out of or related to the Premises, and any and all Spring Fling Activities and events, whether caused by the negligence of the County, or not.
3. Chamber agrees to indemnify and save and hold harmless the County, and its officers, officials, employees, volunteers, or agents from any loss, liability, damage or cost that may be incurred arising out of or related to the Premises, and any Spring Fling activities or events, whether caused by the County, or not.
4. Chamber assumes full responsibility for any risk of bodily injury, death or property damage, including, but not limited to any person(s) on the Premises, arising out of or related to the Premises, and any Spring Fling Activities and events, whether caused by the negligence of the County, or not.
5. Chamber agrees that this Liability Waiver and Release, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the County, and is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion is held invalid, it is agreed that the remaining part of the Agreement shall continue in full legal force and effect.

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH CHRISTIAN COUNTY #21-136CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Intergovernmental Cooperative Purchasing Agreement by and between Taney County and Christian County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-136CM

**CHRISTIAN COUNTY AND TANEY COUNTY
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

THIS AGREEMENT is entered into by and between Taney County, Missouri, a political subdivision of the State of Missouri, and Christian County, Missouri, a political subdivision of the State of Missouri by and through the powers of each party's respective County's Commissioners.

WHEREAS, Article VI, Section 16 of the Missouri Constitution and Section 70.210 and 70.220, RSMo (2010) authorize governments to cooperate and contact with one another in various matters including combined competitive bidding procedure, to acquire goods and services from the lowest and best bidder; and

WHEREAS, both parties desire to cooperate with each other for the purpose of acquiring goods and services, in accordance with the competitive bidding requirements set forth in Section 50.660 RSMo., and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs; and

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and vendors to perform governmental functions and services, including the purchase of goods and services pursuant to Missouri Attorney General opinion NO. 28-86; and

WHEREAS, the parties to desire to contract with vendors under the terms of this cooperative purchasing agreement provided the awarded vendor agrees to the cooperative language with said contracts; and

WHEREAS, no financial obligation will exist between the two political subdivisions due to said contracts.

NOW, THEREFORE, the parties agree as follows:

1. The "WHEREAS" clauses stated above are incorporated herein by reference.
2. Use of Bid, Proposal, or Price Agreement
 - a. "Procuring Party" is defined as either Taney County, Missouri or Christian County, Missouri which is a participant of this agreement who seeks to purchase goods or services from a vendor which was awarded a contract by one of the parties to this agreement subsequent to the completion of all applicable solicitation and procurement requirements set forth in Section 50.660 RSMo.
 - b. Each procuring party shall be solely responsible for their own purchase of goods and services under this agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring part.
 - c. The procuring party shall not use this agreement as a method of obtaining additional concessions or reduced prices for similar goods and services outside the scope of this Intergovernmental Cooperative Agreement.
 - d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
 - e. The cooperative use of bids, proposals, or price agreements obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, proposal, or price agreement, including the awarded vendor agreeing to the cooperative language in said contract that was awarded, which will allow the other party to elect to purchase goods or services from the vendor at the same price and terms.
3. Payment Obligations: A procuring party will make timely payments to vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring

PRESENTATION OF DELINQUENT TAX BOOKS & COLLECTORS ANNUAL YEAR-END SETTLEMENT PER RSMo CHAPTER 139 (139, 160, 139, 190) & 52.361

Commissioner Williams moved to table the Presentation of Delinquent Tax Books & Collectors Annual Year-end Settlement to April 4, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 9:24 A.M.

EXECUTIVE SESSION: 10:32 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3)(12) (LEGAL, REAL ESTATE, PERSONNEL, CONTRACTS)

(Taney County Commission Conference Room)

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

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

END OF EXECUTIVE SESSION: 11:07 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.

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: 11:15 A.M.

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

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