

**OFFICIAL
COMMISSION MINUTES
SEPTEMBER 6th, 2022 – 13th DAY OF
THE JULY 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 9:02 a.m.

COMMISSION REMARKS

None.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #468842 through Check #468847, Checks #468849 through Check #468894, Checks #468896 through Check #468901, Warrants #7975 and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR BI-FOLD HANGAR DOOR REPLACEMENT #22-101AIR

Mike Mulnick, Airport Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for Bi-Fold Hanging Door Replacement by and between KCA Doors, Inc d/b/a Brookline Doorworks and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-101RB

Agreement
For
Bi-fold Hangar Door Replacement

THIS AGREEMENT dated the 6th day of September 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and KCA Doors Inc. dba Brookline Doorworks of Springfield, Missouri ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents.** The contract documents to this Agreement for the purchase of a bi-fold hangar door replacement ("Equipment and Service") shall include the Contractor's bid response to County's Request For Bid #202207-501 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A 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.** Equipment purchased under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment and Services per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$52,525.00. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

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 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 number 202207-501 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 specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

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Presiding Commissioner ms; Eastern Commissioner She; Western Commissioner W

SHERIFF'S DEPARTMENT AGREEMENTS #22-095S

TERMINAL

HOLLISTER PD

Commissioner Williams moved to approve the Terminal Agency agreement by and between Hollister Police Department and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TERMINAL AGENCY AGREEMENT

for

**MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) &
NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS**

PURPOSE OF AGREEMENT

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a TERMINAL AGENCY (defined as a criminal justice agency with a computer terminal authorized for inquiry purposes only OR a criminal justice agency with a computer terminal authorized for entry and inquiry purposes that is not in operation 24 hours a day, 7 days a week). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

RECORD ENTRY

The OPERATING AGENCY agrees to enter all records for the TERMINAL AGENCY under the TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

RECORD INQUIRY

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the TERMINAL AGENCY using the TERMINAL AGENCY's ORI when required.

HIT CONFIRMATIONS

The TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The hit confirmation response will provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed by the OPERATING AGENCY to fully respond.

Revised 07.23.14

NON-TERMINAL

Commissioner Williams moved to approve the Non-Terminal Agency agreements by and between Forsyth Police Department and Taney County, Merriam Woods Police Department and Taney County, Rockaway Beach Police Department and Taney County, Circuit Court Municipal Division of Hollister and Taney County, and the County Prosecuting Attorney in Forsyth and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COUNTY PROSECUTING ATTORNEY
NON-TERMINAL AGENCY AGREEMENT

for
MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) &
NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS

PURPOSE OF AGREEMENT

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a NON-TERMINAL AGENCY (defined as a criminal justice agency with no MULES/NCIC access). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

RECORD ENTRY

The OPERATING AGENCY agrees to enter all records for the NON-TERMINAL AGENCY under the NON-TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

RECORD INQUIRY

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the NON-TERMINAL AGENCY using the NON-TERMINAL AGENCY's ORI when required.

HIT CONFIRMATIONS

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The NON-TERMINAL AGENCY agrees to provide the OPERATING AGENCY with all necessary reports, documents, etc. to establish the basis for a hit confirmation response. The OPERATING AGENCY will then provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed to fully respond.

VALIDATIONS

The NON-TERMINAL AGENCY agrees to assist the OPERATING AGENCY with the validations of all records entered using the NON-TERMINAL AGENCY'S ORI. When validating a record, both agencies must confirm the record is complete, accurate, and still active.

FORSYTH PD

NON-TERMINAL AGENCY AGREEMENT

for
MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) &
NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS

PURPOSE OF AGREEMENT

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a NON-TERMINAL AGENCY (defined as a criminal justice agency with no MULES/NCIC access). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

RECORD ENTRY

The OPERATING AGENCY agrees to enter all records for the NON-TERMINAL AGENCY under the NON-TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

RECORD INQUIRY

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the NON-TERMINAL AGENCY using the NON-TERMINAL AGENCY's ORI when required.

HIT CONFIRMATIONS

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The NON-TERMINAL AGENCY agrees to provide the OPERATING AGENCY with all necessary reports, documents, etc. to establish the basis for a hit confirmation response. The OPERATING AGENCY will then provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed to fully respond.

VALIDATIONS

The NON-TERMINAL AGENCY agrees to assist the OPERATING AGENCY with the validations of all records entered using the NON-TERMINAL AGENCY'S ORI. When validating a record, both agencies must confirm the record is complete, accurate, and still active.

MERRIAM WOODS PD
NON-TERMINAL AGENCY AGREEMENT
for
MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) &
NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS

PURPOSE OF AGREEMENT

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a NON-TERMINAL AGENCY (defined as a criminal justice agency with no MULES/NCIC access). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

RECORD ENTRY

The OPERATING AGENCY agrees to enter all records for the NON-TERMINAL AGENCY under the NON-TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

RECORD INQUIRY

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the NON-TERMINAL AGENCY using the NON-TERMINAL AGENCY's ORI when required.

HIT CONFIRMATIONS

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The NON-TERMINAL AGENCY agrees to provide the OPERATING AGENCY with all necessary reports, documents, etc. to establish the basis for a hit confirmation response. The OPERATING AGENCY will then provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed to fully respond.

VALIDATIONS

The NON-TERMINAL AGENCY agrees to assist the OPERATING AGENCY with the validations of all records entered using the NON-TERMINAL AGENCY'S ORI. When validating a record, both agencies must confirm the record is complete, accurate, and still active.

ROCKAWAY BEACH PD
NON-TERMINAL AGENCY AGREEMENT
for
MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) &
NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS

PURPOSE OF AGREEMENT

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a NON-TERMINAL AGENCY (defined as a criminal justice agency with no MULES/NCIC access). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

RECORD ENTRY

The OPERATING AGENCY agrees to enter all records for the NON-TERMINAL AGENCY under the NON-TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

RECORD INQUIRY

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the NON-TERMINAL AGENCY using the NON-TERMINAL AGENCY's ORI when required.

HIT CONFIRMATIONS

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The NON-TERMINAL AGENCY agrees to provide the OPERATING AGENCY with all necessary reports, documents, etc. to establish the basis for a hit confirmation response. The OPERATING AGENCY will then provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed to fully respond.

VALIDATIONS

The NON-TERMINAL AGENCY agrees to assist the OPERATING AGENCY with the validations of all records entered using the NON-TERMINAL AGENCY'S ORI. When validating a record, both agencies must confirm the record is complete, accurate, and still active.

HOLLISTER CIRCUIT COURT-MUNICIPAL DIVISION
NON-TERMINAL AGENCY AGREEMENT
for
MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) &
NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS

PURPOSE OF AGREEMENT

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a NON-TERMINAL AGENCY (defined as a criminal justice agency with no MULES/NCIC access). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

RECORD ENTRY

The OPERATING AGENCY agrees to enter all records for the NON-TERMINAL AGENCY under the NON-TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

RECORD INQUIRY

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the NON-TERMINAL AGENCY using the NON-TERMINAL AGENCY's ORI when required.

HIT CONFIRMATIONS

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The NON-TERMINAL AGENCY agrees to provide the OPERATING AGENCY with all necessary reports, documents, etc. to establish the basis for a hit confirmation response. The OPERATING AGENCY will then provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed to fully respond.

VALIDATIONS

The NON-TERMINAL AGENCY agrees to assist the OPERATING AGENCY with the validations of all records entered using the NON-TERMINAL AGENCY'S ORI. When validating a record, both agencies must confirm the record is complete, accurate, and still active.

INFORMATION EXCHANGE

Commissioner Williams moved to approve the Information Exchange agreement by and between Forsyth Police Department and Taney County, Merriam Woods Police Department and Taney County, and Hollister Police Department and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Information Exchange Agreement

Between the
Forsyth Police Department
And the
Taney County Sheriff's Office

This Management Control Agreement is made and entered into this 6th day of September, 2022 By and between Forsyth Police Department hereinafter referred to as FPD and the Taney County Sheriff's Office hereinafter referred to as TCSO.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the FPD defines all data provided to or processed by TCSO on behalf of the FPD to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and FPD policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information between FPD and TCSO. This agreement ensures that any CJI exchanged between FPD and TCSO shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and FPD policy.

Duties of FPD

Under the terms of this agreement FPD shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and FPD provided, obtained or owned data and associated processing systems:

- a. The FPD shall retain final control over, and retain ownership of, any CJI shared by FPD through the exchange received by TCSO.
b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange.
c. TCSO compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between FPD and TCSO.
d. Standards for the authorization of TCSO personnel, contractors, visitors or others who may have access to FPD data.

Duties of TCSO

As a member of this exchange, TCSO may only access/use the data provided to TCSO by FPD as explicitly authorized writing as a part of the contract to perform specific functions on behalf of FPD, this agreement or another fully executed agreement between these two parties. Additionally, TCSO may only provide access to FPD criminal

Information Exchange Agreement

Between the
Taney County Sheriff's Office
And the
Forsyth Police Department

This Management Control Agreement is made and entered into this 6th day of September, 2022 By and between Taney County Sheriff's Office hereinafter referred to as TCSO and the Forsyth Police Department hereinafter referred to as FPD.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the TCSO defines all data provided to or processed by FPD on behalf of the TCSO to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and TCSO policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information between TCSO and FPD. This agreement ensures that any CJI exchanged between TCSO and FPD shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and TCSO policy.

Duties of TCSO

Under the terms of this agreement TCSO shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and TCSO provided, obtained or owned data and associated processing systems:

- a. The TCSO shall retain final control over, and retain ownership of, any CJI shared by TCSO through the exchange received by FPD.
b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange.
c. FPD compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between TCSO and FPD.
d. Standards for the authorization of HID personnel, contractors, visitors or others who may have access to TCSO data.

Duties of FPD

As a member of this exchange, FPD may only access/use the data provided to FPD by TCSO as explicitly authorized writing as a part of the contract to perform specific functions on behalf of TCSO, this agreement or another fully executed agreement between these two parties. Additionally, FPD may only provide access to TCSO criminal

MERRIAM WOODS PD

Information Exchange Agreement

Between the

Taney County Sheriff's Office

And the

Merriam Woods Police Department

This Management Control Agreement is made and entered into this 12th day of September, 2022 By and between Taney County Sheriff's Office hereinafter referred to as TCSO and the Merriam Woods Police Department hereinafter referred to as MWPD.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the TCSO defines all data provided to or processed by MWPD on behalf of the TCSO to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and TCSO policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information between TCSO and MWPD. This agreement ensures that any CJI exchanged between TCSO and MWPD shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and TCSO policy.

Duties of TCSO

Under the terms of this agreement, TCSO shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and TCSO provided, obtained or owned data and associated processing systems:

- a. The TCSO shall retain final control over, and retain ownership of, any CJI shared by TCSO through the exchange received by MWPD,
- b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange,
- c. MWPD compliance with all applicable federal, state and local laws, CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between TCSO and MWPD.
- d. Standards for the authorization of MWPD personnel, contractors, visitors or others who may have access to TCSO data.

Duties of MWPD

As a member of this exchange, MWPD may only access/use the data provided to MWPD by TCSO as explicitly authorized writing as a part of the contract to perform specific functions on behalf of TCSO, this agreement or another fully executed agreement between these two parties. Additionally, MWPD may only provide access to TCSO

Information Exchange Agreement

Between the

Taney County Sheriff's Office

And the

Merriam Woods Police Department

This Management Control Agreement is made and entered into this 12th day of September, 2022 By and between Taney County Sheriff's Office hereinafter referred to as TCSO and the Merriam Woods Police Department hereinafter referred to as MWPD.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the TCSO defines all data provided to or processed by MWPD on behalf of the TCSO to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and TCSO policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information between TCSO and MWPD. This agreement ensures that any CJI exchanged between TCSO and MWPD shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and TCSO

Duties of TCSO

Under the terms of this agreement TCSO shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and TCSO provided, obtained or owned data and associated processing systems:

- a. The TCSO shall retain final control over, and retain ownership of, any CJI shared by TCSO through the exchange received by MWPD.
- b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange,
- c. MWPD compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between TCSO and MWPD.
- d. Standards for the authorization of MWPD personnel, contractors, visitors or others who may have access to TCSO data.

Duties of MWPD

As a member of this exchange, MWPD may only access/use the data provided to MWPD by TCSO as explicitly authorized writing as a part of the contract to perform specific functions on behalf of TCSO, this agreement or another fully executed agreement between these two parties. Additionally, MWPD may only provide access to TCSO

HOLLISTER PD

Information Exchange Agreement

Between the

Hollister Police Department

And the

Taney County Sheriffs Office

This Management Control Agreement is made and entered into this 6th day of September, 2022 By and between Hollister Police Department hereinafter referred to as HPD and the Taney County Sheriff's Office hereinafter referred to as TCSO.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the HPD defines all data provided to or processed by TCSO on behalf of the HPD to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and HPD policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information between HPD and TCSO. This agreement ensures that any CJI exchanged between HPD and TCSO shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and HPD policy.

Duties of HPD

Under the terms of this agreement HPD shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and HPD provided, obtained or owned data and associated processing systems:

- a. The HPD shall retain final control over, and retain ownership of, any CJI shared by HPD through the exchange received by TCSO.
- b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange.
- c. TCSO compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between HPD and TCSO.
- d. Standards for the authorization of TCSO personnel, contractors, visitors or others who may have access to HPD data.

Duties of TCSO

As a member of this exchange, TCSO may only access/use the data provided to TCSO by HPD as explicitly authorized writing as a part of the contract to perform specific functions on behalf of HPD, this agreement or another fully executed agreement between these two parties. Additionally, TCSO may only provide access to HPD criminal

Information Exchange Agreement

Between the

Taney County Sheriff's Office

And the

Hollister Police Department

This Management Control Agreement is made and entered into this 16th day of September, 2022 By and between Taney County Sheriff's Office hereinafter referred to as TCSO and the Hollister Police Department hereinafter referred to as HPD.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the TCSO defines all data provided to or processed by HPD on behalf of the TCSO to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and TCSO policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement defines appropriate security controls and use restrictions for the exchange of criminal justice information between TCSO and HPD. This agreement ensures that any CJI exchanged between TCSO and HPD shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and TCSO policy.

Duties of TCSO

Under the terms of this agreement TCSO shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and TCSO provided, obtained or owned data and associated processing systems:

- a. The TCSO shall retain final control over, and retain ownership of, any CJI shared by TCSO through the exchange received by HPD.
- b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange.
- c. HPD compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the exchange of CJI between TCSO and HPD.
- d. Standards for the authorization of HPD personnel, contractors, visitors or others who may have access to TCSO data.

Duties of HPD

As a member of this exchange, HPD may only access/use the data provided to HPD by TCSO as explicitly authorized writing as a part of the contract to perform specific functions on behalf of TCSO, this agreement or another fully executed agreement between these two parties. Additionally, HPD may only provide access to TCSO criminal

MANAGEMENT CONTROL

TCSO AND TANEY COUNTY IT DEPARTMENT

Commissioner Williams moved to approve the Management Control agreement by and between the Taney County Sheriff's Office and the Taney County IT Department. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MANAGEMENT CONTROL AGREEMENT

Between the

Taney County Sheriff's Office

And the

Taney County IT Department

This Management Control Agreement is made and entered into this 16th day of September, 2022; By and between Taney County Sheriff's Office hereinafter referred to as TCSO and the Taney County IT Department hereinafter referred to as TC-IT.

DEFINITIONS

(Criminal Justice Agencies should use this section to identify their agency as a criminal justice agency, citing the authority under which the agency was created and what criminal justice duties their agency performs. Additionally, this section should identify the contracted non-criminal justice entity any applicable establishing statutes or ordinances that may apply to the Non-Criminal Justice Agency. An example of this is as follows:)

TC-IT was established and governed pursuant to CJIS Security Policy.

For the purposes of Management Control and applicable security addendums, the TCSO is recognized as a Criminal Justice Agency (CJA) and TC-IT is recognized as a Non-Criminal Justice Agency (NCJA) as defined in FBI CJIS Security Policy.

For the purposes of data control, security and protection and this agreement the TCSO defines all data provided to or processed by TC-IT on behalf of the TCSO to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULF S Policy and TCSO policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement provides management control for TCSO, which serves as a criminal justice agency authorized under law to receive, process and store CJI. This management control ensures that any contracted work involving the processing, transmission, storage or sharing of CJI performed by TC-IT on behalf of TCSO shall remain under the strict management control of TCSO according to the terms of this agreement and applicable state and federal policies.

Duties of TCSO

Under the terms of this agreement TCSO shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the access to and control over all CJI and TCSO provided/obtained or owned data and associated processing systems:

- a. The TCSO shall provide management control over, and retain ownership of, any CJI requested by, entered by or received by any employee of TCSO or employee of TC-IT who receives criminal justice data on behalf of TCSO.
- b. Access to agency owned criminal justice data and CJIS systems by TC-IT
- c. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI or any other agency

AUTHORITY TO REPRESENT #22-098CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Authority to Represent for Opioid Litigation by and between Branstetter, Stranch, & Jennings, PLLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AUTHORITY TO REPRESENT

RE: Taney County, Missouri civil suit against manufacturers and distributors of prescription opiates ("Defendants") for the wrongful distribution of prescription opiates and damages caused thereby.

The TANEY COUNTY, MISSOURI (hereinafter "CLIENT") hereby retains the law firm BRANSTETTER, STRANCH, & JENNINGS, PLLC., on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Taney County, Missouri, including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby, failure to warn, negligence, negligence per se, civil conspiracy and that the Defendants worked in concert with each other. **John F. Garvey, Esq.** (MO Bar# 35879) of the law firm BRANSTETTER, STRANCH, & JENNINGS, PLLC., shall serve as LEAD COUNSEL. CLIENT authorizes LEAD COUNSEL to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

BRANSTETTER,
STRANCH, &
JENNINGS, PLLC
701 Market Street
Suite 1510
St. Louis, MO
63101

STYRON & SCHILLING LAW FIRM
302 E. Church
Ozark, MO 65721

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

BRANSTETTER, STRANCH, & JENNINGS, PLLC., hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the

FILL DIRT AGREEMENT – MAURICE BARTH

Commissioner Williams moved to approve Fill Dirt Agreement by and between Maurice Barth and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Unlimited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with MAURICE BARTH (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of the County Highway Administrator only.

Devin Huff
Devin Huff County Highway Administrator

8-23-2022
Date:

TANEY COUNTY EMPLOYEE SERVICE AWARDS

Presiding Commissioner Scofield presented the 2020 Taney County Service Awards to the following employees:

15 Years of Service

- Shane Plummer
- Karen Custer
- Tonja Friend
- Terry Scott
- Mike Mulnick

20 Years of Service

- Jimmy Randell
- Ronnie Combs
- Robert Dalton
- Darren Tilley
- Melissa Trotter
- Linda LaRaque
- Dawn Mueller
- Joe Blackerby
- Chris Berndt

5 Years of Service

- William May
- Joshua Epps
- Steven Braden
- Jordan Keys
- Paul Allen Jr.
- Rex Clemans
- Doug Williams
- Marc Rys
- Jessica Layefsky

25 Years of Service

- Jason Davidson
- Charles Hurst
- Dawn Bilyeu

Presiding Commissioner Scofield presented the 2021 Taney County Service Awards to the following employees:

5 Years of Service

Walter Payton
Timothy Hurst
Brian Loftis
Zach Kech
Derek Bosserman
William Dees
Denzil Brown

10 Years of Service

Scott Starrett

15 Years of Service

David Eisenbarth
Mark Hall
George Hensley
Charles Edwards
Richard Collins
Nikki Lawrence

20 Years of Service

Renee Brusca
Darrell Cummings

ALLOCATION OF SECURE RURAL SCHOOLS TO THE TITLE I AND TITLE III PROJECTS

Commissioner Williams moved to set Title III allocation to 15% which will set the Title I to 85% for the Secure Rural Schools Funds. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DISCUSSION WITH WHITE RIVER VALLEY ELECTRIC

Cassie Cunningham, Manager of Communications White River Valley Electric, and Beau Jackson, Manager of Engineering & Development White River Electric, were present.

Presiding Commissioner Scofield moved to commit \$4,000,000.00 (four million) in ARPA Funds to White River Electric to apply for a Fiber to the Home Project Grants. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 10:35 A.M.

RECONVENE: 10:52 A.M.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, and Commissioner Wyatt.

Also present: Lesley Wallace, Administrative 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

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

ADJOURN: 10:59 A.M.

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