

**OFFICIAL
COMMISSION MINUTES
MARCH 13th, 2023 – 21st DAY OF
THE JANUARY ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Nick Plummer (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:02 a.m.

COMMISSION REMARKS

Presiding Commissioner Plummer verified with the Commission that the meeting start time is 9:02 a.m. and not what is reflected on the wall clock in the Commission Hearing Room.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #470878 through Check #470906, Checks #470908 through Check #470952, Warrants #8083 through Warrant #8090, and Three Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Check #470907. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (abstain).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for March 6th, 2023 and Executive Session Minutes for March 6th, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the February 2023 Monthly Budget Report.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Cody Cox, Small Business Consultant, updated the Commission on the Missouri Extension programs.

COMPUTER VOICE STRESS ANALYZER ESTIMATE #23-025S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the purchase of the Computer Voice Stress Analyzer as estimated and presented for File #23-025S. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-025CM



FEDERAL SERVICES

January 4, 2022

**Excellence in Technology, Training and Service®
Sole Source Letter**

Dear Customer,

Please be advised NITV Federal Service (NFS) is the Sole Source for the Computer Voice Stress Analyzer III (CVSA® III), the CVSA® II, the CVSA® as well as all manufacturer approved certification training programs related to any version of the CVSA®.

NFS is the exclusive manufacturer/distributor of the CVSA® III, CVSA® II, and CVSA® and has no US distributors. Both the CVSA® III and CVSA® II incorporate version-unique and specialized processes protected by two US Patents: US Patent Number 7,321,855 "Method for Quantifying Psychological Stress Levels Using Voice Pattern Samples," and US Patent Number 7,571,101 "Quantifying Psychological Stress Levels Using Voice Patterns."

NFS is the only Voice Stress Analysis (VSA) manufacturer holding patents for its VSA technologies. The FACT® scoring system is exclusively offered by NFS, and can precisely quantify stress in the human voice to evaluate CVSA® examination charts as Deceptive or Non-Deceptive with an accuracy level greater than 98%. Additionally, the CVSA® has been approved by the US Federal Court System, and is used by approximately 2,500 US and International Law Enforcement Agencies, as well as elements of the US Military and US Federal Agencies.

For more information please visit our website at www.cvsa1.com or contact us by calling (561) 798-6280

Lourdes Humble

Chief Operating Officer

NITV Federal Services, LLC

11400 Fortune Circle • West Palm Beach, Florida 33414 • Tel (561) 798-6892 • Fax (561) 798-1594 • Email NITVFS@CVSA1.com

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE #23-026S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the End-User License Agreement for CVSA Software. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-026CM

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

IMPORTANT READ CAREFULLY: This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and the NITV Federal Services, LLC (NFS) which installed the Computer Voice Stress Analyzer® (SOFTWARE PRODUCT or SOFTWARE) on a Dell Latitude or other Dell Computer (COMPUTER). The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any online or electronic documentation. Once the EULA is signed by any member of said entity or the CVSA® is used by anyone employed by said entity, it is understood and agreed to be bound by the terms of this EULA.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The CVSA SOFTWARE PRODUCT is licensed, not sold.

- I. **GRANT OF LICENSE.** This EULA grants you the following rights:
 - **Software.** You may use this copy of the SOFTWARE PRODUCT (CVSA Program) only on the COMPUTER described below in this Agreement.

- II. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
 - **Limitation on Reverse Engineering, De-compilation and Disassembly.** You may not reverse engineer, de-compile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
 - **Separation of Components.** The SOFTWARE PRODUCT (CVSA) is licensed as a single product. Its component parts may not be separated for use on any other computer.
 - **Single COMPUTER.** The SOFTWARE PRODUCT is licensed with the COMPUTER described below as a single integrated product. This license specifically excludes any use, review, evaluation, research & development (R&D), scientific testing or analysis of the CVSA SOFTWARE PRODUCT by the user or any third parties not specifically authorized by NFS.
 - **Rental.** You may not rent, lease, assign, sub-lease, loan, sell, or otherwise transfer any rights to the SOFTWARE PRODUCT or COMPUTER under this agreement.
 - **Termination.** Without prejudice to any other rights, NFS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must return the computer in question in order to allow NFS to destroy all copies of the SOFTWARE PRODUCT and all of its component parts. The computer will then be returned minus the CVSA program.

- III. **UPGRADES.** If you receive a CVSA SOFTWARE PRODUCT upgrade, you may use that upgrade only in accordance with this EULA and added only to the computer described below.

- IV. **COPYRIGHT.** All title and copyrights in and to the CVSA SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, videos, audio, music, algorithms, text and "applets") incorporated into the SOFTWARE PRODUCT, are owned by NFS or its suppliers. You may

AGREEMENT FOR SPECIAL RESPONSE TEAM VEHICLE #23-022S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the agreement for Special Response Team Vehicle by and between The Armored Group Defense, LLC a/k/a The Armored Group, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-022S

Agreement
for
Special Response Team Vehicle

THIS AGREEMENT dated the 13th day of March 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and The Armored Group Defence, LLC a/k/a The Armored Group, LLC, an Arizona limited liability company (hereinafter "Vendor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration 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 one (1) Special Response Team Vehicle ("Vehicle") shall include the GSA Contract #GS-30F-0020W, Vendor Quote #GSAJJ230217A dated February 17, 2023, 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. The County agrees to purchase from the Vendor and the Vendor agrees to sell to the County the Vehicle pursuant to Exhibit A for the total contract price of \$152,372.00. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.

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 as agreed to and offered by the Vendor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #GS-30F-0020W for tracking. 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; Vendor 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.

FY 2022 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUBAWARD AGREEMENT #23-024EM

Melissa Duckworth, Emergency Management Assistant, was present.

Commissioner Williams moved to approve the FY 2022 State and Local Cybersecurity Grant Program Subaward Agreement by and between Taney County and the Office of Homeland Security Division of Grants. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P. O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Taney County		DATE 02/21/2023	
ADDRESS 221 Jefferson Road		FEDERAL IDENTIFICATION NUMBER EMW-2022-CY-00031	OHS CONTROL NUMBER NR27
CITY Branson		UEI NUMBER WLKQCE8LC5V6	
STATE MO		ZIP CODE 65616	
TOTAL AMOUNT OF THE FEDERAL AWARD \$64,946.58		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$58,451.92	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$58,451.92		TOTAL APPROVED COST SHARING OR MATCHING \$6,494.66	
PROJECT PERIOD FROM 12/01/2022	PROJECT PERIOD TO 11/30/2025	FEDERAL AWARD DATE 12/01/2022	
PROJECT TITLE FY 2022 SLCGP-Non-Rural – Taney County		FUNDED BY FY 2022 State and Local Cybersecurity Grant Program	
FEDERAL AWARDCING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.137		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelse Dowell		NAME Melissa Duckworth, County Grants Oversight	
E-MAIL ADDRESS Chelse.Dowell@dps.mo.gov		ADDRESS (If different from above) P.O. Box 1086	
TELEPHONE (573) 751-3879		CITY, STATE AND ZIP CODE Forsyth, MO 65653	
PROGRAM MANAGER Joni McCarter		TELEPHONE 417-546-7233	E-MAIL ADDRESS Melissa.duckworth@taneycountymo.gov
SUMMARY DESCRIPTION OF PROJECT The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Nick Plummer, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
		<i>Nick Plummer</i>	5-13-2027
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

FY 2022 SLCGP

Presiding Commissioner NP; Eastern Commissioner W; Western Commissioner W

LAGERS + PUBLIC SAFETY GROUP FINAL AMENDED RESOLUTION #22-140HR
Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Missouri LAGERS Rule of 80 Public Safety Resolution File #22-140HR Supplement. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 22-140HR

RESOLUTION OF THE TANEY COUNTY, MISSOURI COMMISSION

WHEREAS, Taney County, Missouri is an employer under the Missouri Local Government Employees Retirement System ("LAGERS"); and

WHEREAS, the County Commission of Taney County, Missouri, desires to cover its eligible emergency medical service personnel, jailers and emergency telecommunicators as public safety personnel members of LAGERS pursuant to the provisions of sections 70.600 through 70.755, RSMo., and has complied with the notice and filing requirements of section 105.675, RSMo.; and

WHEREAS, public safety personnel members of LAGERS are eligible for a minimum service retirement age of fifty-five, pursuant to section 70.600(16), RSMo.; and

WHEREAS, the County Commission of Taney County, Missouri understands that, by covering its eligible employees as public safety personnel members, the County Commission is accepting the legal obligation to fully fund the elected benefits now and in the future and that it will be financially able to do so.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED that the County Commission of Taney County, Missouri, hereby orders and elects as follows:


1. It is declared to be the policy of Taney County, Missouri, a political subdivision as defined by section 70.600, RSMo., to cover all present and future emergency medical services personnel, jailers, and emergency telecommunicators as public safety personnel members of LAGERS as defined in section 70.631, RSMo.
2. All present and future public safety personnel members declared to be eligible, who have 1,000 or more hours of annual employment shall be covered under the L-6 (2.00%) benefit program.
3. Final Average Salary for all eligible present and future public safety personnel members shall be determined on the basis of a sixty (60) consecutive month period.
4. Contributions to LAGERS of four percent (4%) total gross wages shall be required from all eligible present and future public safety personnel members.
5. Prior to August 1, 1985, one hundred percent (100%) of all prior employment by present public safety personnel members is to be considered for "prior service credit" in calculating benefits and contributions to LAGERS. All qualified employment after the effective date shall be considered membership service as defined in section 70.600(15), RSMo.
6. Present and future public safety personnel members' retirement benefits shall be based on the minimum service retirement age of fifty-five (55) and/or the Rule of 80 for current and future eligible employees in accordance with the provisions of section 70.600(16), RSMo.

No. 22-140HR

7. The financial officer of Taney County, Missouri, is directed to deduct from the wages and salaries of each eligible public safety personnel member, the contributions, if any, required by section 70.705, RSMo. and to remit the deductions to LAGERS, together with the employer contributions required by section 70.705 and 70.750, RSMo.

8. Remittances and other required reports and records shall be forwarded to LAGERS in accordance with administrative guidelines established by officials of LAGERS.

9. The election described in this Resolution shall be effective on the first day of March, 2023.


Nick Plummer, Presiding Commissioner


Brandon Williams, Associate Commissioner


Sheila Wyatt, Associate Commissioner

ATTEST:

I hereby certify that the above Resolution is a true and correct copy of the Resolution that was duly enacted by the County Commission of Taney County, Missouri.


Stephanie Spencer, County Clerk 3/13/2023
Date



INTER-GOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN TANEY COUNTY, MO AND KIRBYVILLE R-IV SCHOOL DISTRICT #23-009RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Inter-Governmental Cooperative Agreement between Taney County and Kirbyville R-IV School District. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-009RB

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 9th day of March, 2023 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the Kirbyville R-IV School District ("School District"), a political subdivision of the State of Missouri.

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any common service; and

WHEREAS, the School District has determined that road improvements will increase safety and traffic control regarding the transportation to and from a facility of the School District; and

WHEREAS, the County and School District desire to enter into this Agreement for the purpose of the construction of a turn lane at the School District located on Highway 76 (the "Project") in the County as depicted in Exhibit A, which is attached to this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement shall be for the construction of a turn lane at the School District facility located on Highway 76 in Taney County, Missouri.
2. **Term; Termination.** The term of this Agreement shall be the Effective Date set forth above and shall continue until the completion of the Project. This Agreement may be terminated at any time, by either party, by providing thirty (30) days written notice to the other party. Upon termination, the School District shall be responsible for any and all materials for which the County has purchased or is obligated to purchase at the time of termination.
3. **School District Obligations.** The School District shall have the following obligations:
 - a. Acquire all necessary right-of-way for the desired turn lane.
 - b. Pay for all costs and expenses related to all necessary materials and permits as determined by the County and/or the Missouri Department of Transportation.
 - c. Obtain all necessary approvals for the Project from the Missouri Department of Transportation.
 - d. Convey any necessary rights and right-of-way for the turn lane to the Missouri Department of Transportation upon completion of the Project.
4. **County Obligations.** The County agrees to provide the following with respect to the Project:
 - a. Provide in-kind labor and equipment required for the construction work of the Project.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) – COURTHOUSE REHABILITATION #23-017CM

Commissioner Williams moved to approve the Agreement between Owner and Contractor for Construction Contract by and between Taney County and Young’s Glass. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-017CM

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taney County, MO (“Owner”) and Young’s Glass (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **furnishing aluminum windows, replacing exterior windows and frames on the first floor, and replacing the glass on the second floor.**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Great River Engineering.
- 3.02 The Owner has retained Great River Engineering (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Period of Performance*
 - A. If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the design professional, is necessary for the completion of the work within the time specified as follows in accordance with Article 4 of the General Conditions:
 - 1. Calendar Days: 365 Days
- 4.02 *Liquidated Damages:*
 - A. The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the design profession under the contract, the amount of liquidated damages to be recovered shall be as follows:
 - B. Liquidated damages per day: \$500
 - C. Liquidated damages will be assessed until the project has been accepted the Design Professional and the Owner.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 1 of 6

RECESS: 9:31 A.M.

RECONVENE: 9:45 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Garen McElroy, Great River Engineering Transportation Team Leader, David Clark, County Auditor, Beth Schaller, MoDOT Area Engineer, and Stephanie Spencer, County Clerk.

RECESS: 11:09 A.M.

RECONVENE: 11:13 A.M.

ROUND TABLE EMPLOYEE POLICY DISCUSSION

(Taney County Commission Conference Room)

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

Also Present: Stephanie Spencer, County Clerk.

Discussion ensued.

ROUND TABLE BOARD OF EQUALIZATION DISCUSSION

Also Present: Stephanie Spencer, County Clerk.

Discussion ensued.

EXECUTIVE SESSION 11:22 A.M.

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

(Taney County Commission Conference Room)

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

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

END OF EXECUTIVE SESSION: 11:43 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Tami Koran, Commission Assistant, and Stephanie Spencer, County Clerk.

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

ADJOURNMENT

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

ADJOURN: 11:45 A.M.

The minutes were taken by and typed by Stephanie Spencer, County Clerk.

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