

**COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI,
THURSDAY, DECEMBER 1ST, 2011, 40TH DAY OF OCTOBER TERM**

The Camden County Commission met with Presiding Commissioner Kris Franken, District #1 Beverly Thomas and District #2 Thom Gumm.

MEETING AGENDA

Commissioner Gumm made a motion to accept today's agenda as posted. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Gumm (Yes).

PRIOR MINUTES


Commissioner Gumm made a motion to accept Commissioner minutes dated November 28, 29, & 30, 2011. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Gumm (Yes).

NEW BUSINESS

BID ACCEPTANCE: SHORING BEAMS FOR ROAD & BRIDGE

On the recommendation of Rich Pieper – Highway Administrator, Commissioner Gumm made a motion to award Nu-Way. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Gumm (Yes).

MEMO TO: CAMDEN COUNTY COMMISSIONERS
 FROM: RICH PIEPER, HIGHWAY ADMINISTRATOR
 DATE: DECEMBER 1, 2011
 RE: ROAD & BRIDGE DEPARTMENT SHORING BEAMS
 COMMISSION APPROVAL



On November 28, 2011, at 10:00 A.M., bids were publicly opened and read aloud in the Camden County Courthouse for Used Aluminum Adjustable Horizontal Shoring Beams for Camden County.

The following is a tabulation of the bids received and a recommendation.

USED ALUMINUM ADJUSTABLE HORIZONTAL SHORING BEAMS (BID # 112311)

	UNIT PRICE	TOTAL
Nu-Way	\$153.75	\$10,762.50
Pat Kelly Equipment Co.	NO BID	

Recommendation: Accept only bid on seventy (70) Used Aluminum Adjustable Horizontal Shoring Beams from **Nu-Way** for \$145 each for a total of \$10,150.00. The bid price was adjusted because of an adjustment on the delivery charge.

MUTUAL AID AGREEMENT: CITY OF RICHLAND

This agreement was executed by the Commission on November 15, 2011. At that time it had not been signed by the City of Richland. It has now been returned, fully executed.

EMERGENCY MUTUAL AID AGREEMENT

AGREEMENT made on the date of the last of the parties to sign below, by and between the City of Richland, a municipal corporation of the State of Missouri, and the County of Camden, State of Missouri; each of the foregoing parties (hereinafter also referred to collectively as the "political subdivisions" or the "parties") being fully advised, and in consideration of the promises, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the respective parties hereto, enter into this contract and agree as follows:

Section 1. Statutory Authority and Provisions. Missouri Revised Statutes Section 70.820 provides that a "law enforcement officer" (as that term is defined by Section 556.061 RSMo), a full-time "peace officer" (as that term is defined by Section 590.010 RSMo) of a county or a "full-time peace officer" of any political subdivision who is certified pursuant to Chapter 590 of the Missouri Revised Statutes shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which such peace officer's authority is derived.

Section 2. Authorization of Political Subdivisions. As required by Missouri Revised Statutes Section 70.820.2, attached hereto are true and accurate certified copies of any needed grants of authorization by the respective political subdivisions, in the form of a duly enacted ordinance, order, or other ruling by the governing body of the respective political subdivisions. The same are incorporated herein by reference as if fully set forth.

Section 3. Cooperation Authorized by Political Subdivisions. The parties to this Agreement recognize and acknowledge that the Sheriff and any Deputy Sheriff of Camden County already possess the power and authority to respond anywhere within Camden County and to engage in and perform any duties prescribed them under Missouri law. Because the municipal boundaries of the City of Richland also encompass Laclede County and Pulaski County, Camden County enters this Agreement. The respective political subdivisions agree that any and all of their law enforcement officers or peace officers shall be allowed to make a "response" to an "emergency situation" outside the boundaries of the political subdivision from which the officer derives authority, except to the extent that such authority is limited by the laws of the State of Missouri or by the terms of this Emergency Mutual Aid Agreement.

Section 4. "Emergency Situation" and "Response" Defined. As used in this agreement, the terms "emergency situation" and "response" are defined by Missouri Revised Statutes Section 70.820.3 and Section 70.820.4, respectively.

Section 70.820.3 provides in part that:

"emergency situation" means any situation in which the law enforcement officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest and such officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be in the discretion of the officer making the response or in the discretion of an officer or governmental officer of the political subdivision in which the emergency situation is alleged to be occurring.

Section 70.820.4 provides in part that:

"response" shall mean to take any and all action which the officer may lawfully take as if exercising his powers within his own jurisdiction.

Section 5. Designation of Certified Peace Officers. Each party represents and covenants that no peace officer shall respond under this agreement unless they have completed the level of training required by Chapter 590 of the Missouri Revised Statutes. The parties further agree that they shall each designate the law enforcement officers or peace officers of their jurisdiction who are so qualified and shall regularly and routinely provide to the other a current listing of said personnel, including specifying the name and rank of the personnel.

Section 6. Designation of Persons Authorized to Invoke Agreement. Each party shall designate the personnel authorized by their respective law enforcement agency who shall have the authority to invoke this Agreement and shall regularly and routinely provide to the other a current listing of said designated individuals, which listing shall include the name, rank, agency and contact telephone number of said individuals, where applicable.

Section 7. Designation of Available Personnel, Services and Equipment. Each party shall designate, describe and provide to the other an accurate account of its current available resources, including, but not limited to, available personnel per shift, equipment, and specialized units.

Section 8. Invoking Agreement; Discretion to Respond and Determine Scope of Response. In order to invoke this Emergency Mutual Aid Agreement, a designated official of the requesting agency shall be required to contact a designated official of the responding agency by telephone, radio transmission, writing, or other suitable means of communication. The responding agency may request from the requesting agency such information as is deemed necessary by the responding agency to ascertain and confirm the existence and nature of the emergency situation, and to make a determination of the nature and extent of an appropriate response.

Each party agrees that the decision to respond shall be in the sole discretion of the designated official of the responding agency. Said decision shall be based upon that official's determination of whether any portion of the equipment, personnel, services or facilities of the responding agency can be utilized in a response to an emergency situation without compromising the ability of the responding agency to ensure the safety and protection of its own jurisdiction.

Each party agrees that either party may refuse to provide a response and may terminate or recall any or all rendered assistance when, in the determination of the designated official of the responding agency, such refusal, termination or recall is necessary to ensure the safety and protection of the responding agency's jurisdiction.

Section 9. No Liability for Failure to Respond or Termination of Response. Neither party shall be liable to the other for failing to respond to any request for emergency aid and assistance, or for any delay, negligence or mistake in receiving or responding to any such request. Neither party shall be liable to the other for any termination or recall of rendered assistance.

Section 10. No Benefit to Third Parties. Nothing contained in this agreement shall act to bind either party to any person or entity not a party to this agreement and this agreement shall not be interpreted to create any right, benefit or obligation for any person or entity not a party to this agreement.

Section 11. Control and Supervision of Responding Personnel. Any law enforcement officer or peace officer responding to a call for emergency aid and assistance pursuant to this Agreement shall be considered an officer of the department, agency and political subdivision with which they are regularly employed. Said responding personnel shall cooperate with and receive direction from the designated supervisor or official of the requesting agency at the emergency site, provided, however, that all officers shall adhere to the policies and procedures of their own department and agency and shall only be required to respond to lawful orders.

Section 12. Compensation of Responding Personnel. Each party providing personnel pursuant to the terms of this Agreement shall be responsible for compensating their own personnel, including the provision of wages, pension, workers' compensation benefits, and any and all other compensation and benefits to which said personnel are ordinarily entitled by virtue of their employment with the responding agency. No compensation shall accrue or be paid by either party to the other by reason of this Agreement.

Section 13. Damage to Equipment, Property or Facilities; Risk of Loss. Utilization of any equipment, property or facilities pursuant to the terms of this Agreement shall be at the sole risk of the party owning said equipment, property or facilities, and any loss or damage resulting thereto shall be borne by such owner.

Section 14. Insurance for Protection of Officers. In the unfortunate event that any law enforcement officer or peace officer is injured, killed, or dies of injuries sustained while performing services pursuant to the terms of this Agreement, that officer shall be entitled only to the benefits and protection of any insurance policy or coverage procured by the officer's employer. This Agreement shall not be interpreted to create any right, benefit or protection for an officer under the terms of any insurance policy or coverage procured by a party not the employer of the officer.

Section 15. Termination of Agreement; Notice. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. Notice shall be given as provided in Section 18 hereunder.

Section 16. Assignment. Neither party shall assign their interests or rights in this Agreement, without first obtaining the written consent of the other party.

Section 17. Liability and Indemnity. Neither party shall be responsible for any claim, action, damage, liability and expense in connection with loss of life, personal injury and/or damage to property, or for any other damages or liability, occasioned wholly or in part by any act or omission of the other party, its agents, contractors or employees or other personnel.

Section 18. Notices. All notices, demands and requests to be given hereunder by either party shall be in writing and shall be hand delivered or shall be sent by registered or certified mail to the addresses set forth hereunder.

3

CITY OF RICHLAND:

City of Richland
204 East Washington Avenue
Post Office Box 798
Richland, Missouri 65556

CAMDEN COUNTY, MISSOURI:

County Clerk
1 Court Circle NW, Suite 2
Camdenton, Missouri 65020

Section 19. Miscellaneous Covenants and Agreements. All of the covenants, agreements and conditions of this Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and expressed.

Section 20. Effective Date of Agreement. This Agreement shall take effect and shall be binding upon the respective parties at such time as the governing body of both of the respective political subdivisions have duly enacted an ordinance, order or other ruling authorizing the execution of the Agreement, and the Agreement has been executed by both parties.

Section 21. Agreement Executed in Original Duplicate. Pursuant to Missouri Revised Statutes Section 432.080, this Agreement shall be executed in original duplicate, with one original being retained by each of the political subdivisions pursuant to said statute.

IN WITNESS WHEREOF, the parties have hereunto set their hands and approved this Agreement the date(s) hereinafter denoted.

CITY OF RICHLAND, MISSOURI

Date: 11/15/11

By: Lucy Henson
Lucy Henson, Mayor

"ATTEST"

Ethel Rowden
Ethel Rowden, City Clerk

SO AGREED THIS 15th DAY OF November, 2011.

K. M. Frank
Kris Franken
Presiding Commissioner

Beverly Thomas
Beverly Thomas
1st District Commissioner

Thom Gumm
Thom Gumm
2nd District Commissioner

"ATTEST"

Rowland A. Todd
Rowland A. Todd, County Clerk

INFORMAL MEETING

SHORELINE MANAGEMENT:

The Commission met with the listed individuals on the subject of Shoreline Management. There was no official action taken requiring a vote of the Commission.

MEETING DATE: <u>Dec 1-2011</u>		
TOPIC OF DISCUSSION: <u>Shoreline Management</u>		
THOSE PRESENT FOR MEETING:		
PRINT NAME	BUSINESS	TITLE
<u>Thom Gumm</u>	<u>CAMDEN COUNTY</u>	<u>COMMISSION</u>
<u>BEV THOMAS</u>	<u>" "</u>	<u>" "</u>
<u>Diane Franklin</u>	<u>155 State Representative</u>	
<u>Kris Franken</u>	<u>Camden County</u>	<u>Commission</u>
<u>Matt Funk</u>	<u>Ameren-Missouri</u>	<u>Mgr. Gov. Relations</u>
<u>Jeff Green</u>	<u>" "</u>	<u>Supervisor Shoreline Dev.</u>

OTHER COUNTY BUSINESS BROUGHT FORWARD DURING THE
CONDUCT OF TODAY'S BUSINESS:

County of **CAMDEN** State of Missouri

1 Court Circle, Suite 1
Camdenton, Missouri 65020

Presiding Commissioner
Kris Franken

1st District Commissioner
Beverly Thomas

Office of the
CAMDEN COUNTY COMMISSION

Commission Clerk
Rowland Todd

2nd District Commissioner
Thom Gumm

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Clerk's Office for the following: Item 1, 60 each, Electronic Voter check in systems and Item 2, 28 each, Accessible and Second Chance Voting Systems. Item 2 bids must meet the most recent Federal Certification Requirement standards (2005 VVSG) as adopted by the Federal Election Committee or by the U.S. Election Assistance Commission, whichever standards are the most current. For a complete list of specifications of these items, contact the Camden County Clerk's Office at 573-317-3890.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM on Wednesday, December 21, 2011. Five (5) copies of the bid must be submitted to the following address:

Rowland A. Todd-Camden County Clerk
1 Court Circle, Suite 2
Camdenton, MO 65020

The outer envelope of each item bid shall be marked in the lower left hand corner as follows:

Item 1 "EVC SYSTEM 111221-1"

Item 2 "ASCV SYSTEM 111221-2"

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

ADJOURN: With no further official business on the agenda: Commissioner Thomas made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Franken seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Franken (Yes).