

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

TUESDAY 7/17/2018

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner Beverly Thomas, and District #2 Commissioner Don Williams.

Meeting Agenda

Commissioner Thomas made a motion to approve today's agenda as posted. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes) Commissioner Williams (Yes). Session opened at 10:00 A.M.

Prior Minutes

Commissioner Williams made a motion to approve July 12, 2018 minutes. Commissioner Thomas seconded the motion. The motion passed by vote Commissioner Thomas (Yes), Commissioner Williams (Yes).

New Business

TAX ABATEMENTS- Commissioner Thomas made a motion to approve the following tax abatements as presented. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Copy of abatements to be furnished upon request.

The following abatements have been approved:

Bart J & Barbara J Jones – 2017 R.E. 07-9.0-32.0-000.0-006-010.000- No 48- \$728.84. Please refund and deduct from next month's settlement.

Corelogic – 2017 R.E. 07-7.0-36.0-000.0-004-001.009- No 47- \$660.26. Please refund and deduct from next month's settlement.

PICTOMETRY CONTRACT- Commissioner Thomas stated this is for a new contract for the photography of the county. The contract is for six years but is renewable

every year and is to be paid off every three years. We now have the option after three years to do the photography again for a fixed price. This contract is for \$110,000.00 dollars and is under the same stipulation to be paid off within three years. The contract will be split fifty percent out of the county revenue and the other fifty percent out of the Assessors' revenue. The county's portion is about \$18,000 a year. Commissioner Thomas made a motion to approve the pictometry contract as presented. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**AMENDMENT TO AGREEMENT DATED MARCH 23, 2016 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
CAMDEN COUNTY, MO ("CUSTOMER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 23, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

2. **MODIFICATIONS TO AGREEMENT:**

- With respect to the Second Project, the Products, Pricing and Payment Terms set forth in Section A of the Agreement are deleted in their entirety and replaced with the Products, Pricing and Payment Terms set forth in Section A of this Amendment;
- The Second Project Product Parameters set forth in Section A to the Agreement are deleted in their entirety and replaced with the Second Project Product Parameters set forth in Section A of this Amendment.
- As of the Effective Date of this Amendment, the Sector Map attached to the Agreement shall be deleted and replaced with the Sector Map attached herein.

3. All other terms and conditions set forth in the Agreement shall remain the same.


4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1 Court Circle NW	75 Methodist Hill Drive
Camdenton, MO 65020	Rochester, NY 14623
Attn: Greg Hasty, Presiding Commissioner	Attn: General Counsel
Phone: (573) 346-4448 ; 1240 Fax: 573-302-2010	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
CAMDEN COUNTY, MO (entity type)	PICTOMETRY INTERNATIONAL CORP. a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: Greg Hasty	NAME:
TITLE: Presiding Commissioner	TITLE:
DATE: 7/17/2018	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

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SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C176843

BILL TO
Camden County, MO
Greg Hasty, Presiding Commissioner
1 Court Circle NW
Camdenton, MO 65020
(573) 346-4440 ; 1240
greg_hasty@camdenmo.org

SHIP TO
Camden County, MO
Greg Hasty, Presiding Commissioner
1 Court Circle NW
Camdenton, MO 65020
(573) 346-4440 ; 1240
greg_hasty@camdenmo.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118469	CSst	Triennial

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
211	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel, Nominal Oblique GSD (all values +/-10%); Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$360.00 (20% - Long Term Incentive Discount)	\$75,960.00
568	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel, Nominal Oblique GSD (all values +/-10%); Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$60.00 (20% - Long Term Incentive Discount)	\$34,080.00
211	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$422.00
568	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$284.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,000.00	\$0.00 (100%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
211	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are:	\$20.00	\$0.00 (100%)	\$0.00

		provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
364	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions; and (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$110,945.00
Thank you for choosing Pictometry as your service provider. <small>*Amount per product = ((1-Discunt %) * Qty * List Price)</small>			TOTAL		\$270,173.03

The following are modifications to the standard product specifications for products listed above:

Flight #1, ChangeFinder Project:
6 inch and 12 inch GSD, Client provided 2008 MRSID Format Imagery approved with Modified Specifications:

- The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 5% for false negatives.
- * False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
- * False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 5.0%
- * The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

FEES; PAYMENT TERMS
All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

SECOND PROJECT

Due at Initial Shipment of Imagery	\$36,981.66
Due at First Anniversary of Shipment of Imagery	\$36,981.67
Due at Second Anniversary of Shipment of Imagery	\$36,981.67
Total Payments	\$110,945.00

PRODUCT PARAMETERS

SECOND PROJECT IMAGERY

Product: Leaf:	IMAGERY - NEIGHBORHOOD - 4-way (N6) (3in) Per Sector Leaf Off: Less than 30% leaf cover
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LIBRARY BOARD APPOINTMENT- Commissioner Thomas stated that John Olivarri term is up and he has asked to be reappointed. Commissioner Williams made a motion to approve the reappointment of John Olivarri. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

SHERIFF DISPATCH- Commissioner Thomas stated this is the same thing we do every year with Mid- County and Sunrise Beach police department. The contract is for with Camden County Sheriff Department. Camden County dispatch answers all the calls and forwards them to appropriate agencies. County Sheriff Tony Helms

stated this contract is based on a flat fee for the call load that is received. He also stated it has went up a little bit. Commissioner Williams made a motion to approve the contract as stated. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

MEMORANDUM OF AGREEMENT AND CONTRACT

WHEREAS, this agreement, made on 20th day of March 2018 between the Camden County Sheriff's Office, the Mid-County Fire Protection District, and the Sunrise Beach Fire Protection District.

WHEREAS, the governing authorities for the Camden County Sheriff's Office, Mid-County Fire Protection District and Sunrise Beach Fire Protection District pursuant to Section 70.220 RSMo. desire to enter into a cooperation agreement and contract.

NOW THEN, the Camden County Sheriff's Office, through it's 911 Communication Center, shall provide computer aided dispatch record keeping services for Mid-County Fire Protection District and Sunrise Beach Fire Protection District through a computer interface software program identified as "Firehouse" The Firehouse interface software program will be purchased through Omnigo Software Information Technologies LLC.

NOW THEN, the parties understand that Omnigo Software Information Technologies LLC will install the Firehouse Software Program on the Camden County Sheriff's Office computer aided dispatch system free of Charge. The cost of the Firehouse Software Program is a onetime fee of Two Hundred Fifty Dollars, (\$250.00) and a monthly fee of Ninety Dollars (\$90.00) for a first year total expense of Elven Hundred Fifty Dollars, (\$1,150.00) payable to Omnigo Software Information Technologies LLC prior to installation of the Firehouse software program. The cost of the maintaining the program decrease in year to a monthly fee maintenance fee of Seventy-Five Dollars (\$75.00) per month for a total of Nine Hundred Dollars per year for each subsequent year.

NOW THEN the parties understand and agree that Mid-County Fire Protection District and the Sunrise Fire Protection District will each pay half of the initial cost of Eleven Hundred and Fifty Dollars, (\$1,150.00) and half the yearly costs thereafter.

NOW THEN, the parties understand and agree that the Camden County Sheriff's Office will not contribute any monies to ward the install of, the maintenance of, or the yearly fees of the Firehouse Software Program. The Camden County Sheriff's Office will allow the Firehouse Software Program to be installed on the Camden County Sheriff's Office Computer Aided Dispatch Server but will not provide program support personal or equipment needed to maintain, troubleshoot or repair malfunctions or failures affecting the Firehouse Software Program. The Sheriff of Camden County reserves the right to have the Firehouse Software Program removed from the Camden County Sheriff's Office Computer Aided Dispatch Server should the Firehouse Software Program interfere with the performance of or the efficient operation of the Camden County Sheriff's Office Computer Aided Dispatch Server.

For Camden County:

Presiding Commissioner

Brenda Thomas

Commissioner

Cam Williams

Commissioner

For Mid-County Fire Protection District

Charles R. Spivey

Board Chairperson

[Signature]

Board Secretary

7-17-2018
Date

7-17-2018
Date

7/17/18
Date

Date

Date

TRI-COUNTY INVOICE - Commissioner Thomas stated she has received an invoice from Tri-County Lodging. The money for this invoice has already been approved in the 2018 budget and is to be taken out of passport funds. The invoice is for the 2018-2019 year because their year runs July 1, 2018 to July 1, 2019.

Commissioner Thomas stated she would like to reaffirm the expense before paying the invoice. Commissioner Thomas made a motion to approve the Tri-County Lodging as it is used for advertising and is paid out of passports not county revenue. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

RECEIVED
JUL 11 2018
CAMDEN COUNTY
COMMISSION OFFICE

Lake of the Ozarks
Tri-County Lodging Association
P.O. Box 1299
Osage Beach, MO 65065

INVOICE

Date: July 9, 2018

Bill To: Camden County Commission
Attn: Commissioner Beverly Thomas
One Court Circle
Camdenton, Missouri 65020

Fiscal Year 2019 (July 1, 2018 thru June 30, 2019)

Media Partnership:

Advertising and Promotional Components \$2,500.00

Total Amount Due \$2,500.00

Please make check payable & mail to:

Lake of the Ozarks Tri-County Lodging Association
P.O. Box 1299
Osage Beach, MO 65065

Thank you so very much for the Commission's continued support!

Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Session closed at 10:22 A.M.

Ordered that the Commission adjourn until Thursday July 19, 2018

Greg Hasty, Presiding Commissioner

Melissa Peters Benefits Coordinator