

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Tuesday 01/12/2021

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

Meeting Agenda

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

Prior Minutes

Commissioner Williams made a motion to approve the January 11, 2021 minutes. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

New Business

E911 Sign Bid – One bid was received for the “210112 Sign Material Bid”. After review by the Director of E911 and the Sheriff it was determined that the bid had few changes from last year. Commissioner Williams at the recommendation of the E911 director made a motion to award the bid to Custom Products Corporation. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

GIS License Agreement – A limited license agreement was presented to the Commission for approval. This is a standard agreement between Mapping Solutions and Camden County for rights of use concerning specified GIS files. Commissioner Williams made a motion to approve the standard GIS agreement. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

LIMITED LICENSE AGREEMENT

This agreement effective the date of the last signature below is made by the Mapping Solutions, whom has an office located at 1575 S.W. Route 22, Keosau, MO 64660 herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Camden County, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of Camden County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

1. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and as may be developed by Camden County, Missouri, in the future as a part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Camden County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.

2. The undersigned Licensee hereby agrees to use such GIS files solely for purpose of Camden County Plat Book. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Camden County for purposes of inspection or reuse for governmental purposes. The specific GIS files to be provided under this License Agreement are described as follows:

Camden County hereby grants the undersigned the right to use the following datasets:

- Camden County Street Centerline Only
- Camden County Full Data annual subscription
- Other: _____
- Other: _____
- Other: _____

for the aforementioned purpose License Agreement shall expire upon 30 days written notice from either party to this Agreement; once expired, the datasets shall be returned to Camden County and deleted from all internal systems.

3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Camden County, Missouri.

4. Licensee acknowledges and agrees that the County reserves all rights of ownership, title and control of the GIS Database. Licensee agrees that it will treat the GIS Database as confidential, and trade secret information. Licensee will not under any circumstances disclose or disseminate the GIS Database or any portion thereof to 1) any other person, firm entity or organization except as expressly authorized herein or 2) any employee of Licensee who does not need access thereto in connection with Licensee's exercise of its rights under this Agreement. Licensee will use its best effort to keep and maintain the GIS Database in a secure manner so as to preclude unauthorized use, dissemination or disclosure.

5. The Licensee accepts the GIS files from Camden County, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of Licensee) arising out of this agreement or use of the licensed materials. In no event shall licensor's liability exceed the total amount paid by the licensee for the use of the GIS files provided under this license agreement. The Licensee further covenants that it releases and discharges Camden County, Missouri, or their officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable either Camden County, Missouri, or their officers, employees, or agents for any use made of them by the undersigned Licensee.

6. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Camden County Commission.

7. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this License upon written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in

writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

By Jeff Rhodes Jeff Rhodes Sr. GIS specialist 12/7/2021
Authorized Member Printed Name and Title Date

AUTHORIZATION

The Camden County Commission hereby authorizes the above License Agreement effective the day and year first above written.

ATTEST
Rowland Todd
Rowland Todd, County Clerk

CAMDEN COUNTY MISSOURI
By: Greg Nasty
Greg Nasty, Presiding Commissioner
Date 1/12/2021

Mutual Aid Agreement – This agreement is between the City of Lake Ozark and Camden County in order to more effectively allocate law enforcement and public agency services in emergency situations. Commissioner Williams made a motion to approve the Mutual Aid Agreement between Lake Ozark and Camden County. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

MUTUAL AID AGREEMENT

THIS AGREEMENT, is made and entered into by and between the City of Lake Ozark, Missouri, a fourth-class city and a political subdivision of the State of Missouri, and Camden County, Missouri, a first-class county and political subdivision of the State of Missouri.

WHEREAS, 70.837 of the Revised Statutes of Missouri authorizes and empowers political subdivisions of the State of Missouri to make and enter into mutual aid agreements with each other in order to more effectively allocate law enforcement and public agency services in emergency situations; and,


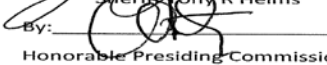
WHEREAS, the parties to this agreement deem it necessary and desirable to have additional law enforcement and public safety services available to them in the event of an Emergency Situation within their respective jurisdictions;

NOW THEREFORE, in consideration of the covenants and agreements contained in this agreement, the parties hereby agree as follows;

1. As used in this agreement, the phrase "Emergency Situation" shall mean an actual or potential condition within the jurisdiction of one of the parties that poses and immediate threat to life or property, and which exceeds the resources and capability of the jurisdiction to successfully bring the situation under control.
2. In the event of an Emergency Situation, the parties agree that they will furnish to each other such personnel, equipment, facilities and/or services as are available, in the opinion of the assisting party; provided, however, that the assisting party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it is determined, in the discretion of the assisting party, that such actions are necessary to the continued protection of the assisting party's jurisdiction.
3. Each party shall designate the law enforcement officials within their jurisdiction who shall have authority to invoke this agreement ("Designated Officials"), and each shall provide to the other party hereto with a regularly updated list of specifying the name, rank, agency, and the telephone number of such Designated Officials.
4. To invoke mutual aid under this agreement, a Designated Official of the assisting party by radio, telephone, or in writing. The assisting party may request such information from the requesting party as is necessary to confirm the emergency, and to assist the types and amounts of assistance that shall be provided.
5. During an emergency situation, all personnel from the assisting party shall report to, and shall work under, the direction and supervision of the designated supervisor of the requesting party at that emergency site; provided, however, that officers at all times shall adhere to the policies and procedures of their own office/department and shall only be required to respond to lawful orders.
6. Personnel responding to a call for mutual aid outside of their jurisdiction and within the jurisdiction of the requesting party shall have those law enforcement powers provided for by Missouri law.
7. In the event of an emergency situation involving mass arrests, personnel of the assisting party shall only make arrests for offenses related to the incident and shall assist in the processing of arrestees as follows: (a) identification of the arrestees; (b) control of property obtained from arrestees; (c) completion of arrest certificates; (d) transportation of arrestees to detention facilities; and (e) appearing for court duty pertaining to any arrests.
8. In an emergency situation where, mutual aid has been requested, radio communications should be established between all parties, where possible, through the use of the local public mutual aid radio system.
9. The assisting party, as the case may be, agrees to be responsible for the wages, pension, and workers compensation benefits incurred by their own personnel as a result of the emergency situation.
10. Each party shall be responsible for maintaining and providing other on a regular basis and accurate account of available resources including, but not limited to, available personnel per shift.
11. This agreement shall become effective when it has been duly approved and executed by the parties. The agreement shall renew annually on the anniversary date of its execution unless either party takes action to terminate the agreement in accordance with the terms set out herein. Any party may terminate participation in this agreement upon (30) days written notice addressed by certified mail to other party.
12. The execution of this agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this agreement. This agreement shall not be construed as or deemed to be an agreement for benefit of a third party or parties, and not third party or parties shall have any rights of action whatsoever hereunder for any cause whatsoever.

IN WITNESS WHEREOF, this agreement has been executed and approved and is operative as to each of the parties as herein provided.

Date _____ CITY OF LAKE OZARK, MISSOURI
By: _____
Gary Lauderville, Chief of Police

Date 1-12-2021 CAMDEN COUNTY, MISSOURI
By:  _____
Sheriff Tony R Helms
By:  _____
Honorable Presiding Commissioner Greg Hasty

By:  _____
Honorable 1st Dist. Commissioner James Gohagen

By:  _____
Honorable 2nd Dist. Commissioner Don Williams

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 Hasty seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), and Commissioner Williams (Yes). Session closed at 10:10 A.M.

Ordered that the Commission adjourn until Thursday January 14, 2021.

Greg Hasty, Presiding Commissioner

Lisa Russell

