

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Tuesday 10/20/2020

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

Meeting Agenda

Commissioner Thomas made a motion to amend today's agenda moving the Cares Act Funding to last. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Session opened at 10:05 A.M.

Prior Minutes

Commissioner Williams made a motion to accept the October 6 and 13, 2020 minutes. Commissioner Thomas seconded the motion. The motion was passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

New Business

License Agreement – The Camden County Commission was presented with the annual license agreement providing access to GIS files. Commissioner Williams made a motion to approve the license agreement. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

LIMITED LICENSE AGREEMENT

This agreement effective the date of the last signature below is made by the Leotta Location and Design, LLC whom has an office located at 1720 Kaliste Saloom, Rd., C-6, Lafayette, LA 70508 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 economic development site study. 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: GIS parcel data
- 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 Victor Leotta Victor Leotta, Principal October 15, 2020
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 Hasty
Greg Hasty, Presiding Commissioner
Date 10/20/20

CERF Annual Election – The CERF (County Employee’s Retirement Fund) annual contribution election was presented for consideration. Commissioner Thomas made a motion to keep the current election in effect for 2021. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).



County Employees' Retirement Fund
 2121 Schotthill Woods Drive
 Jefferson City, MO 65101
 Phone: (877) 632-2373
 Fax: (573) 761-4404

Annual Contribution Election

October, 2020

Reminder

Effective January 1, 2003, an additional 4% of compensation was required on behalf of employees hired on or after February 25, 2002, to be directed to CERF. Each county notified CERF of its election to pay the additional contributions either from county funds or through payroll deduction. A county can only change its election one time per year, with the new election becoming effective on January 1. If a county wants to change its current election, it must notify CERF, in writing, at least thirty (30) days prior to January 1.

Please check the appropriate statement below and sign and date this form. Then, email the form to CERF at jellison@mocerf.org or fax it to 573-761-4404 as soon as possible. Please note that after December 1, 2020, you may not make any changes to your 2021 election.

- The County's current election will remain in effect during 2021.
- The County will change how the 4% contribution is paid, as follows:

Name _____
 Title PRESIDENT COMMISSIONER
 County STANBEN
 Date _____

Confidentiality Notice: This email, including any attachments, is for the sole use of the intended recipient(s) and may contain privileged and confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original documents.

McGrath – McGrath Insurance provided the Commission with a presentation to consider for county employees health insurance. The presentation provided them with information on coverage, costs, and other options for their consideration.

Cares Act Funding – The Commission reviewed the pending bid #201013 audio/video. Discussion was held among the Prosecuting Attorney, Judge Koeppen, Sheriff’s office, Polycom representatives, and the Commission. The Justice Center accepted the bid from Polycom. This will allow the courts to continue with business during periods of shutdown thus keeping the cases from creating a large backlog. Commissioner Thomas made a motion to approve the bid for the Justice Center and the Sheriff’s Office using Cares Act Funds up to \$800,000. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**Office of the Prosecuting Attorney
Camden County, Missouri**

One Court Circle NW, Suite 10
Camdenton, MO 65020

Prosecuting Attorney
Heather L. Miller

Phone: 573-317-3910 Fax: 573-346-0823

Assistant Prosecuting Attorney:
Douglas B. Kinde
J. Caleb Cunningham
Julie C. Roden

October 19, 2020

To Whom It May Concern:

On October 13, 2020, Camden County received a bid from Mission Electronics Inc. for an upgrade of the audio/visual and PolyCom system within the Camden County Courthouse. I would like to accept this bid.

Sincerely,



Heather L. Miller
Prosecuting Attorney Camden County

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 Thomas (Yes), and Commissioner Williams (Yes). Session closed at 11:48 A.M.

Ordered that the Commission adjourn until Wednesday, October 28, 2020.

Greg Hasty, Presiding Commissioner

Lisa Russell

