

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

TUESDAY 3/26/2019

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

Meeting Agenda

Commissioner Williams made a motion to approve today's agenda as posted. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), Commissioner Williams (Yes). Session opened at 10:15 A.M.

Prior Minutes

Commissioner Williams made a motion to table March 20, and March 21, 2019 minutes. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), Commissioner Williams (Yes).

New Business

CDD- License Agreement- Commissioner Williams made a motion to approve the limited license agreement with Camden County Development Disability Resources. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

LIMITED LICENSE AGREEMENT

This agreement effective the date of the last signature below is made by the CAMDEN COUNTY DEVELOPMENTAL DISABILITY SERVICES, INC. whom has an office located at 5816 OSAGE AVE. IN FULTON, MISSOURI, MISSOURI 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 TRACKING CLIENT INFORMATION. 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:

- X Camden County Street Centerline Only
X 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 _____
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, County Clerk

CAMDEN COUNTY, MISSOURI
By: Greg Husty, President, Commissioner
Date: 3/26/2019

Conservation Roads- Road and bridge administrator Lee Shuman stated this letter will be used to apply to a program provided by the conservation department. The conservation department has a program that will provide some reimbursement for the gravel that is installed on the gravel roadways that lead to conservation areas. Commissioner Williams then made a motion to approve the letter to pursue the gravel funding from the conservation department. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes) and Commissioner Williams (Yes).

County of **CAMDEN** State of Missouri

1 Court Circle NW, Suite 1
Camdenton, Missouri 65020

Presiding Commissioner
Greg Hasty

Office of the
CAMDEN COUNTY COMMISSION

1st District Commissioner
Beverly Thomas

Commission Clerk
Rowland Todd

2nd District Commissioner
Don Williams

March 19, 2019

Missouri Department of Conservation
Attn: Alicia Weaver
PO Box 180
Jefferson City, MO 65102

RE: Camden County Roadways leading to conservation properties

Ms. Alicia Weaver:

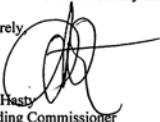
Camden County would like to request assistance from the Missouri Department of Conservation to maintain the following roadways:

Road Name	Road Number	Length (feet)	Average Width (feet)	Conservation Area
Coffey Hollow Road	W-142 / N-142	43824	20	Mule Shoe Conservation Area
Mule Shoe Road	W-142G	6811	20	Mule Shoe Conservation Area
Kolb Hollow Road	7-23	19378	20	Burnt Mill Cave Conservation Area
Granger Lane	7-17	11246	19	Fiery Fork Conservation Area
Fork Park Drive	7-17K	2798	18	Fiery Fork Conservation Area
Gifford Pinchot Way	5-88D	2323	22	Camdenton CSC

Camden County has started an annual gravel installation program to ensure that all county-maintained gravel roads have three (3) inches of gravel installed every 8 years. The 2019 fiscal year is the first year of the program. By participating in the MDC CART program, we hope to better maintain roadways and ensure that the public has adequate access to Conservation Areas.

Please send Camden County more information and instructions to participate in the program.


Sincerely,



Greg Hasty
Presiding Commissioner

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

Business Park Survey- Road and bridge administrator Lee Shuman stated this is for the survey work to be done on upper and lower Business Park Road to be completed by Shoreline Surveying & Engineering LLC, as they are one of the selections from the RFQ received. Commissioner Williams made a motion to approve the award of the survey work to Shoreline Surveying & Engineering LLC. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes). Commissioner Williams also made a motion to authorize the road and bridge administrator to sign contracts for items already in the budget that pertain to road and bridge contracts. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

 <p>Shoreline Surveying & Engineering, LLC 3048 Hwy. 52 Eldon, MO 65026 PH: (573) 392-3312</p> <p><i>Civil & Structural Engineering Land Surveying Materials Testing Services</i></p>
<p>AGREEMENT FOR PROFESSIONAL SERVICES</p>
<p>SCOPE OF SERVICES: Shoreline agrees to provide the following services for: Camden County Road & Bridge Dept. (Client): 1 Court Circle Camdenton, MO 65020</p> <p>Services provided to the Client shall include:</p> <ol style="list-style-type: none"> 1. Surveying Services as outlined by the client, Business Park Road Box Culvert #2. Topographic and Right of Way Survey. <p>Shoreline may also provide other additional services beyond the scope of Basic Services described, if authorized in writing by the OWNER. Such services will be compensated on the basis of Exhibit A Schedule of Rates plus reimbursable expenses as attached.</p>
<p>COMPENSATION & PAYMENT: The Client agrees to the fees for this service as shown:</p> <ol style="list-style-type: none"> 1. \$3,500
<p>OWNER'S RESPONSIBILITIES: The OWNER shall allow access to the site and provide verbal or written statements regarding preferences or objectives for the proposed project.</p>
<p>MISCELLANEOUS CONDITIONS: This agreement and Exhibits A & B are the entire agreement between the OWNER and Shoreline. Changes or additions in this Agreement must be in writing and must be signed by both the OWNER and Shoreline. Exhibits A, & B are included as a part of this agreement and all conditions contained within these exhibits are part of the contract between the Owner and Shoreline.</p>

This Agreement may be amended or extended to include services on subsequent Projects for the OWNER, by written Amendments to this Agreement, including exhibits describing the subsequent Project, Shoreline's Scope of Services, the Compensation and any other additional terms and conditions.

This Agreement contains pages 1-2 inclusive plus Exhibits A, & B.

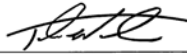
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by this authorized representative, this agreement in duplicate on the respective dates indicated below. Please return one (1) copy of the agreement as our authorization to proceed. Should you have any questions, feel free to contact our office.

Respectfully Submitted,

Accepted By:

Shoreline Surveying & Engineering, LLC.

Camden County Road & Bridge




John L. Wood, P.E.

Lee Schuman

Principal

County Engineer

Date: 3-18-19

Date:

March 2017

Exhibit B
Standard Terms and Conditions of Contract

GENERAL PROVISIONS

1. Assignment: The OWNER and Shoreline respectively, bind themselves, their partners, survivors, assigns and legal representatives to those of the other party to this Agreement. Neither the OWNER nor Shoreline shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
 2. Should the parties to this Agreement agree to litigation or arbitration proceedings concerning the provisions of, or performance under this Agreement, all parties hereby agree beforehand that all litigation or arbitration expenses, collection expenses, witness fees, court costs, and attorney fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
 3. In the event any provisions of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
 4. All documents including Reports, Drawings, and Specifications prepared by Shoreline pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Shoreline for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to Shoreline; and OWNER shall indemnify and hold Shoreline harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Shoreline to further compensation at rates to be agreed upon by OWNER and Shoreline.
 5. Shoreline shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The OWNER shall furnish required information and render approvals and decisions as expeditiously as necessary for the orderly progress of Shoreline's services and the work.
 6. Termination: This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination by the OWNER, Shoreline shall be compensated for all services performed to termination notice date, together with reimbursable charges thereon.
 7. Payments for Basic Services rendered and for Reimbursable charges will be due and payable upon presentation of monthly statements by Shoreline. Payments due Shoreline under this Agreement will include a service charge of one and one-half percent (1.5%) per month, or the maximum permissible by applicable law, whichever is less, on any amount not paid within twenty (20) days after the date of billing, plus any and all legal and collection expenses including Shoreline's direct cost and court fees.
 8. Shoreline may curtail their Services on any Project accruing service charges for delinquency, until Shoreline has been paid-in-full all amounts due, including finance charges and collection expenses.
 9. The services performed by Shoreline under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed, or implied is made.
 10. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
 11. Since the engineer has no control over costs of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, SHORELINE'S opinion of probable total project cost and construction cost provided for herein are to be made on the basis of SSE's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from the from opinions of probable costs prepared by SHORELINE.
 12. Design without detailed construction phase services. It is understood and agreed that the design professionals basic services under this agreement do not include project observation or detailed review of the contractor performance, and that the client will provide such services. The client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claims against the design professional that may be in anyway connected thereto. In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold the design professional harmless from any loss, claimed or cost, including reasonable attorneys fees and cost of the defense, arising for resulting from the performance of such services by another persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the design professional.
- OWNER'S RESPONSIBILITIES**
1. The OWNER will designate, when necessary, a representative authorized to act in its behalf with respect to the Project. The OWNER will examine documents submitted by Shoreline and will render decisions pertaining thereto promptly.
 2. If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to Shoreline.
 3. In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the engineer, engineer's officers, directors, partners, employees and agents and engineer's consultants from any and all claims, costs, losses and damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his sub consultants to all those named shall not exceed the Engineer's total fees on the project.
 4. Owner shall assist in arranging for full and free access for Shoreline to enter upon property required for the performance of Shoreline's services under this Agreement.
 5. Owner shall consider Shoreline to be acting as OWNER'S agent in the performance of the services rendered under this Agreement.

SCHEDULE OF RATES

<u>PERSONNEL</u>		<u>RATE PER HOUR</u>
Principal Engineer	(Engineer III)	\$125.00
Professional Land Surveyor	(Surveyor I)	\$125.00
Senior Project Manager	(Engineer II)	\$ 95.00
Resident/Design Engineer	(Engineer I)	\$ 80.00
Senior Design Draftsman/Tech.	(Technician IV)	\$ 65.00
Design Draftsman/ Construction Insp.	(Technician III)	\$ 65.00
Materials Testing Tech.	(Technician II)	\$ 55.00
Design/Surveying Tech.	(Technician I)	\$ 45.00
3-Man Survey Crew	(Crew III)	\$200.00
2-Man Survey Crew	(Crew II)	\$175.00
1-Man Survey Crew	(Crew I)	\$150.00
Administrative Assistant		\$ 40.00
Expert Witness – Engineer		\$1,200/Day
Expert Witness – Surveyor		\$900/Day

REIMBURSABLE EXPENSES
Mileage @ \$0.635/mile
D size copies @ \$5.00
A size copies @ \$.20 each
Ledger copies @ \$.45 each

Actual cost of material for surveying, drafting, printing, mailing, reproduction or other associated project costs times a multiplier of 1.10. Actual cost of any State or Local taxes and permits imposed upon the projects. The above schedule of rates shall be subject to an annual inflationary adjustment up to a maximum of 5 % as of January each year.

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 Hasty (Yes), and Commissioner Williams (Yes). Session closed at 10:35 A.M.

Ordered that the Commission adjourn until Thursday, March 28, 2019

Greg Hasty, Presiding Commissioner

Melissa Peters Benefits Coordinator