COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Tuesday 05/28/2024

The Camden County Commission met with Presiding Commissioner Ike Skelton, First District Commissioner James Gohagan, and Second District Commissioner Don Williams was absent.

Meeting Agenda

Commissioner Skelton made a motion to amend today's agenda to strike item seven. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Skelton (aye) and Commissioner Gohagan (aye). Session opened at 10:04 A.M.

Prior Minutes

Commissioner Gohagan made a motion to approve 05-21-2024 meeting minutes. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

New Business

Presentation by MO S&T- Two representatives from Missouri University of Science and Technology (S&T) gave a presentation about the mission, goals, and vision of the university. The floor was opened for question/answer after the presentation. No motions were made on this agenda item.

R&B Bid Openings- This invitation to bid was for "road groom", "heavy truck parts, supplies, maintenance, and repairs", "quarry rock", and "concrete repairs, additions, and structures".

- 1. Road Groom
 - a. There was one bid received: Road Groom Manufacturing.
 - Commissioner Gohagan made a motion to accept this bid from Road Groom Manufacturing. Commissioner Skelton seconded the

motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

- 2. Heavy truck parts, supplies, maintenance, and repairs
 - a. There were NO bids received for this item.
- 3. Quarry Rock
 - a. There was one bid received: Nemo Quarry, LLC.
 - Commissioner Gohagan made a motion to accept this bid from Nemo Quarry, LLC. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).
- 4. Concrete repairs, additions and structures
 - a. There was one bid received: Girard Concrete Const.
 - Commissioner Gohagan made a motion to accept this bid from Girard Concrete. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

240523 Juvenile Justice Center Office Furniture- Bid Openings- Commissioner Skelton asked the two employees from the Juvenile Justice Center who were present for the meeting when the last time they had new office furniture was. Their reply was that there hasn't been any new furniture purchased since the building was built. Some grant funds for Covid-19 detection and mitigation will reimburse the county for a majority of the cost of the new furniture. Commissioner Gohagan made a motion to accept the bid from Page Office Supply for new furniture for the Juvenile Justice Center in the amount of \$45,726.21. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

Sheriff- MOU for Security Service- Camdenton R-III Schools- This is an annual contract between the Camden County Sheriff's Dept. and Camdenton R-III Schools for security services. The wage defined in the contract did increase for the next school year. Commissioner Gohagan made a motion to approve this MOU between the Camden County Sheriff's Dept. and Camdenton R-III Schools. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

MEMORANDUM OF UNDERSTANDING CAMDENTON R-III SCHOOL DISTRICT School year 2024 - 2025

This Memorandum of Understanding (MOU), between the Camdenton R-III School District and the Camden County Sheriff's Office, is to establish a cooperative relationship between community agencies involved in handling juveniles who are alleged to have committed a delinquent act over which the school may have disciplinary authority.

The parties agree that this MOU is a collaborative effort among the public agencies named herein to establish guidelines for addressing school-related delinquent acts, defined in this document as "minor school-based offenses".

I. Purpose of Agreement

The Parties agree that students may be held accountable for minor school-based offenses without referral to the juvenile justice system. Further, the parties agree that an MOU delineating the responsibilities of each party involved in making such decisions would promote the best interest of the student, the school district, law enforcement, and the larger community.

The parties further state this Agreement is a cooperative effort among the public agencies named herein to establish guidelines to address school-related misdemeanor delinquent acts, defined in this agreement as minor school-based offenses.

The guidelines in this MOU are intended to establish uniformity in dealing with students who are accused of committing minor school-based offenses, while simultaneously ensuring that each case is addressed on a case-by-case basis to promote a response proportional to the various and differing factors affecting each student's case.

II. Definitions

The following definitions govern the terms as used in this MOU:

- 1. "Student" is an individual enrolled in the Camdenton R-III School District.
- 2. "Juvenile" is an individual under the age of eighteen years of age.
- 3. "Minor school-based offense" refers to the following violation of the Revised Statutes of Missouri (RSMo.)
- A. Peace Disturbance: As defined in Section 574.010, RSMo,
 - 1. A person commits the offense of peace disturbance if he or she:
 - (1) Unreasonably and knowingly disturbs or alarms another person or persons by:

- (a) Loud noise; or
- (b) Offensive language addressed in a face-to-face manner to a specific individual and uttered under circumstances which are likely to produce an immediate violent response from a reasonable recipient; or
- (c) Threatening to commit a felonious act against any person under circumstances which are likely to cause a reasonable person to fear that such threat may be carried out; or
 - (d) Fighting; or
 - (e) Creating a noxious and offensive odor;
- (2) Is in a public place or on private property of another without consent and purposely causes inconvenience to another person or persons by unreasonably and physically obstructing:
 - (a) Vehicular or pedestrian traffic; or
 - (b) The free ingress or egress to or from a public or private place.
 - 2. The offense of peace disturbance is a class B misdemeanor upon the first conviction. Upon a second or subsequent conviction, peace disturbance is a class A misdemeanor. Upon a third or subsequent conviction, a person shall be sentenced to pay a fine of no less than one thousand dollars and no more than five thousand dollars.
- B. Trespass: As defined in Section 569.140, RSMo,
 - 1. A person commits the offense of trespass in the first degree if he or she knowingly enters unlawfully or knowingly remains unlawfully in a building or inhabitable structure or upon real property.
 - 2. A person does not commit the offense of trespass in the first degree by entering or remaining upon real property unless the real property is fenced or otherwise enclosed in a manner designed to exclude intruders or as to which notice against trespass is given by:
 - (1) Actual communication to the actor; or
 - (2) Posting in a manner reasonably likely to come to the attention of intruders.
 - 4. The offense of trespass in the first degree is a class B misdemeanor, unless the victim is intentionally targeted as a law enforcement officer, as defined in section 556.061, or the victim is targeted because he or she is a relative within the second degree of consanguinity or affinity to a law enforcement

officer, in which case it is a class A misdemeanor. If the building or real property is part of a nuclear power plant, the offense of trespass in the first degree is a class E felony.

- C. Assault, Third Degree: As defined in Section 565.054, RSMo,
 - 1. A person commits the offense of assault in the third degree if he or she knowingly causes physical injury to another person.
 - 2. The offense of assault in the third degree is a class E felony, unless the victim of such assault is a special victim, as the term "special victim" is defined under section 565.002, in which case it is a class D felony.
- D. Stealing-Penalties: As defined in Section 570.030, RSMo,
 - 1. A person commits the offense of stealing if he or she:
 - (1) Appropriates property or services of another with the purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion;.....

(Please refer to the statute for additional information and related penalties.)

- E. <u>Drinking or Drunkenness in a Prohibited Place</u>: As defined in Section 574.075, RSMo,
 - 1. A person commits the offense of drunkenness or drinking in a prohibited place if he or she enters any schoolhouse or church house in which there is an assemblage of people, met for a lawful purpose, or any courthouse, in an intoxicated and disorderly condition, or drinks or offers to drink any intoxicating liquors in the presence of such assembly of people, or in any courthouse.
 - 2. The offense of drunkenness or drinking in a prohibited place is a class B misdemeanor.
- F. Resisting or Interfering with Arrest (detention or stop): As defined in Section 575.150, RSMo,
 - 1. A person commits the offense of resisting or interfering with arrest, detention, or stop if he or she knows or reasonably should know that a law enforcement officer is making an arrest or attempting to lawfully detain or stop an individual or vehicle, and for the purpose of preventing the officer from effecting the arrest, stop or detention, he or she:

- (1) Resists the arrest, stop or detention of such person by using or threatening the use of violence or physical force or by fleeing from such officer; or
- (2) Interferes with the arrest, stop or detention of another person by using or threatening the use of violence, physical force or physical interference.
- 2. This section applies to:
 - (1) Arrests, stops, or detentions, with or without warrants;
 - (2) Arrests, stops, or detentions, for any offense, infraction, or ordinance violation; and
 - (3) Arrests for warrants issued by a court or a probation and parole officer.
- 3. A person is presumed to be fleeing a vehicle stop if he or she continues to operate a motor vehicle after he or she has seen or should have seen clearly visible emergency lights or has heard or should have heard an audible signal emanating from the law enforcement vehicle pursuing him or her.
- 4. It is no defense to a prosecution pursuant to subsection 1 of this section that the law enforcement officer was acting unlawfully in making the arrest. However, nothing in this section shall be construed to bar civil suits for unlawful arrest.
- 5. The offense of resisting or interfering with an arrest is a class E felony for an arrest for a:
 - (1) Felony;
 - (2) Warrant issued for failure to appear on a felony case; or
 - (3) Warrant issued for a probation violation on a felony case.

The offense of resisting an arrest, detention or stop in violation of subdivision (1) or (2) of subsection 1 of this section is a class A misdemeanor, unless the person fleeing creates a substantial risk of serious physical injury or death to any person, in which case it is a class E felony.

- G. <u>Institutional Vandalism</u>: As defined in Section 574.085, RSMo,
 - 1. A person commits the offense of institutional vandalism if he or she knowingly vandalizes, defaces, or otherwise damages:

- (1) Any church, synagogue or other building, structure or place used for religious worship or other religious purpose;
- (2) Any cemetery, mortuary, military monument or other facility used for the purpose of burial or memorializing the dead;
- (3) Any school, educational facility, community center, hospital or medical clinic owned and operated by a religious or sectarian group;
- (4) The grounds adjacent to, and owned or rented by, any institution, facility, building, structure or place described in subdivision (1), (2), or (3) of this subsection;
- (5) Any personal property contained in any institution, facility, building, structure or place described in subdivision (1), (2), or (3) of this subsection;
- (6) Any motor vehicle which is owned, operated, leased or under contract by a school district or a private school for the transportation of school children; or
- (7) Any public monument or structure on public property owned or operated by a public entity.
- 2. The offense of institutional vandalism is a class A misdemeanor, unless the value of the property damage is seven hundred fifty dollars or more, in which case the offense is a class E felony; or the value of the property damage is more than five thousand dollars, in which case the offense is a class D felony.
- 3. In determining the amount of damage to property, for purposes of this section, damage includes the cost of repair or, where necessary, replacement of the property that was damaged.
- H. "Juvenile Officer" is the division of the Juvenile court with responsibility for accepting referrals and conducting reviews to determine legal sufficiency, subject matter jurisdiction, and other factors relevant in determining whether the referral should be rejected, whether the referral should be handled informally, or should result in the filing of a formal petition. The Juvenile Office is also responsible for determining whether a juvenile should be detained or released, based on the assessment score from the Juvenile Detention Assessment Form (JDTA).

- I. "Mary Dickerson Juvenile Justice Center" or "MDJJC" is a secure detention facility located in Camdenton, Missouri. If detention is authorized by a Deputy Juvenile Officer, or by the Court, a juvenile may be temporarily confined in a secure detention facility pending a hearing.
- J. "School Resource Officer" or "SRO" is a law enforcement officer assigned and stationed at one or more schools in the Camdenton R-III School District.

III. TERMS OF AGREEMENT

1. Graduated Responses to Minor School-Based Offenses

The parties agree that the commission of a minor school-based offense, as defined in this agreement, shall not result in the filing of a juvenile referral alleging delinquency, unless the current offense is the third offense by this student within the preceding 12-month period.

The parties agree that a response to the commission of a minor school-based offense, as defined in this agreement, should be determined using a system of graduated sanction, disciplinary methods, and/or educational programming, before a referral is made to the Juvenile Office. The parties agree this can be achieved by responding in a manner consistent with the graduated sanctions outlined in the Camdenton R-III Student Handbook for Elementary School and/or the Camdenton R-III Junior High and High School Student Handbook.

2. Exceptional Circumstances

Notwithstanding the graduated response system referenced in subsection (1) above, an SRO or other law enforcement officer has the discretion to take a juvenile into custody and submit a referral to the Juvenile Office in exceptional circumstances. This provision is subject to the laws of arrest, which prohibit warrantless arrests for misdemeanors and violations not witnessed by the arresting officer.

3. Emergency Clause

If at any time, and under any circumstance, there is a major, large-scale, or catastrophic event that causes the Sheriff or his designee, to believe the Department needs more or all Officers on hand, the SRO may be temporarily removed from the SRO position. The officer shall be returned to the SRO position as soon as is practicable.

4. Duties during Summer Months or Summer Season

During the Summer Months or Summer Season, when school is not normally in session, the Sheriff or his designee shall have the right to assign the SRO to other duties as appropriate.

5. Duties during School Session

During the school year, the Superintendent and his/her designee will schedule the SRO's work schedule, with the understanding that, if SRO is asked to work more than 42 hours in one week, authorization from the Camden County Sheriff's Office or his designee for overtime pay is required. However, "flex hours" are possible. When the SRO is not at the school due to training, illness, etc., the CRO will be available to make appearances at the school throughout the day and appear if called for a specific reason.

The SRO will abide by the Camdenton R-III Employee Policies per the Handbook. If for any reason the current SRO is no longer able to conduct his duties as SO and there is need to replace the officer, the Camdenton School Superintendent, building principal, and the Camden County Sheriff (or their respective designees) will jointly agree on the replacement SRO.

6. Cost to Camdenton R-III School District

Cost of Employee to Camden County Sheriff's Department					
Gross Wages	\$48,899.76				
Insurance - Health	\$ 6,198.00				
Insurance – Life	\$ 71.92				
Retirement	\$ 3,858.00				
Workers' Comp	\$ 1,424.00				
Uniforms	\$ 720.00				
Guns	\$ 800.00				
Training	\$ 2,000.00				
Vehicle	\$17,000.00				
Fuel	\$ 3,500.00				
Automotive Insurance	\$ 600.00				
Total:	\$85,071.68				
2-SRO Deputies for 2 Schools	\$170,143.36				

The Camdenton R-III School District will be responsible for \$97,799.52 per year of the 2-SRO's annual salary and expenses. Camdenton R-III will also be responsible for coverage or adoption of any raise in salary for

the designated SRO for the period of time the SRO is assigned to the Camdenton R-III School District.

All other expenses will be covered by the Camden County Sheriff's Office.

 Any comments or complaints the Camdenton R-III School District would like to address regarding the current SRO should be directed to the SRO's immediate supervisor.

IV. Duties of the Parties

When the Superintendent or designee believes an incident, as defined in this agreement, has occurred during school-sponsored activities, the Superintendent or designee may consider the following guidelines in determining whether to report the incident:

- a. The age and maturity of the student involved.
- b. Whether the incident involved the use or threatened the use of a weapon
- c. Whether the incident involved sexual misconduct or allegations of sexual misconduct.
- d. The nature and severity of the conduct.
- e. The nature and severity of any injury inflicted on the other person involved.

In addition to these factors, the Superintendent or designee may consider any other factors which he or she determines, in the exercise of professional judgment, to be appropriate under the circumstances. The guidelines listed above shall in no way inhibit the Superintendent or designee from reporting to law enforcement, regardless of whether such conduct constitutes a violation.

The parties agree that in accordance with Missouri law and the District Board of Education Policy, the Superintendent will continue to report all acts which may constitute one of the enumerated offenses set forth in Section 160.261, RSMo, and Section 167.117 (1) and (2), RSMo, except that acts which may constitute third degree assault will be governed by the terms of this Agreement.

Further, in accordance with Missouri law and District Board of Education Policy, the Superintendent will report to the Juvenile Office when a suspension of more than ten (10) days or an expulsion in given to any student who the District is aware is under the jurisdiction of the Juvenile Court.

If the Superintendent or designee determines, in his or her professional judgment, that an individual shall be reported to law enforcement, the Superintendent or designee shall contact law enforcement as soon as reasonably practicable after the Superintendent or designee receives a report of the incident and has, if necessary, investigated the incident to determine whether the incident necessitates a report. At the discretion of law enforcement, notice may be given to the Juvenile and parent that a referral will be submitted to the Juvenile Office.

If the offense involves a victim, the Camdenton R-III School District shall contact the victim and/ or victim's parent or guardian. If the victim requests action be taken against the alleged perpetrator, the Superintendent or designee shall inform the victim and/or the victim's parent or guardian of their right to contact law enforcement to request a report be made.

The parties further agree that the Juvenile Office will continue to provide notice to the Superintendent when a petition is filed alleging that a student of the District has committed one of the acts enumerated in Section 167.115, RSMo. Such notice will be provided to the Superintendent either orally or in writing no later than five (5) days following the filing of the petition. Further, the parties agree that upon request by the Superintendent or the designee, they will inform the Superintendent when there is an otherwise active case regarding a student in the District in accordance with Section 167.123, RSMo. Such notice shall include a complete description of the case involving the student, the conduct the child is alleged to have committed, and the dates the conduct occurred. The parties further agree they will cooperate with the District and share information with the Superintendent or designee as necessary to protect the safety of District students and staff and to enable the District to implement disciplinary sanctions.

V. Terms of the Memorandum of Understanding

This Memorandum of Understanding (MOU) shall become effective August 8, 2024 and shall remain in full force and effect until such time as the MOU is modified or terminated by either party.

All parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

This MOU shall be construed in accordance with and governed by the laws of the State of Missouri.

Each party agrees that it will not discriminate based on the race, color, religion, gender, disability, national origin, or any other characteristic protected by law.

This MOU may be terminated by any party whenever, for any reason, such party determines the termination of the MOU is in its best interest. Termination of service shall be achieved by delivery of a Termination Notice at least thirty (30) days prior to the effective date of the termination.

This MOU constitutes the entire agreement between the parties. This MOU expressly revokes any prior understandings, agreements, or representations of the parties. This MOU may not be modified, supplemented, or amended in any manner except by written agreement of all parties.

Date: 5-14-2024	By: Superintendent Camdenton R-III School District
Date:	By: Tony Helms, Sheriff
Signed this Zeday of May, 2024.	CAMDEN COUNTY MISSOURI By: Ike Skelton, Presiding Commissioner
	Commissioners ATTEST: By: Rowland Todd, Camden County Clerk

Sheriff- Contract with Vector Solutions- Sgt. Scott Hines gave an overview of what Vector Solutions offers and why they'd like to use their services. This company offers many tools to assist with compliance, safety, performance, preparedness, and many other areas that would be beneficial to the Sheriff's Dept. Hines also stated that the county's insurance company has recommended a service like this to assist in early detection of different behaviors in our law enforcement and emergency response teams. Commissioner Gohagan made a motion to approve this contract with the Sheriff's Dept. and Vector Solutions. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).



Quote ID Q-348522

Valid Until Sunday, June 23, 2024

> Contact Name Allen Payne

TargetSolutions Learning, LLC Agreement Schedule A

Date: Friday, May 24, 2024

Client Information

Client Name: Camden County Sheriff's Office (MO)

Address:
1 County Circle Suite 13
Camdenton, MO 65020

Primary Contact Name:
Scott Hines

Primary Contact Phone:
573-346-2243x1249

Agreement Term

Effective Date: 07/01/2024 Initial Term: 36 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tony Helms

Billing Address:
1 County Circle Suite 13
Camdenton, Missouri 65020

Billing Email:
t.helms@camdenso-mo.us

PO#:

Billing Frequency:
Annual

Payment Terms:
Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VGS-GTEPMS	Guardian Tracking	Annual Subscription for Guardian Tracking Employee Performance Management Software	100	\$75.60	\$7,560.00
VGS- GTMAINT	Guardian Tracking - Annual Maintenance	Guardian Tracking - Annual Maintenance Fee	1	\$315.00	\$315.00

Annual Total:

\$7,875.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
VGS-GTIMP2	Guardian Tracking Implementation & Training: 76-150	Guardian Tracking - Implementation Fee for 76-150 users (One-time fee includes: database creation, admin and user training)	1	\$900.00	\$900.00

One-Time Total:

\$900.00

Grand Total (including Annual and One-Time):

\$8,775.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

- Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
- You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
- 3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
- 4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
- Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
- All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
- 7. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

Address for Notices:

TargetSolutions, LLC d/b/a Vector Solutions 4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609

Camden County Sheriff's Office (MO) 1 County Circle Suite 13 Camdenton, MO 65020

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, ("Ve/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.—

GENERAL TERMS AND CONDITIONS

- 1. SERVICES. We shall provide the following Software as a Service ("Services"):
- 1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.
- 1.2. <u>Availability</u>. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.
- 1.3. <u>Help Desk</u>. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport
- 1.4. <u>Upgrades and Updates</u>. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to out other customers. All updates and upgrades to the Services are subject to these terms and conditions.
- 1.5 <u>Additional Services</u>. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.
- 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.
- 2.1. <u>Compliance</u>, You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.
- 2.2. <u>Identify Named Users.</u> A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.
- 2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.
- 2.3. <u>Future Functionality.</u> You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.
- 3. FEES AND PAYMENTS.
- 3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.
- 3.2. <u>Due Date</u>. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.
- 3.3. <u>Suspension of Service.</u> If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

- 3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.
- 3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "Feedback"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them You shall own all rights, title, and interest in and to Your added software. Your content, and information collected from Your content pages ("Your Data"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any or Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

- 4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software of Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.
- 4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.
- 4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 <u>Term</u>. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "Expiration Period"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

- 5.2 <u>Termination for Cause</u>. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.
- 5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

- 6.1. <u>Mutual Representations and Warranties.</u> Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.
- 6.2. <u>Disclaimer</u>. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.
- 6.3. <u>Disclaimer of Third-Party Content</u>. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.
- 6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.
- 7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.
- 7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

- 8.1. <u>Our Obligation to You</u>. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.
- 8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

- 9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.
- 9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.
- 9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.
- 9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS,

- 10.1. <u>Assignment</u>. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided however You shall not assign this Agreement to our direct competitors.
- 10.2. <u>Governing Law.</u> This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Floridal except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.
- 10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, reexport, or import as may be required after delivery.
- 10.4. <u>Force Majeure.</u> In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.
- 10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.
- 10.6. <u>Severability.</u> If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.
- 10.7. <u>Survival</u>. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

- 10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this
- 10.9. <u>Purchase Orders</u>. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.
- 10.10. <u>Data Processing Agreement</u>. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.
- 10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

- A. This Section A contains service specific terms and conditions that will apply only if You are purchasing Vector EHS Management Services ("EHS Services") in Schedule A. Otherwise, the following terms will not apply to You.
- 1. An "EHS Active Employee" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
- 2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
- 3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
- 4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
- 5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated. 6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

- 1. <u>Authorized Users</u>. **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services.
- 2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
- 3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

- 1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
- 2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
- 3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
- 4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
- 5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period. We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector ChecklT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("User Generated Content") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("Our Other Customers"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions 4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609	Camden County Sheriff's Office (MO) 1 County Circle Suite 13 Camdenton, MO 65020	
Ву:	Ву:	
Printed Name: <u>Jonathan Mitchell</u>	Printed Name: <u>Tony Helms</u>	
Title: <u>Director of Sales</u>	Title: Sheriff	
Date:	Date:	
Presiding Commissioner signature		
Printed Name: <u>Ike Skelton</u>		

Discuss Drug Treatment Court Budget Amendment- \$50,000 is being moved from opioid funds to an expense line: \$12,000 for prevention and \$38,000 for miscellaneous. This should provide software needed. Commissioner Gohagan made a motion to approve the budget amendment for opioid funds. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

JIMMY LAUGHLIN CAMDEN COUNTY AUDITOR

1 Court Circle, Suite #7 Camdenton, MO 65020 (573) 346-4440 Ext. 1341

5/28/2024

Request for Amendment of the 2024 Budget year.

" Change to Opioid Fund"

"Opioid"					
Increase	Revenue	Line	Opioid Funds	120-120-46260.000	\$50,000.00
				total	\$50,000.00
Increase	Expense	Line	Prevention	120-120-52502.101	\$12,000.00
Increase	Expense	Line	Misc	120-120-59999.000	\$38,000.00
				total	\$50,000.00

This change is due to unbudgeted revenue & expenses.

Tips Program Resolution- This item was removed from the agenda.

Signing of Proper Paperwork for Speed Limit Reduction on West Lake Park-

Camden County Ordinance No. 5-28-24 was drafted and states that West Lake Park's speed limit will be reduced from 35mph to 20mph. There were no parties present to speak on the matter. Commissioner Gohagan made a motion to approve ordinance 5-28-24. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

CAMDEN COUNTY ORDINANCE NO. 5-28-24

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 6-11-02-1 AND ESTABLISHING A MAXIMUM SPEED LIMIT UPON ALL PUBLIC COUNTY ROADS AND HIGHWAYS WITHIN THE UNINCORPORATED AREAS OF CAMDEN COUNTY, MISSOURI.

WHEREAS, on the 11th day of June, 2002, the County Commission for Camden County, Missouri, adopted an Ordinance No. 6-11-02-1 which established that a maximum speed limit could be set upon all public County roads and highways within the unincorporated areas of Camden County, Missouri by the County Commission; and

WHEREAS, said Ordinance was adopted after three public hearing were held on the proposed Ordinance as required by Missouri law; and

WHEREAS, it is necessary for said Ordinance No. <u>6-11-02-1</u> to be amended and restated to update the original Ordinance; and

WHEREAS, Notice of Hearings on the subject to change the speed limit and three public hearings held on the subject to obtain input from the public; and

WHEREAS, public input was received requesting a change to reduce the speed limit on a county road known as West Lake Park, the speed being requested reduced to Twenty (20) miles per hour thereon; and

WHEREAS, a Petition was presented with 26 signatures of residents who live on West Lake Park in support of the above reduced speed limit; and

WHEREAS, no objection or other dissent was heard or received regarding the change to the speed limit on West Lake Park at any of the three public hearings held.

NOW THEREFORE, be it ordained by the Camden County Commission as follows:

<u>Section 1. Name</u>: This ordinance shall be known as the Camden County maximum speed limit law.

<u>Section 2. Purpose</u>: To promote the public safety, health, and general welfare and to protect life and property in Camden County, Missouri, it is necessary to regulate vehicular traffic upon all public County roads and highways within Camden County, Missouri, excluding all incorporated areas of Camden County, Missouri.

<u>Section 3. Maximum Speed Limits</u>: That a maximum speed limit is hereby set upon the public County roads and highways within the unincorporated areas of Camden County, Missouri, as follows:

- a. No person shall operate any vehicle upon public county road known as West Lake Park at a greater speed than Twenty (20) miles per hour.
- b. Except as noted above, no person shall operate any vehicles upon any other public County road or highway within the unincorporated areas of Camden County, Missouri at a greater speed than Thirty-Five (35) miles per hour, unless signs are posted or erected designating another speed.

<u>Section 4. Violations: Fines and Incarceration</u>: Any person driving in excess of the speed limits created herein is subject to the following penalties:

- a. A speeding violation which is over the posted speed limit by five miles per hour or less shall subject the violator to a maximum fine of \$200.00.
- b. A speeding violation which is over the posted speed limit by six miles per hour but less than twenty miles per hour shall subject the violator to a maximum term of incarceration not to exceed 15 days and/or a maximum fine of \$300.00.
- c. A speeding violation which is over the posted speed limit by twenty miles per hour or more shall subject the violator to a maximum term of incarceration not to exceed six months and/or a maximum fine of \$500.00.

Section 5. Effective Date:	This ordinance	shall be in fu	ull force and e	ffect from and	after its
date of adoption by the Camden	County Comm	ission.			

ADOPTED this 28th day of May, 2024. CAMDEN COUNTY, MISSOURI (Seal) Ike Skelton, Presiding Commissioner James Gohagan, 1st District Commissioner Don Williams, 2nd District Commissioner Attest: Rowland Todd, County Clerk Approved as to Form: Jeffrey E. Green, County Counselor

Adjourn: With no further official business on the agenda, Commissioner Gohagan made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye). Session closed at 10:59 A.M.

Ordered that the Commission adjourn until further notice.

The Obkelton, Rresiding Commissioner

Jordan Stanton, Admin. Assistant

County of CAMDEN State of Missouri

1 Court Circle, Suite 1

Camdenton, Missouri 65020

Presiding Commissioner

1st District Commissioner

Ike Skelton

James Gohagan

Office of the

CAMDEN COUNTY COMMISSION

Commission Clerk

2nd District Commissioner

Rowland Todd

Don Williams 1 NO BIRDS

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Road Groom", "Heavy Truck Parts, Supplies, Maintenance, & Repairs" "Quarry Rock", and "Concrete Repairs, Additions, and Structures". For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, May 28, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

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

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until 10:00 a.m. May 28, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted.

Road Groom- I bid received

Camden County Commission

Heavy Equipment - No bids recvd (Quarry Rock - 1 bid received Concrete work - 1 bid received



QUOTE FOR PURCHASE

Date Job Number 5/14/2024 **05142024-dkh**

To Customer Company Address City, State, Zip Phone Ike Skelton, Presiding Commissioner Camden County MO 1 Court Circle

p Camdenton, MO 65020 e 573-346-4440

iames gohagan@camdenmo.org



Road Groom Manufacturing

601 East 1st St • PO Box 97 Grundy Center, IA • 50638 • USA

Phone: 319-824-3011 • Fax: 319-824-5013

	Email	<pre>james gohagan@camdenmo.org</pre>			
QTY		DESCRIPTION	UNIT	UNIT PRICE	TOTAL
m	- All-Steel - (5) So - Full So - Hydrauli - (1) 3 x - (1) 2-1	New 2024 8.5' Road Groom Frame w/ 2-1/2' Wing Extension Blade Construction iid 5/8" x 8" Cutting Blades errated Rear Comb c Cylinders 8 Lift Cylinder /2 x 16 Wing Cylinder (8.5 x 10 Tires (incl. (2) Spares)			
		New 2024 8.5' Road G	oom	\$15,500	\$46,500
თ თ თ	Carbide T Hydraulic	ed Options eeth (replaces front blades in severe conditi Pump Kit (when live hydraulics not availabl I Weight Box (1,000lbs of additional weight)		\$3,263 \$3,950 \$2,500	\$9,789 \$11,850 \$7,500
	(3) 2	024 8.5' Road Grooms w/ Selected Op	tions	·	\$75,639
2	- All-Steel - (7) So - Full So - Hydrauli - (1) 3 x - (1) 2-1	New 2024 11' Road Groom ain Frame w/ 2-1/2' Wing Extension Blade Construction id 5/8" x 8" Cutting Blades errated Rear Comb c Cylinders 8 Lift Cylinder /2 x 16 Wing Cylinder 8 x 10 Tires (incl. (2) Spares)			
		New 2024 11' Road G	oom	\$16,800	\$33,600
2 2 2	Hydraulic	eeth (replaces front blades in severe conditi Pump Kit (when live hydraulics not availabl I Weight Box (1,000lbs of additional weight)		\$3,806 \$3,950 \$2,500	\$7,612 \$7,900 \$5,000
	(2) 20	24 11' Road Grooms w/ Requested Op	tions		\$54,112
		Total (3) 8.5' and (2) 11' 2024 Road Gro	oms		\$129,751
		15% discount	for 5	(\$19,463)	\$110,288
		to Camdenton, MO (each) d to Camden County as completed, 'Best V	/ay' a:	700 s determined by I	N/C Road Groom Mfg
	- Front Ma	vailable Options (can be added later) sgnets (for picking up loose steel debris) if options added later, freight will apply All Applicable Taxes Extra		\$1,550	

Customer agrees to purchase and Road Groom Manufacturing (hereinafter "RGM") agrees to sell the described equipment in the quantity and at the price set forth in this contract.

Customer agrees to pay interest to RGM on any unpaid balances at the rate of 10% per annum from 10 days after sending of notice of completion until paid in full.

Customer shall pay all amounts due hereunder in United States Currency to RGM prior to delivery of said equipment to Customer FOB, Grundy Center, Iowa, USA.

Time is of the essence; however, failure to promptly asset rights of RGM hereunder shall not be a waiver of such rights or a waiver of any existing or subsequent default.

This contract shall be governed and controlled by the laws of the State of Iowa. Customer agrees to pay RGM's reasonable attorney fees related to RGM's enforcement of it's rights hereunder together with costs and expenses related thereto.

RGM may assign this contract in whole or in part without any notice to Customer for purpose of security and/or any other purpose or reason with Customer hereby agreeing to such assign ability.

This contract will become effective upon the date of the last party to sign this contract; further, facsimile and/or e-mail copies of this contract showing all dates and signatures will be treated as originals of this contract

Date	Date
Customer	Road Groom Manufacturing
Title	Title:

Rock Quamy

BID PROPOSAL 240128-West

Copy

BID FORM

The bid proposal <u>must</u> be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	19.50	Nemo Quarry
Rip Rap 18"	19.50	Nemo Quarry
Rip Rap 24"	19.50	Nomo Garry
Rip Rap 36"	Alu	Nemo Quarry
Type 1 Rock Blanket	WIA_	Nemo Quarry
Type 2 Rock Blanket	414	Nomo Quarry
Shot Rock	<u>is.00</u>	Nemo Quarry
Quarry Run	ALK	Namo Quarry
Screenings	7.33	Nemo Quarry
Ditch Liner	AIG	Nemo Quarry
Minus Rock	181394 AND THE REAL PROPERTY OF THE PROPERTY OF THE REAL PROPERTY OF THE REAL PROPERTY OF THE	Nemo Quarry
3/8"	NIA	Nemo Quarry
— 1/2"	6.50	Nemo Quarry
3/4"	Alu	Nemo Quarry
Type 5 Base Course		Nemo Quarry
1"	6.50	Weno Quarry
1 ½"		Nemo Quarra
2"	7.00	Nemo Quarry
3"	Alu	Nemo Quarry
12 Base	6.50	

6"	BID PROPOS.	AL 240128-West
Clean Rock	Cost per Ton	Location
3/8"	2/4	
1/2"	9.50	Nemo Quarry
3/4"	NIA	
1"	9,50	Nemo Quarry
2"	7.50	Nemo Quarry
2"=4" 3"	8,50	Nemo Quarry
3" @ - 6"	9.00	Nemo Quarry
Gabion	Alu	
Misc. Fill		Nemo Quarry
Clay Fill	\$40 LOAD	Nemo Quarry
Sand	13.50	Nemo Quarry
Pea Gravel	11.50	Nemo Quarry
Company: N	emo Quar	ry LLC
Print Name:	Patrice M	elton
Title:	Hice Man	ager
Address: 23	5159 ST Hwy	(84 Phone: 417-993-5373
the state of the s		<u>US724</u> Fax:
Email: NO	moquarry 2	11 @ gmail. com
Signature:	the West	Date: 5-13-24

All bids will be in effect until new bids are awarded May 28, 2025.

GIRARD CONCRETE CONST Projetosai PROPOSAL NO. 804 LAW LA SHEET NO. made creek mo 65786 PROPOSAL SUBMITTED TO: WORK TO BE PERFORMED AT: ADDRESS AMDER COUNTY ROAM & BOIDGE DATE OF PLANS PHONE NO. ARCHITECT We hereby propose to furnish the materials and perform the labor necessary for the completion of PRICE TO INCLUSE LABOR & CONCRETE & REIN FORCEMENT 0-100 4d5 #550 PA YARD All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _ ___ Dollars (\$______) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully SULL Submitted Synam Concrete

Note — this proposal may be withdrawn by us if not accepted within _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature ______Signature _____

©TOPS'41850

County of CAMDEN State of Missouri

1 Court Circle, Suite 1 Camdenton, Missouri 65020

Presiding Commissioner
Ike Skelton

1st District Commissioner
James Gohagan

Office of the CAMDEN COUNTY COMMISSION

Commission ClerkRowland Todd

2nd District Commissioner
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids for HON, Martin, Alera, Lorell & Lessro Office Furniture for The Juvenile Justice Center. For bid specifications contact Stacy Roberts at Juvenile Justice Center 573-317-0099.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM on Thursday, May 23, 2024. One (1) original and Four (4) copies of the bid must be submitted to the following address:

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

The outer envelope shall be marked in the lower left hand corner "240523 JJC Office Furniture"

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

* I bid received *

QUOTE

Page Office Supply

PO Box 69 LEBANON, MO 65536 Ph: (417) 532-4012 Fax: (417) 532-4409

BIII To:
M. D. JUVENILE JUSTICE CENTER
P.O. BOX 440 CAMDENTON MO 65020

Quote Number: Quote Date: Customer PO: Customer PO: Stacy Roberts
Account Number: JUVJUS Salesperson:

0014090 05/08/24 Craig D

Ship To: JENNIFER POORT M. D. JUVENILE JUSTICE CENTER CAMDENTON MO 65020

Buyer Phone: (573) 317-0099 (573) 346-9682

Fax: Route/Seq: /0

_ine	Item Number	Description	UOM	Qty	Price	Total
l	ALEEG44B19	CHAIR,EGINO,BIG&TALL,BK	EA	6	166.95	1,001.70
2	HON105890LS1	DESK,DBLPED,2B3FDRAWER,72"W	EA	1	876.95	876.95
3	MRTIMHF684RRR	DESK WITH RIGHT RETURN	EA	1	2157.71	2,157.71
1	MRTIMHF682	нитсн	EA	1	1136.00	1,136.00
5	RCP460800BK	TRUCK,8,CUBE	EA	2	494.12	988.24
6	HONVP3LLOVEBLK	CHAIR,HON PARKWYN LOVE,BK	EA	1	1054.70	1,054.70
7	HONVP3LCHRBLK	CHAIR,HON PARKWYN CLUB,BK	EA	1	772.50	772.50
3	LLR60933	FILE,LATERAL,30",PSC,BK	EA	3	1068.11	3,204.33
)	H10502LPT1	B/B/F PORTICO TEAK	EA	2	470.16	940.32
10	H10504LPT1	F/F PORTICO TEAK	EA	2	470.16	940.32
11	H10541LPT1LPT1	CREDENZA 24 X 72 PORTICO TEAK	EA	2	484.91	969.82
12	H105599LPT1LPT1	36 X 24 BRIDGE PORTICO TEAK	EA	2	250.09	500.18
13	H10560LPT1LPT1	BRIDGE 42 X24 PORTICO PEAK	EA	1	250.09	250.09
14	H105680XLPT1LPT1	RETURN SHELL 36 X24 PORTICO TE	EA	2	342.22	684.44
15	H105811LPT1LPT1	24X36X36X24 CORNER POR TEAK	EA	2	534.40	1,068.80
16	H105895RLPT1LPT1	72X36 RIGHT PED DESK POR TEAK	EA	1	942.46	942.46
7	H105904LLPT1LPT1	24X72LEFT PED CRED PORTICO TEA	EA	1	833.98	833.98
8	H10534LPT1LPT1	72 X 14 5/8 HUTCH PORTICO TEAK	EA	3	693.40	2,080.20
9	H105856LPT1	72 W BACK ENCLOSURE POTICO PEA	EA	3	164.79	494.37
20	H90056APN27	TACKBOARD 72 W APPOINT JET	EA	5	217.97	1,089.85
21	H10560NN	BRIDGE 42 X 24 MAHOGANY	EA	2	232.71	465.42
22	H105895RNN	72X36 RIGHT PED MAHOGANY	EA	1	902.42	902.42
23	H105896LNN	36 X 72 LEFT PED DESK MAHOGANY	EA	1	902.42	902.42
24	H105903RNN	72 X 24 RIGHT CRED MAHOGANY	EA	1	802.39	802.39
25	H105904LNN	72 X24 LEFT CRED MAHOGANY	EA	1	802.39	802.39
26	H10534NN	72 X 14 5/8 HUTCH MAHOGANY	EA	2	670.23	1,340.46
27	H105856N	72 W STACK ON STORAGE	EA	2	158.48	316.96
28	H10560LSW1LSW1	24 X 42 BRIDGE SKYLINE WALNUT	EA	1	250.09	250.09
29	H105895RLSW1LSW1	72 X 36 R PED SKYLINE WAL	EA	1	942.46	942.46
80	H105904LLSW1LSW1	72X24 L PED CRED SKYLINE WALNU	EA	1	833.98	833.98
31	H105535LSW1LSW1	36 X72 BOOKCASE SKYLINE WAL	EA	1	585.31	585.31
32	LLR68551	CHAIR,GUEST,MY/CCL	EA	3	296.76	890.28
	LLR68554	CHAIR,GUEST,ESP/TPA	EA	3	296.76	890.28
	ALEEL41ME10B	CHAIR,MESH,MLTIFXN,HI,BK	EA	12	226.70	2,720.40

(Continued.../)

Page 2 of 2

QUOTE

Quote Number: Quote Date: Customer PO: Account Number:

Salesperson:

0014090 05/08/24 Stacy Roberts JUVJUS Craig D

Page Office Supply

PO Box 69 LEBANON, MO 65536 Ph: (417) 532-4012 Fax: (417) 532-4409

Line	Item Number	Description	UOM	Qty	Price	Total
35	LSRAW1101GRD2	WOODEN GUEST CHAIR MAH, CONNEL	EA	15	471.93	7,078.95
36	HON105535NN	BOOKCASE, FIVE SHELF, MY	EA	2	567.29	1,134.58
37	H105535LPT1LPT1	5 SHELF BOOKCASE PORTICO TEAK	EA	3	585.31	1,755.93
38	MRTIMHF4078	BOOKCASE, OPEN	EA	1	967.34	967.34
39	PDIQ55172CT	WIPE, SUPER SANI-CLOTH, LG	СТ	1	85.54	85.54
40	GOJ434204EA	DISINFECTANT, PURELL PRO	EA	1	14.61	14.61
41	MIIMDS193094	HOLDER,GLV-BOX,TRPL,WIRE	PK	1	37.54	37.54
42	CTTBRWW004030	HOLDER,GLOVE BOX,DUAL,REG	EA	1	19.50	19.50

Due to supply chain issues of availablity and prices - quote is valid until end of business day.

Subtotal Shipping Sales Tax **45,726.21** 0.00 0.00

Total

45,726.21