

**COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI**  
**THURSDAY 8/9/2018**

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

**Meeting Agenda**

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

**Prior Minutes**

Commissioner Williams made a motion to approve July 26, 2018 minutes. Commissioner Thomas seconded the motion. The motion passed by vote Commissioner Thomas (Yes), Commissioner Williams (Yes).

**New Business**

**GIS LICENSE AGREEMENT-** Commissioner Hasty stated this is a standard agreement for Here Global VB to use GIS software. Commissioner Thomas stated that we charge if they are intending to use it to make a profit and that is a flat standard fee for the usage. Commissioner Thomas made a motion to approve the standard agreement to Here Global VB. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).



CONTENT LICENSE AGREEMENT

This Content License Agreement ("Agreement") is entered into by and between HERE Global B.V., Kennedydijk 222-226, 3011 ZT Dordrecht, The Netherlands, including its affiliated companies ("HERE"), and Camden County ("Supplier") as of the latest date of signature below ("Effective Date"). The Agreement expressly modifies the terms of the Camden County Limited License Agreement. In the event of a conflict between this Agreement and the Camden County Limited License Agreement, this Agreement shall control.

Supplier Content Description & Use

The Supplier Content shall consist of road centerline and address point map content, in the form of ESRI shapefile and delivered via HERE Supplier Portal. The sole and full compensation for the Supplier Content shall be \$400,000 USD.

Supplier grants HERE a worldwide, transferable, irrevocable and perpetual right to use, copy, modify, process, compile, archive, incorporate, display, distribute and/or use, in any way HERE sees fit at its sole discretion, any or all portions of the Supplier Content in connection with any products or services developed by or for HERE.

Supplier agrees that HERE shall not be required to include any Supplier attribution or disclaimers in connection with products or services developed by or for HERE.

Supplier shall not be liable for any damages or claims based on information contained in the Supplier Content. Supplier warrants that it has all rights and permits necessary to license the Supplier Content to HERE, that the Supplier Content does not infringe any third party intellectual property, and that the license of Supplier Content to HERE shall comply with all applicable laws and regulations and any commitments to third parties.

HERE shall retain all right, title and interest, including all intellectual property rights, in all HERE products and services, including those derived from the Supplier Content as in which the Supplier Content has been used or incorporated. Supplier shall retain all right, title and interest in and to the Supplier Content.

Termination or Assignment

Either party may terminate this Agreement in the event that the other party is in material breach of this Agreement and has not cured such breach within thirty (30) days of written notice thereof. Notwithstanding the foregoing, the license to Supplier Content shall survive any termination of this Agreement with respect to any Supplier Content which has been distributed (or is already in the chain of distribution) by or for HERE prior to the effective date of termination. HERE may, assign or otherwise transfer any of its rights or obligations under this Agreement.

General

This Agreement may be amended only by a written agreement between the parties, which constitutes the complete agreement on the subject matter between the parties, and supersedes all other agreements, whether written or oral. This Agreement shall be construed and governed by the substantive laws of Missouri.

The parties have executed this Agreement by their duly authorized signatures as of the Effective Date.

Signature blocks for HERE Global B.V. (Kathrin Schaefer), Camden County, Missouri (Greg Hasty), and a third party (Rob Veltshutzen).

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 print 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 Licensee's liability exceed the total amount paid by 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 provision of paragraph 5 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revocable, 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

LIMITED LICENSE AGREEMENT

This agreement effective the date of the last signature below is made by the HERE Global B.V., Kennedydijk 222-226, 3011 ZT Dordrecht, The Netherlands, who has an office located at [redacted] herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

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

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

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

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

- Camden County Street Centerline Only annual subscription
X Camden County Right-Of-Way annual subscription
Other: Road Centerline - \$100
Other: Address Points - \$200
Other:

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

8. The License term is one year from commencement date.

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

Signature blocks for Greg Hasty (Director, Global Accounts) and Rob Veltshutzen (Accounting Manager).

AUTHORIZATION

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

ATTEST Rowland Todd, County Clerk. By: Greg Hasty, Presiding Commissioner. Date: 8/9/2018

ROAD & BRIDGE ORDINANCE AMENDMENT- Commissioner Hasty stated we had a new issue arise with this amendment, when a guy came in and stated how did the



The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**WAVE SECURITY** - Commissioner Thomas stated that the sheriff department thought it was a state bid. When she went to verify that it was a state bid, she found out it was not, but it is a sole source provider. However, under the new state statutes even a sole source provider still has to go out for bid. Commissioner Thomas made a motion to put out for bid for the wave security. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**Adjourn:** With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Session closed at 10:30 A.M.

Ordered that the Commission adjourn until Wednesday August 15, 2018

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*Greg Hasty, Presiding Commissioner*

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*Melissa Peters Benefits Coordinator*