

**MINUTES OF THE OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
OCTOBER SIXTEENTH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a regular open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:03pm on October 16, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Maggie Sieve, Secretary/Director via Zoom
Steve Field, Treasurer
Dave Herman, Fire Chief
Bob Sievers, Medical Officer
Kenny Hughes, Fire Marshal
Paul Martin, District Attorney

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the amended agenda as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MINUTES

Director Field made a motion to table the acceptance of the open and closed minutes of September 25, 2023, and October 2, 2023, seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Sieve made a motion to pay all bills and invoices as presented, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Guyton-aye.

NEW BUSINESS

Medical Officer Sievers discussed the PR events and budget for for October. The Shop donated \$450.00.

Director Field made a motion to accept the budget for the October PR events for \$1160.00, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Director Guyton discussed the 2024 Budget. Director Guyton requested itemized budget suggestions from each committee for the new year's budget.

OLD BUSINESS

Director Guyton discussed Amendment II for Resolution 2023-6. There was an additional adjustment needed to a subtotal and to be submitted to the County.

Director Field made a motion to approve Amendment II for Resolution 2023-6, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

CHIEF'S REPORT

Chief Herman updated the public on the status of the new ladder truck. Chief Herman showed the rendering of the lettering to be applied to the new ladder truck.

Chief Herman submitted bids to the board for 2 dishwashers and 1 washing machine. Chief Herman suggested the District installs the appliances to save money. Chief will check to make sure this does not void the 5-year warranty.

Director Sieve made a motion to accept the bid from Slyman Brothers Appliances for 1 Ultra-Quiet Top Load Washer with Perfect Wash washing machine and 2 dishwashers not to exceed \$4025.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

FIRE MARSHAL'S REPORT

Fire Marshal Hughes discussed a new RFPD website proposal by Weinacht Consulting Group to develop our website and train the District in managing our own website.

Director Sieve made a motion to accept the contract from Weinacht Consulting Group for website design in an amount not to exceed \$1500.00 pending the District Attorney's approval, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Fire Marshal Hughes requested to add 4 data lines for iPads and 3 cell phones to the District's T-Mobile plan.

Director Field made a motion to add 4 data line and 3 cell phone lines to the District's T-Mobile plan, seconded by Director Sieve. Directors discussed the issue.

A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Fire Marshal Hughes requested new ID maker for making Employee IDs. Director Guyton requested this issue be added to the wishlist for next year's budget.

Director Sieve made a motion to table the purchase of a new ID maker, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Fire Marshall Hughes discussed adding community Welcome packets to next year's budget.

Director Field made a motion to table purchasing additional Welcome packets until next year's budget meeting, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MEDICAL OFFICER'S REPORT

Medical Officer Sievers discussed utilizing Rebound Ready to reform our worker's compensation. MO Sievers has obtained 2 months of free service.

Director Field made a motion to accept the 3-year contract with Rebound Ready for annual price of \$18,720.00 per year, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Medical Officer Sievers discussed the need to increase fees for attorney EMS records requests.

Director Field made a motion to increase the District's attorney EMS records fees, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Medical Officer Sievers requested hiring a GEMT consulting firm.

Director Sieve made a motion to table hiring a GEMT consulting firm until more bids are obtained, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

PUBLIC

No public comments.

Director Field made a motion to hold a closed board meeting October 23, 2023, at 5pm, and a regular open meeting on October 30, 2023, at 6pm at 12641 Missouri Bottom Road, Hazelwood, Missouri, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

CLOSED SESSION

Director Field made a motion to enter into closed session at 7:00pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).

2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(3)).
3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).
4. INDIVIDUALLY IDENTIFIABLE PERSONNEL RECORDS, PERFORMANCE RATINGS, OR RECORDS PERTAINING TO EMPLOYEES OR APPLICANT FOR EMPLOYMENT (610.021(13)).

Seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 7:52pm, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.


REPORT FROM CLOSED SESSION

There was nothing to report from closed session.

ADJOURNMENT

Director Field made a motion to adjourn the meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 7:55pm.



Secretary, Board of Directors



President, Board of Directors

ROBERTSON FIRE PROTECTION DISTRICT
AGENDA – OPEN BOARD MEETING OCTOBER 16th, 2023–6:00 P.M.
ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD
Zoom Link: <https://zoom.us/j/96001689355?pwd=RnFOZEdjaC9pMjl1R25BN21kd0ZDZz09>
This meeting is being held in person and on Zoom.

1. CALL TO ORDER:
 - a. Pledge of Allegiance
2. AMENDMENT AND/OR ADOPTION OF AGENDA
3. APPROVAL OF MEETING MINUTES—September 25th and October 2nd, 2023 Meeting Minutes
4. ACCOUNTS PAYABLE
5. NEW BUSINESS
 - a. Halloween Event Supplies
 - b. 2024 Budget Discussion
6. OLD BUSINESS
 - a. Resolution 2023-06 Amendment II
7. CHIEF'S REPORT
 - a. Update on new Ladder Truck
 - b. Purchase of two dishwashers and one washing machine
8. FIRE MARSHAL'S REPORT
 - a. Weinacht Consulting Group
 - b. Request to add iPads/cell phones to cellular plan.
 - c. ID maker for Employee IDs
 - d. Welcome Packet Folders
9. MEDICAL OFFICER'S REPORT
 - a. Rebound Ready
 - b. Attorney EMS Records Requests—Fee Increase
 - c. GEMT Consulting
10. PUBLIC **Individuals who intended on speaking are required to sign in.**
11. Upcoming Meetings: Closed Executive Session—October 23, 2023 at 5:00pm
Regular Open Board Meeting—October 30, 2023
12. THE ROBERTSON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS WILL HOLD A CLOSED SESSION. THE CLOSED SESSION WILL BE HELD IN ACCORDANCE WITH RSMO 610.021:
 1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION (610.021 (1)).
 2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3)).
 3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).
 4. INDIVIDUALLY IDENTIFIABLE PERSONNEL RECORDS, PERFORMANCE RATINGS OR RECORDS PERTAINING TO EMPLOYEES OR APPLICANT FOR EMPLOYMENT (610.021(13)).
13. ADJOURNMENT

**MINUTES OF THE OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
SEPTEMBER TWENTY-FIFTH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a regular open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:05pm on September 25, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Maggie Sieve, Secretary/Director
Steve Field, Treasurer
Adam Long, Assistant Chief
Bob Sievers, Medical Officer
Kenny Hughes, Fire Marshal
Paul Martin, District Attorney

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the amended agenda as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MINUTES

Director Sieve made a motion to accept the open and closed minutes of September 11, 2023, and September 19, 2023, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Field made a motion to pay all bills and invoices as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Guyton-aye.

NEW BUSINESS

Director Guyton discussed the new Retirement Accrued Leave Policy.

Director Guyton discussed the Award Ceremony catering bids from Salt + Smoke and Bogarts.

Director Sieve made a motion to accept the bid from Bogarts not to exceed \$1700.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Director Guyton discussed an incident with our lawn care company.

OLD BUSINESS

Director Guyton announced a tax rate hearing to being rescheduled for September 28, 2023 at 5pm.

Director Guyton reminded the public about the open Labor Contract negotiations being rescheduled for September 28, 2023 at 6pm.

CHIEF'S REPORT

Asst. Chief Long discussed new ambulance bids for the fiscal year 2025. The discussion is tabled until after Closed Session.

FIRE MARSHAL'S REPORT

Fire Marshal Hughes discussed a new RFPD website proposal by Weinacht Consulting Group. Terry from Weinacht Consulting Group gave a presentation on their proposal for developing a new website for the District.

Fire Marshal Hughes discussed the Life Safety Inspection Vault software.

Director Sieve made a motion to approve the contract with LIV pending approval from District Attorney Paul Martin and Director Guyton, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Fire Marshal Hughes gave the Fire Marshal Bureau Financial Report.

Fire Marshall Hughes discussed the bids for Square Terminal.

Director Field made a motion to accept the bid for the Square Terminal for \$285.37, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MEDICAL OFFICER'S REPORT

Medical Officer Sievers discussed utilizing Rebound Ready to reform our worker's compensation. Katherine Banik gave the District a presentation on the program.

Director Guyton suggested the Board of Directors do additional research on the program before deciding on a path forward.

Medical Officer Sievers discussed bids for the Narc Safe removals and the setup for the new CompX Safes into the ambulances. Medical Officer Sievers discussed attempting the installation in house.

Director Field made a motion to accept the bid from American Response Vehicles to install CompX Narc safes into the ambulances for \$1065.00, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Medical Officer Sievers discussed needed repairs to Ambulance 5017. Fire Chief Herman approved the repairs.

ATTORNEY'S REPORT

District Attorney Paul Martin discussed the mediation between the City of Hazelwood and the District.

District Attorney Paul Martin discussed the District's civil litigation against former Chief Don Miner and former Chief Maynard Howell to recoup lost District funds.

Director Guyton gave an update on the proposed legislation.

PUBLIC

Injured Firefighter Peter Viviano speaks to the Board of Directors in regard to his banked sick time, vacation time, and his year-end benefits.

Clara Faatz thanked the District for the lockbox program. Clara believes the newsletter will spread the word better for the elderly residents.

Director Field made a motion to hold a pension board meeting October 2, 2023 at 9am, a closed meeting on October 2, 2023 at 10:30am, and regular open meetings on October 16 and 30, 2023, at 6pm at 12641 Missouri Bottom Road, Hazelwood, Missouri, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

CLOSED SESSION

Director Sieve made a motion to enter into closed session at 7:35pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).
2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(13)).

3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).

Seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 8:00pm, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REPORT FROM CLOSED SESSION

Asst. Chief Long continued the discussion on the replacement of the ambulance in FY 2025.

Director Sieve made a motion to accept the bid for an AEV X-Series LTD Type 1 Custom Ambulance with a trade in for \$352,377.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ADJOURNMENT

Director Field made a motion to adjourn the meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 8:06pm.

President, Board of Directors

Secretary, Board of Directors

**MINUTES OF THE EMERGENCY OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
OCTOBER SECOND, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in an emergency open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 10:42am on October 2, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Maggie Sieve, Secretary/Director
Steve Field, Treasurer
Dave Herman, Fire Chief
Adam Long, Assistant Chief

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the amended agenda as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Sieve made a motion to pay all bills and invoices as presented, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Guyton-aye.

OLD BUSINESS

Director Guyton discussed an error in the tax rate resolution of the levy for pension fund in the personal property section.

Director Sieve made a motion to accept the change made to amended Resolution 2023-06, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Guyton-aye.

CLOSED SESSION

Director Field made a motion to enter into closed session at 10:46am for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).
2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR

MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(13)).

3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).

Seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Sieve motioned to adjourn the closed session and reconvene in Open Session at 11:27am, seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

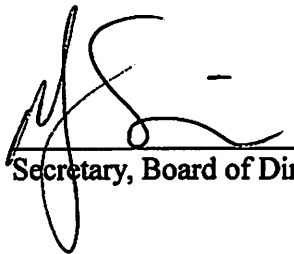
REPORT FROM CLOSED SESSION

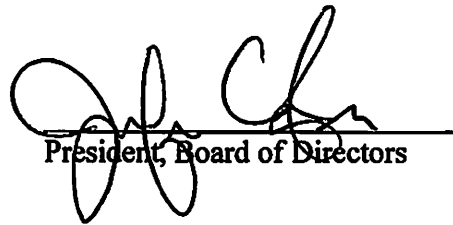
Nothing to report from Closed Session.

ADJOURNMENT

Director Field made a motion to adjourn the meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 11:28am.


Secretary, Board of Directors


President, Board of Directors

Halloween PR Approval Budget

Hotdogs 15.69 pack x2 = 31.38

Buns for hotdogs 3.69= x 3 11.07

Capi suns 15.99 x 2 = 32.00

Water x2 3.99 8.00

Total 82.45

Candy 18 bags total = 283.83

Swank entertainment = 500.00

Prizes for the best custom 1st 2nd 3rd place Game stop \$30.00 Target \$20.00 3rd place full-size candy bars.

Extra bags of candy 6 20.00 = 120.00

CR Select popcorn 105.00

Popcorn bags x2 50 each 3.99 8.00

Grand Total 1,159.28

Board of Directors
Jennifer Guyton, President
Steve Field, Treasurer
Maggie Sieve, Secretary



Officers
Dave Herman, Fire Chief
Adam Long, Assistant Fire Chief
Kenneth Hughes, Fire Marshall
Robert Sievers, Medical Officer

RES# 2023-06 Amendment II

Approval of Robertson Fire Protection District 2023 Tax Rates

WHEREAS, The Board of Directors of the Robertson Fire Protection District of St. Louis County, Missouri, at a public hearing held September 28, 2023, discussed the financial affairs and expenses for the Robertson Fire Protection District's 2024 fiscal year; and,

WHEREAS, a Public Hearing is required by the Missouri Revised Statutes concerning the proposed budget and tax rate with said Public Hearing being held on September 28, 2023, and,

WHEREAS, The Board of Directors of the Robertson Fire Protection District of St. Louis County, Missouri, after study of the District's finances and contingent expenses for 2024, which includes general operating, emergency ambulance service, dispatching, pension and debt service expenses, have arrived at a regular tax levy for the 2023 tax year for utilization in the 2024 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

1. The 2023 tax levy within the Robertson Fire Protection District, when levied upon every dollar of taxable tangible property within the Robertson Fire Protection District shown by the last completed assessment, shall be a total of \$0.9450 Dollars per one hundred (\$100.00) dollars assessed valuation for the residential tax rate and is broken down as follows:

\$0.2940 Cents per One Hundred (\$100.00) Dollars assessed valuation for the general operating expenses as provided in Sections 321.610 and 321.241 of the Revised Statutes of Missouri.

\$0.1790 Cents per One Hundred (\$100.00) Dollars assessed valuation for emergency ambulance service as provided in Section 321.225 of the Revised Statutes of Missouri.

\$0.0420 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing central fire and emergency dispatching as provided in Section 321.243 of the Revised Statutes of Missouri.

ROBERTSON FIRE PROTECTION DISTRICT

\$0.1640 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue to fund the employees' pension plan of the District as provided in Section 321.610 of the Revised Statutes of Missouri.

\$0.2660 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue required for debt service as provided in Section 321.260 and 321.330 of the Revised Statutes of Missouri.

- 2. The 2023 tax levy within the Robertson Fire Protection District, when levied upon every dollar of taxable tangible property within the Robertson Fire Protection District shown by the last completed assessment, shall be a total of (\$2.3500) Dollars per one hundred (\$100.00) dollars assessed valuation for the agricultural tax rate and is broken down as follows:**

\$1.1900 Dollars per One Hundred (\$100.00) Dollars assessed valuation for the general operating expenses as provided in Sections 321.610 and 321.241 of the Revised Statutes of Missouri.

\$0.6440 Cents per One Hundred (\$100.00) Dollars assessed valuation for emergency ambulance service as provided in Section 321.225 of the Revised Statutes of Missouri.

\$0.0500 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing central fire and emergency dispatching as provided in Section 321.243 of the Revised Statutes of Missouri.

\$0.2000 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue to fund the employees' pension plan of the District as provided in Section 321.610 of the Revised Statutes of Missouri.

\$0.2660 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue required for debt service as provided in Section 321.260 and 321.330 of the Revised Statutes of Missouri.

- 3. The 2023 tax levy within the Robertson Fire Protection District, when levied upon every dollar of taxable tangible property within the Robertson Fire Protection District shown by the last completed assessment, shall be a total of (\$2.3300) Dollars per one hundred (\$100.00) dollars assessed valuation for the commercial tax rate and is broken down as follows:**

\$1.1900 Dollars per One Hundred (\$100.00) Dollars assessed valuation for the general operating expenses as provided in Sections 321.610 and 321.241 of the Revised Statutes of Missouri.

\$0.6440 Cents per One Hundred (\$100.00) Dollars assessed valuation for emergency ambulance service as provided in Section 321.225 of the Revised Statutes of Missouri.

\$0.0460 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing central fire and emergency dispatching as provided in Section 321.243 of the Revised Statutes of Missouri.

\$0.1840 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue to fund the employees' pension plan of the District as provided in Section 321.610 of the Revised Statutes of Missouri.

\$0.2660 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue required for debt service as provided in Section 321.260 and 321.330 of the Revised Statutes of Missouri.

4. The 2023 tax levy within the Robertson Fire Protection District, when levied upon every dollar of taxable tangible property within the Robertson Fire Protection District shown by the last completed assessment, shall be a total of (\$2.4060) Dollars per one hundred (\$100.00) dollars assessed valuation for the personal property tax rate and is broken down as follows:

\$1.1900 Dollars per One Hundred (\$100.00) Dollars assessed valuation for the general operating expenses as provided in Sections 321.610 and 321.241 of the Revised Statutes of Missouri.

\$0.7000 Cents per One Hundred (\$100.00) Dollars assessed valuation for emergency ambulance service as provided in Section 321.225 of the Revised Statutes of Missouri.

\$0.0500 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing central fire and emergency dispatching as provided in Section 321.243 of the Revised Statutes of Missouri.

\$0.2000 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue to fund the employees' pension plan of the District as provided in Section 321.610 of the Revised Statutes of Missouri.

\$0.2660 Cents per One Hundred (\$100.00) Dollars assessed valuation for the purpose of providing revenue required for debt service as provided in Section 321.260 and 321.330 of the Revised Statutes of Missouri.

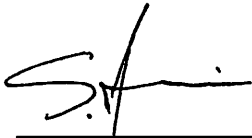
5. Pursuant to Senate Bill 870 enacted into law by the 99th General Assembly of the Missouri Legislature and signed by the Governor, the District shall set an annual reimbursement rate for financing pursuant to Chapter 99 RSMo, Chapter 100 RSMo and Chapter 353 RSMo. The reimbursement rate for the District beginning upon the approval of the District's tax rate shall be 100%. Beginning August 28, 2018 and thereafter, the District shall be entitled to reimbursement from the special allocation funds as defined in Chapter 99 RSMo in the amount of 100% of the District's tax. This applies to all tax increment financing (TIF)

projects approved after August 28, 2004. Moreover, the District shall be reimbursed an amount of 100% of the ad valorem real, personal and other tangible property tax revenues that the District would have received in the absence of a tax abatement under Chapter 100 RSMo and Chapter 353 RSMo. These reimbursements are applicable to all tax increment financing, tax abatements and special allocation funds financing or amendments filed after August 28, 2018.

6. A duly authenticated copy of this Resolution is to be submitted to the Collector of Revenue of St. Louis County, Missouri for collection of the tax rate upon the assessed valuation of all taxable tangible property within the District, in addition to several other taxes, as may be levied by the St. Louis County Council.

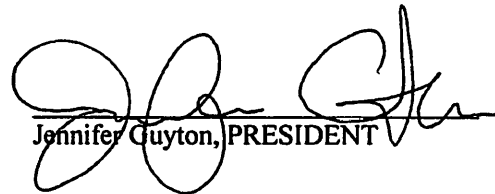
PASSED AND APPROVED THIS 16th DAY OF OCTOBER 2023

ATTEST:



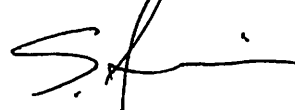
Steve Field, TREASURER

(Seal)

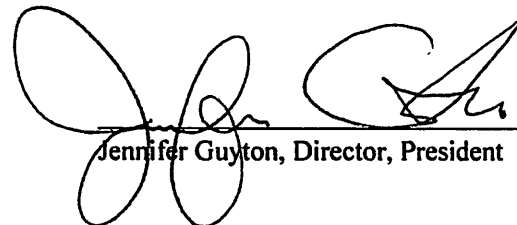


Jennifer Guyton, PRESIDENT

APPROVED



Steve Field, Director, Treasurer



Jennifer Guyton, Director, President

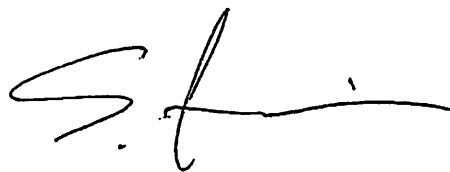
STATE OF MISSOURI)
) **SS.**
COUNTY OF ST. LOUIS)

CERTIFICATION

I, Stephen Field, Treasurer of the Board of Directors of the Robertson Fire Protection District of St. Louis County, Missouri, do hereby certify that the attached copy of Resolution No. 2023-06 Amendment II adopted on the 16th day of October 2023 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears on record on file in the Robertson Fire Protection District office.

IN TESTIMONY THEREOF, I have hereunto set my hand in said District in St. Louis County Missouri this 16th day of October 2023.

(Seal)



Stephen Field/Treasurer

QUOTE # 10-96874

October 10, 2023 03:11 AM
Expiration Date : October 24, 2023



SALES PERSON

Greg Gibson
greg.gibson@slymanbros.com
314-912-9855
314-912-9855 - Direct Line

14755 Manchester Rd, Ballwin, MO 63011
Slyman Bros Appliances (West County)

BILLING INFORMATION

ROBERTSON FIRE PROTECTION DISTRICT
Mason Washington
mwwashington@rfd.org
12641 Missouri Bottom Rd
Hazelwood, Missouri, 63042
(314) 497-7279

DELIVER TO

ROBERTSON FIRE PROTECTION DISTRICT
ROBERT SEIVERS
RSIEVERS@rfd.org
3820 Taussig Ave
Bridgeton, Missouri, 63044
(314) 575-5007

PRODUCT	DESCRIPTION	LOCATION	PRICE	QTY	TOTAL
	ULTRA-QUIET TOP LOAD WASHER WITH PERFECT WASH				
TR5003WN (NEW)	Protection Plan 60-Month Mulberry Protection (For Business Use) \$249.95	Warehouse (Manchester, MO)	\$1,175.00	1	\$1,175.00
	39 DBA DISHWASHER IN PRINTSHIELD FINISH WITH THIRD LEVEL UTENSIL RACK				
KDTE204KPS (NEW)	Protection Plan 60-Month Mulberry Protection (For Business Use) \$199.95	Warehouse (Manchester, MO)	\$800.00	2	\$1,600.00
					Haul Away Old: No

NOTES

Subtotals	\$2,775.00
Sales Tax West County (8.738%)	\$0.00
Extend Protection Plan Charge	\$649.85
Total	\$3,424.85
Balance Due (USD)	\$3,424.85



AGREEMENT/STATEMENT OF WORK (SOW)

by and between

Ready Rebound, Inc. a Delaware company and
Robertson Fire Protections District ("Client")

Dated: October 16, 2023

Ready Rebound Recover and Vitality

Introduction. Ready Rebound, *Recover* is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. Ready Rebound's innovative solutions will add value to the job for Client's employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. Ready Rebound's research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Ready Rebound, *Vitality* is dedicated to creating an integrated, comprehensive, and personalized health, injury mitigation and performance program for Client. Vitality's clinically proven solutions are designed to improve job preparation and recovery, as well as improve overall health, fitness and reduce the risk of injury through sustainable and efficient evidence-based health, fitness, and performance results. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description.

A. Recover: The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that Rebound brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client's employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

B. Vitality: The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) understanding current programs in place and barriers to entry and compliance, (b) identify highest risk categories for risk of MSK injury, (c) identifying gaps in knowledge and practices that, if closed, will improve health of Client's employees, and (d) establish an injury mitigation program that rewards the employee and employer through improved physical and mental health, efficiency, reduced costs, and reduced time lost.

Deliverables.

A. Ready Rebound *Recover* will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a network-based system for management of the treatment of orthopedic injury. Achieving this milestone will involve:
 - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in the State of Missouri;
 - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
 - c. Implementation of Ready Rebound software for current employees; and
 - d. Access to the Ready Rebound Network will be allowed for Client's employees, current and future retired employees, and their immediate family members.
2. Development of outcome metrics. Achieving this milestone will involve:
 - a. Ready Rebound will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on "backfill", participation in healthy initiatives); and
 - b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

B. Ready Rebound *Vitality* will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound Vitality team will work with Client to:

1. Establish and implement a 3D movement assessment with all active members. Achieving this milestone will involve:
 - a. Determine timing and location for mass deployment of 3D assessment using wearable sensor technology
 - b. Assess and assign individual members to fitness program based on 3D assessment results
 - c. Access to the Ready Rebound App for all program deliverables
2. Key Performance Indicators will be delivered through the Ready Rebound portal which can be accessed by key members of departments wellness staff

Implementation Timeline. The Onboarding process for services will be initiated on November 1, 2023. Our Onboarding team will secure a point of contact from the Client, who can assist in gathering all the information and knowledge required to best serve the Client and determine training timeline. Exact project timelines will be confirmed with the Client administration at the scheduled Kick Off call, with anticipated onboarding complete and Go-Live within 60 calendar days. Recover Service Go-Live date is dependent on the City administration's timely response to all critical deliverables, including contract signatures, sharing integration data, and supporting Ready Rebound in training of its members.

Fees.

Onboarding: Onboarding for Recover services will be initiated on November 1, 2023, with anticipated Onboarding complete within 60 calendar days. No fees will be due for the Onboarding process.

Year 1. Total Fees for the Services performed during the term of January 1, 2024, to December 31, 2024, will be ***Eighteen Thousand Seven Hundred Twenty Dollars and 00/100 Cents*** (\$18,720.00 = \$468.00 x 40 members) due in full with payment being due on or before January 1, 2024.

Year 2. Total Fees for the Services performed during the term of January 1, 2025, to December 31, 2025, will be ***Eighteen Thousand Seven Hundred Twenty Dollars and 00/100 Cents*** (\$18,720.00 = \$468.00 x 40 members) due in full with payment being due on or before January 1, 2025.

Year 3. Total Fees for the Services performed during the term of January 1, 2026, to December 31, 2026, will be ***Eighteen Thousand Seven Hundred Twenty Dollars and 00/100 Cents*** (\$18,720.00 = \$468.00 x 40 members) due in full with payment being due on or before January 1, 2026.

All payments can be mailed to:

Ready Rebound, Inc.
PO Box 8282
Carol Stream, IL 60197-8282

Client Billing Contact:

Name: _____

Email: _____

Telephone Number: _____

Terms and Conditions. This SOW adopts and incorporates by reference Ready Rebound's standard terms and conditions. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such agreement.

1. **Applicability.** These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the services ("**Services**") by client set forth in the Proposal ("**Client**") from Ready Rebound, LLC ("**Service Provider**" and together with Client, the "**Parties**", and each a "**Party**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the services covered hereby, these Terms shall prevail to the extent they are inconsistent with those terms and conditions. The accompanying Statement of Work, and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
2. **Services.** Service Provider shall provide to Client the Services set out in one or more statements of work or proposals to be issued by Client and accepted by Service Provider (each, a "**Statement of Work**"). Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider and the Client, appointed pursuant to Section 1 and Section 4.1, respectively.
3. **Service Provider Obligations.** Service Provider shall:
 - 3.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:
 - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to these Terms (the "**Service Provider**").
 - (b) A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider, "**Provider Representatives**").
 - 3.2 Make no changes in Provider Representatives except:
 - (a) Following notice to Client.
 - (b) Upon the resignation, termination, death or disability of an existing Provider Representative.
4. **Client Obligations.** Client shall:
 - 4.1 Designate one of its employees to serve as its primary contact with respect to these Terms and to act as its authorized representative with respect to matters pertaining to these Terms (the "**Client**"), with such designation to remain in force unless and until a successor Client is appointed.
 - 4.2 Require that the Client respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
 - 4.3 Cooperate with Service Provider in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
 - 4.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client caused delays in Service Provider's provision of the Services.

5. Fees and Expenses.

5.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client shall pay an additional percentage fee for any invoices paid by credit or debit card.

5.2 Except for invoiced payments that the Client has successfully disputed, all late payments may be subject to interest rates permissible under applicable law. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

6. Limited Warranty and Limitation of Liability.

6.1 Service Provider warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and these Terms.
- (b) Using personnel of commercially reasonable skill, experience, and
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

6.2 Service Provider's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

- (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.

6.3 Service provider makes no warranties except for that provided in section 6.1, above. All other warranties, express and implied, are expressly disclaimed.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business

affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (“**Confidential Information**”); provided, however, that “Confidential Information” does not include any information that:

- (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 8;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or
- (d) was or is independently developed by Receiving Party without using any Confidential Information.

During the Term and for the twelve (12) months thereafter, the Receiving Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and
- (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party’s sole cost and expense, a protective order or other remedy. For purposes of this Section 8 only, Receiving Party’s Group shall mean the Receiving Party’s affiliates and its or their employees, officers, members, managers, attorneys, accountants, and financial advisors.

9. Term, Termination, and Survival.

9.1 These Terms shall commence as of the date of the first Statement of Work and shall continue thereafter for a period of three (3) years unless sooner terminated pursuant to Section 9.2 or Section 9.3 (the “**Initial Term**”), and shall automatically renew for additional one (1) year terms (each a “**Subsequent Term**” and together with the Initial Term, the “**Term**”), unless either Party notifies the other at least ninety (90) days prior to the expiration.

9.2 Either Party may terminate these Terms, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

- (a) Materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate these Terms before the expiration of these Terms on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment.

9.4 Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

9.5 In the event these Terms are terminated prior to the end of the Term, Client shall within ten (10) days after the effective date of termination, refund to Service Provider any costs or expenses paid by the Service Provider as of the date of termination for the Service, plus the fees for such Service up to and including the date of termination on a pro-rated basis based on the percentage of completed Services.

9.6 The rights and obligations of the Parties set forth in Section 5 and in Sections 7, 8, 9.4, 9.5, 10, 23 and 24, and any right or obligation of the Parties in these Terms which, by their nature, should survive termination or expiration of these Terms, will survive any such termination or expiration of these Terms.

10. Indemnification.

10.1 Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and
- (b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in these Terms.

10.2 Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Client; and
- (b) Client's breach of any representation, warranty, or obligation of Client in these Terms.

10.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 10.3 shall not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. Limitation of Liability.

11.1 In no event shall service provider be liable to client or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive

damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

11.2 In no event shall service provider's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to service provider pursuant to the applicable

statement of work.

11.3 The exclusions and limitations in Sections 11.1 and 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);
- (c) a party's indemnification obligations under Section 10 (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's negligence, willful misconduct, or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
- (f) a party's obligation to pay attorneys' fees and court costs in accordance with Section 15.

12. **Entire Agreement.** These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control.

13. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under these Terms (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at such address set forth in the Statement of Work, (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

14. **Force Majeure.**

14.1 No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. **Remedies.** Each Party acknowledges that a breach by a Party of Section 7 (Intellectual Property) or Section 8 (Confidentiality), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be

exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Terms to the contrary. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to these Terms, the prevailing Party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing Party.

16. **Consent for Use of Likeness.** Client hereby consents to any and all uses and displays by Service Provider of the client logo, client name, and photos of mutually agreed upon training sessions and meetings in, on, or in connection with, any pictures, photographs, audio or video recordings, digital images, websites, social media, television programs, sales and marketing brochures, books, magazines, publications, and all other forms of media throughout the world (collectively, the "Materials") created by, or at the direction of, the Service Provider at any time during or after the Term of this Agreement, for any legitimate business purposes of the Service Provider ("Permitted Uses"). Client acknowledges that Client has no right to review or approve any Materials before any Permitted Use by the Service Provider and that Provider has no liability to Client for any editing or alteration of the Materials for any Permitted Use or for any distortion or other effects resulting from Service Provider's editing, alteration, or use of the Materials for any Permitted Use. Client hereby forever releases the Service Provider and its owners, directors, officers, employees, and agents, to the maximum extent permitted by applicable law, from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the Term of this Agreement, in connection with the Permitted Use of the Materials, including, without limitation, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction.

17. **Severability.** If any term or provision of these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of these Terms are invalid, illegal or unenforceable, the remainder of these Terms shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify these Terms to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. **Amendments.** No amendment to or modification of or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.

19. **Waiver.** No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. **Assignment.** Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

21. **Successors and Assigns.** These Terms are binding on and inures to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns.

22. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible

for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in these Terms shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **No Third-Party Beneficiaries.** These Terms benefit solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. **Choice of Law.** These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

25. **Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. **Waiver of Jury Trial.** Each party acknowledges that any controversy that may arise under these terms, including exhibits, schedules, attachments, and appendices attached to these terms, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these terms, including any exhibits, schedules, attachments or appendices attached to these terms, or the transactions contemplated hereby

Exceptions to the Terms and Conditions.

Section 5.1 shall be modified to read "In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client shall pay invoices via cash or check.

Section 10.2 shall be modified to read "To the extent permitted by law, Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Client; and
- (b) Client's breach of any representation, warranty, or obligation of Client in these Terms.

Section 11.1 shall be modified to read "To the extent permitted by law, in no event shall service provider be liable to client or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose."

Section 11.2 shall be modified to read "To the extent permitted by law, in no event shall service provider's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to service provider pursuant to the applicable statement of work."

Section 24 shall be modified to read "These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Missouri, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri."

Section 25 shall be modified to read "Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law."

Section 27 shall be added and read "INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. All liability insurance shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
The GL Occurrence Form covers liability for bodily injuries or property damage which you become legally obligated to pay. Coverage applies to an occurrence which takes place during the policy period. Each Occurrence General Aggregate Products & Completed Operations Aggregate Limit Personal and Advertising Injury Hired/Non-Owned Auto Liability Employee Benefits Liability	 \$1,000,000 \$3,000,000 \$3,000,000 \$1,000,000 \$1,000,000 \$1,000,000
II. Workers' Compensation	
Per Occurrence Bodily Injury by Accident	 \$1,000,000

Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000
III. Umbrella Liability	
Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
IV. Professional Liability	
Claims-Made Policy	
Each Claim Limit	\$1,000,000
Aggregate Limit	\$1,000,000
V. Cyber Liability	
Limits	\$5,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured.
- b. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- c. The City shall be listed on the Certificate as the Certificate Holder.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form."

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND, INC.

READY REBOUND:

Ready Rebound, Inc.

By: _____
David Reeves, Chief Executive Officer

CLIENT:

By: _____
Name: _____
Title: _____
Address: _____

Board of Directors

Jennifer Guyton, President
Maggie Sieve, Secretary
Steve Field, Treasurer



Officers

Dave Herman, Fire Chief
Adam Long, Assistant Fire Chief
Kenneth Hughes, Deputy Chief/ Fire Marshall
Robert Sievers, Deputy Chief/Medical Officer

October 16, 2023

Fees paid for record requests:

OLD RATES

DESCRIPTION:

EMS Report	\$ 15.00
Affidavit	\$ 3.00
Copies @ .35	\$ _____
TOTAL	\$

REQUESTING NEW RATES:

EMS Report	\$ 20.00
Affidavit	\$ 5.00
Copies @ .50	\$ _____
TOTAL	\$

Fees for Medical Records

Fees Effective 2/1/23

The new maximum fees for copying will be \$28.57 plus \$0.66 per page for the cost of labor and supplies for copies provided in paper form and \$26.75 for additional costs if records are maintained off-site.

The new maximum fees for copying will be \$28.57 plus \$0.66 per page, or \$125.20 total, whichever is less, for copies provided electronically.

Section 191.227, RSMo sets the statutory base rate for calculating the maximum fees for copying medical records at \$24.85 and \$.57 per page for the cost of supplies and labor for copies provided in paper form and a retrieval fee not to exceed \$23.26. This section sets the statutory base rate for calculating the maximum fees for copying medical records at \$24.85 and \$0.57 per page, or a total of \$108.88, whichever is less, for the cost of supplies and labor for copies provided electronically. This section also provides that effective February 1st of each year, the fees shall be increased or decreased based on the annual percentage change in the unadjusted, U.S. city average, annual average inflation rate of the medical care component of the Consumer Price Index for all urban consumers. The section further provides that the current reference base of the index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, shall be used as the reference base.

HIPAA and Fees for Medical Records

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) a covered entity may only charge an *individual or the individual's personal representative* a reasonable cost-based fee pursuant to 45 CFR 164.524. The Office for Civil Rights has posted **guidance regarding what a covered entity provider may charge an individual or the individual's personal representative** (http://www.hhs.gov/ocr/privacy/hipaa/faq/right_to_access_medical_records/353.html).

The **Office for Civil Rights** (<http://www.hhs.gov/ocr/privacy/>) may be contacted by email at OCRMail@hhs.gov (<mailto:OCRMail@hhs.gov>) or by calling 816.426.7277.

Legal Disclaimer

This posting is intended as a public service and is not legal advice or counsel. Seek the advice of private legal counsel if you have questions about what a provider may charge.

- **Missouri Bar Association** (<https://mobar.org/public/LawyerSearch.aspx>)
573.636.3635
- **Missouri Board of Registration for the Healing Arts** (<http://pr.mo.gov/>)
573.751.0098