



# County Commission

400 East Locust Street, Room 201

Union, MO 63084

<http://www.franklinmo.org/>

## Regular Meeting Agenda

---

Tuesday, January 28, 2020

10:00 AM

Commission Chambers

---

### Opening

#### I. Call to Order

#### II. Minutes Approval

1. Tuesday, January 14, 2020
2. Thursday, January 16, 2020
3. Thursday, January 23, 2020

#### III. Public Request for Discussion/Action

#### IV. Action Items

- a. **Commission Order 2020-24** In the Matter of Amending Commission Order 2020-2
- b. **Commission Order 2020-25** In the Matter of Authorizing the Execution of a Maintenance and Extended Warranty Agreement Pertaining to Optical Scan Equipment Provided by Henry M. Adkins and Son, Inc.
- c. **Commission Order 2020-26** In the Matter of Recognizing the Change of a Vendor's name
- d. **Commission Order 2020-27** In the Matter of Approving and Authorizing Execution of a Contract Modification to the Lease Agreement for the Franklin County Narcotics Enforcement Unit
- e. **Commission Order 2020-28** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon
- f. **Commission Order 2020-29** In the Matter of the County of Franklin Amending the Contract with N.B. West Contracting for Hot Mix Overlay Application of Bluff Road and Evergreen Loop by Change Order #1
- g. **Commission Order 2020-30** In the Matter of Approving Change Order #7 to River City Construction, LLC for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail and Communication Center
- h. **Commission Order 2020-31** In the Matter of Approving Change Order #4 to American Electric & Data Inc. for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail, and Communication Center
- i. **Commission Order 2020-32** In the Matter of Approving Change Order #1 to Questec Constructors Inc. for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail and Communication Center

- j. **Commission Order 2020-33** In the Matter of Approving and Authorizing Execution of a Renewable Agreement with Esri, Inc.
- k. **Commission Order 2020-34** In the Matter of Approving and Authorizing Execution of a Contract with Procat
- l. **Commission Order 2020-35** In the Matter of Approving and Limited License Agreement with Taylor Engineering, LLC for the Use of GIS Data Developed by Franklin County
- m. **Commission Order 2020-36** In the Matter of Approving the Purchase of Criminal Investigations Software for SHI International Corp.
- n. **Commission Order 2020-37** In the Matter of Annexation Ordinance #19-13018 from the City of Washington Filed with the Clerk of the Franklin County Commission
- o. **Commission Order 2020-38** In the Matter of Approving and Authorizing Execution of an Agreement with Karpel Solutions for a Criminal Case Management System
- p. **Commission Order 2020-39** In the Matter of Approving and Authorizing Execution of an Agreement with Missouri Office of Prosecution Services for the Use of a Product Developed by Karpel Solutions

**V. Discussion Items and Reports**

- A. Elected Official and Departmental Reports (as needed)
- B. Commission Discussion

**VI. Retirement Recognition – Tammy Vemmer – 16+ Years**

**VII. Adjournment**



Commission Order No. 2020-24

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Amendment

## IN THE MATTER OF AMENDING COMMISSION ORDER 2020-2

**WHEREAS**, prior hereto on January 7, 2020 the Franklin County Commission adopted Commission Order No. 2020-2 pertaining to establishing per diem and travel reimbursement rates for Franklin County for 2020; and

**WHEREAS**, such Order misstated the per diem and travel rates of \$0.575 per mile were for 2019; and

**WHEREAS**, it is necessary that such Order reflects that the per diem and travel rates are for 2020; and

**IT IS THEREFORE ORDERED** that Commission Order No. 2020-2 be and is hereby amended to reflect that the per diem and travel rates are for 2020.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to all elected officials and department heads.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF AUTHORIZING THE  
EXECUTION OF A MAINTENANCE AND  
EXTENDED WARRANTY AGREEMENT PERTAINING  
TO OPTICAL SCAN EQUIPMENT PROVIDED BY  
HENRY M. ADKINS AND SON, INC.**

**WHEREAS**, one of the primary duties of the County Clerk is to serve as the Chief Election Authority for Franklin County;  
and

**WHEREAS**, one of the major duties of the Chief Election Authority is to maintain accurate and efficient voting machines  
and equipment; and

**WHEREAS**, prior hereto Franklin County purchased for the benefit of the County Clerk certain optical scan voting  
equipment in the form of Unisyn OpenElect Voting Optical (OVO) and Unisyn OpenElect Voting Interface (OVI) from  
Henry M. Adkins and Son, Inc.; and

**WHEREAS**, it has been determined that it is in the best interest of Franklin County to acquire an extended warranty for  
such equipment at a total cost of \$14,835.00 as set forth in the Agreement attached hereto and to extend the Software  
License Agreement for the annual cost of \$15,070.00 as also set forth in the Agreement attached hereto.

**IT IS THEREFORE ORDERED** by the County Commission that the Extended Maintenance Agreement as described above is  
hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said agreement on behalf of  
Franklin County.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Tim Baker, County Clerk and to Henry M. Adkins &  
Sons, Inc.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**FRANKLIN COUNTY**  
**400 E LOCUST, STE 201**  
**UNION, MO 63084**

**Extended Warranty/Maintenance Agreement**  
**(Coverage from January 1, 2018 through December 31, 2018)**

<b>Hardware</b>	<b># of Units</b>	<b>Warranty Fee</b>	<b>Total</b>
<b>Unisyn OpenElect Voting Optical (OVO)</b>	<b>63</b>	<b>\$145.00 Per Unit</b>	<b>\$9,135.00</b>
<b>Unisyn OpenElect Voting Interface (OVI)</b>	<b>57</b>	<b>\$100.00 Per Unit</b>	<b>\$5,700.00</b>

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Henry M. Adkins and Son, Inc., ("HMA") hereby agrees to provide extended warranty/maintenance ("Extended Warranty") to Franklin County, Missouri ("Customer"), for the hardware identified above, or as may be added later. If this Extended Warranty Agreement is initially entered into as part of a larger agreement ("Agreement"), defined terms herein have the same meaning as in the agreement.

1. **Extended Warranty.** HMA warrants that each item of hardware identified above, or for which an Extended Warranty has been purchased, when used with the hardware and software configuration purchased from or approved by HMA ("System"), will during any term of this Extended Warranty Agreement be free of defects that would prevent the System from operating substantially in the manner intended.
2. **Term of Warranty.** The term of the initial Extended Warranty Agreement shall be one year, beginning on execution of agreement. Thereafter, Customer may renew this Extended Warranty Agreement, annually, for successive one-year terms, by paying the annual extended warranty/maintenance fee ("Warranty Fee").
3. **Fees.**
  - 3.1 The Warranty Fee, at the time of execution of the Extended Warranty Agreement, is as stated above. HMA has the right to adjust Warranty Fees by providing sixty (60) days advance notice of any increase.
  - 3.2 The Warranty Fee, and any other amounts payable by Customer pursuant to the Extended Warranty Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the hardware or any services provided by HMA. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply HMA with a tax exemption certificate in a form satisfactory to HMA and all applicable taxing authorities. If HMA is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse HMA for payment of such taxes upon receipt of invoice.

- 3.3 HMA shall invoice Customer for the Warranty Fee at least thirty (30) days in advance of the Anniversary. Customer shall pay such invoice on or before the Anniversary. If the Extended Warranties pursuant to this Extended Warranty Agreement have multiple Anniversaries, or if HMA and Customer have entered into one or more related License Agreements with differing Anniversaries, HMA may consolidate all of the Anniversaries.
- 3.4 HMA shall invoice Customer for work provided for which additional fees are due as such work is done.
- 3.5 All amounts past due shall bear interest at the rate of one and one-half percent (1-1/2%) per month (or the maximum extent allowed under applicable law, whichever is less). Interest charges shall accrue beginning on the date of original invoice if the outstanding balance that is thirty (30) days or more past due.

#### **4. Warranty Work.**

- 4.1 If, during any term of this Extended Warranty Agreement, any item of hardware identified above fails to satisfy the Extended Warranty Agreement articulated in this Extended Warranty Agreement HMA shall, either provide full and complete repair or provide a replacement of the hardware identified above. The following conditions apply:
  - 4.1.1 Customer shall bear the shipping costs to return the malfunctioning item of hardware. HMA shall bear the shipping costs to return the repaired or replaced item to customer.
  - 4.1.2 Customer may request on-site support. If HMA agrees to provide on-site support, support will be provided on a time and material basis, plus portal to portal expenses.
  - 4.1.3 In special or unusual circumstances, Customer may request to borrow a hardware unit that can serve as a temporary replacement for the malfunctioning item of hardware. HMA may provide a loaner for the Customer to use for election activity until the covered item is repaired or replaced.
- 4.2 The following services are not Warranty Work, and HMA shall invoice Customer at HMA'S then current time and material rates for:
  - 4.2.1 The replacement of consumable items such as batteries, paper rolls, etc.
  - 4.2.2 The repair or replacement of hardware damaged by accident, abuse, improper usage, or as a result of service modification by anyone other than HMA or its authorized agent or service representative; or
  - 4.2.3 Other similar work which Customer requests, and which HMA agrees to perform.

#### **5. No Other Warranties**

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## **6. Limitation of Liability.**

- 6.1 The hardware may not perform properly for a variety of reasons that are beyond the control of HMA, including but not limited to, the hardware being negligently or improperly used, being modified, being used with inappropriate software, or being supplied with improperly formatted data. Operation of the hardware is the sole responsibility of the Customer and HMA shall not be responsible for the consequences of any changes to, or improper use of, the HMA hardware made by or on behalf of Customer.
- 6.2 HMA will not be liable for any claims, actions, suits, proceedings, costs expenses, damages, or liabilities arising out of HMA'S performance under this Extended Warranty Agreement unless causes by the negligent act or omission of HMA, its subcontractors, agents, servants, or employees. HMA'S liability under this Extended Warranty Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to HMA for the current term of this Extended Warranty Agreement.
- 6.3 HMA'S provision of Services to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of HMA and the Customer; HMA'S obligations under this Extended Warranty Agreement extend solely to the Customer.

## **7.1 Termination.**

- 7.1 In the event either Party breaches one or more provisions of this Extended Warranty Agreement, the injured party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least (30) days. HMA may immediately terminate this Extended Warranty Agreement for a breach and seek any legal remedy to which HMA may be entitled, including but not limited to injunctive relief.
- 7.2 In the event the violating party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorney's fees. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

**8.1 Assignment and Right to Subcontract**

Neither Party may assign its rights, obligations, or interests in this Extended Warranty Agreement without the written consent of the other Party, provided however that HMA may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this Extended Warranty Agreement to a financial institution without prior consent of the Customer.

**9.1 Legality and Severability.**

This Extended Warranty Agreement and the Parties' actions under this Extended Warranty Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Extended Warranty Agreement is held to be illegal or unenforceable, the remainder of this Extended Warranty Agreement shall not be affected thereby, and each term or provision of this Extended Warranty Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this Extended Warranty Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

**10.1 Entire Agreement/Modifications.**

This Extended Warranty Agreement, together with any Agreement of which this Extended Warranty Agreement initially forms a part, states the entire agreement between Customer and HMA concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this Extended Warranty Agreement shall be effective unless it is in writing, expressly indicates that it modifies this Extended Warranty Agreement and is signed by the duly authorized representatives of both Customer and HMA.

IN WITNESS WHEREOF, Customer and HMA have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Henry M. Adkins & Son, Inc.

Franklin County, Missouri

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

DUSTIN VANDERBURG  
Printed Name

\_\_\_\_\_  
Printed Name

VICE PRESIDENT  
Title

\_\_\_\_\_  
Title

12/10/2017  
Date

\_\_\_\_\_  
Date

# Henry M. Adkins & Son, Inc.

331 W. Independence Ave  
Clinton, MO 64735

# Invoice

Due Date

Date

Invoice #

1/1/2020

12/2/2019

20000

Bill To

Franklin County Clerk  
400 E. Locust, Ste. 201  
Union, MO 63084

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

**Balance Due \$14,835.00**

New e-mail address? Enter here: \_\_\_\_\_

## Henry M. Adkins & Son, Inc.

331 W. Independence Ave  
Clinton, MO 64735

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.

Terms

Project

Rep

Net 30

Item	Description	Qty	Rate	Amount
	2020 Unisyn Extended Warranty / Maintenance Agreement			
OVO Maintena...	Optical Scan (OVO)	63	145.00	9,135.00
OVI Maintenance	Accessible Voting Unit (ADA Device) (OVI)	57	100.00	5,700.00

**FILED**  
TIM BAKER

**DEC 10 2019**

CLERK OF THE COUNTY COMMISSION  
FRANKLIN COUNTY, MO.

DEPUTY

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 90 days. For billing inquiries email [Nikki@adkins-printing.com](mailto:Nikki@adkins-printing.com).

<b>Total</b>	\$14,835.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$14,835.00

# Henry M. Adkins & Son, Inc.

331 W. Independence Ave  
Clinton, MO 64735

# Invoice

Due Date

1/4/2020

Date

12/5/2019

Invoice #

20224

## Bill To

Franklin County Clerk  
400 E. Locust, Ste. 201  
Union, MO 63084

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: \_\_\_\_\_

**Balance Due \$15,070.00**

## Henry M. Adkins & Son, Inc.

331 W. Independence Ave  
Clinton, MO 64735

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.

Terms

Project

Rep

Net 30

Item	Description	Qty	Rate	Amount
	2020 Firmware License and Annual Software License			
OVO License	OVO	63	90.00	5,670.00
OVI License	OVI	57	60.00	3,420.00
OCS Software L...	OCS Software License		5,980.00	5,980.00

**FILED**  
TIM BAKER

DEC 10 2019

CLERK OF THE COUNTY COMMISSION  
FRANKLIN COUNTY, MO.

DEPUTY

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 90 days. For billing inquiries email [Nikki@adkins-printing.com](mailto:Nikki@adkins-printing.com).

<b>Total</b>	\$15,070.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$15,070.00



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Purchasing

## IN THE MATTER OF RECOGNIZING THE CHANGE OF A VENDOR'S NAME

**WHEREAS**, prior hereto in the manner required by law Sydenstricker Implement Co. was recognized as an approved vendor for Franklin County; and

**WHEREAS**, per Commission Order 2019-521 has an ongoing Contract with Franklin County; and

**WHEREAS**, since such time Sydenstricker Implement Co. has changed its corporate name to Sydenstricker Nobbe Partners as per the W-9 attached hereto; and

**WHEREAS**, Sydenstricker Nobbe Partners will assume and keep to and honor the bid pricing that was on Commission Order 2019-521 as per the letter attached hereto; and

**WHEREAS**, it is necessary to recognize such name change for bidding and billing purposes.

**IT IS THEREFORE ORDERED** that the change of vendor's name from Sydenstricker Implement Co. to Sydenstricker Nobbe Partners is hereby recognized resulting in Sydenstricker Nobbe Partners being an approved vendor.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Jim Grutsch, Highway Administrator; County Clerk's Office; Tammy Vemmer, County Auditor; and Ann Struttman, Purchasing Director.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Sydenstricker Implement Co.**

2 Business name/disregarded entity name, if different from above  
**Sydenstricker Nobbe Partners**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**Post Office Box 280**

6 City, state, and ZIP code  
**Mexico, Missouri 65265-0280**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**OR**

**Employer identification number**

4	3	-	0	9	4	7	5	2	9
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*James A. Du*

Date ▶ *1-1-2020*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**astruttmann@franklinmo.net**

---

**From:** Brad Newman <BNewman@sydenstrickers.com>  
**Sent:** Tuesday, January 14, 2020 3:54 PM  
**To:** astruttmann@franklinmo.net  
**Subject:** Sydenstricker Nobbe Partners, formerly Sydenstricker Implement - commission order 2019-521  
**Attachments:** Signed Form W-9 SNP.pdf

Ann,

See attached updated W-9 form for Sydenstricker Nobbe Partners, formerly Sydenstricker Implement.

Sydenstricker Nobbe Partners will assume and keep to and honor the bid pricing that was on commission order 2019-521 for Franklin County.

Thanks,

**Brad Newman**

Sydenstricker Nobbe Partners

Dutzow and Hermann store manager

660-247-0299 Cell



**SYDENSTRICKER  
NOBBE**



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING  
AND AUTHORIZING EXECUTION  
OF A CONTRACT MODIFICATION  
TO THE LEASE AGREEMENT FOR THE  
FRANKLIN COUNTY NARCOTICS  
ENFORCEMENT UNIT**

**WHEREAS**, the Franklin County Narcotics Enforcement Unit requires suitable space in which to house its administrative operations; and

**WHEREAS**, at the present time there is not sufficient space within the Sheriff's Department Building to house such unit and it is therefore necessary to lease additional space; and

**WHEREAS**, the attached contract modification enables the Franklin County Narcotics Enforcement Unit to fulfill the agreement in its entirety with Krakow Korners II, LLC, for the time period of February 1, 2020 to January 31, 2021 in the amount of \$2,250.00 per month, plus utilities.

**IT IS THEREFORE ORDERED** that the Presiding Commissioner is hereby authorized to execute on behalf of Franklin County the lease agreement with Krakow Korners II, LLC, for administrative space to be used by the Franklin County Narcotics Enforcement Unit.

**IT IS FURTHER ORDERED** that a copy of this Order and two executed copies of the lease be provided to Krakow Korners II, LLC and that a copy of this Order and a copy of the lease be provided to Lt. Scott Reed, Franklin County Sheriff's Department and to Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

# KRAKOW KORNER'S II L.L.C.

150 Stone Lane, Washington, MO 63090 \* 636-239-4119

February 1, 2020

Franklin County, for the benefit of the Franklin County Narcotics Enforcement Unit, agrees to this contract modification to include the time period of February 1, 2020 to January 31, 2021 for office lease for 3033 Hwy A units 104, 105 and 106, Krakow Korner's II.

Intent to Lease: Approximately 3,750 square feet located at Krakow Korner's II, 3033 Hwy. A, Washington, MO, units 104, 105 and 106. Rent to be in the sum of \$2,250.00 per month, plus utilities.

Krakow Korner's II L.L.C.

By:   
Barbara A. Broecker, Member

\_\_\_\_\_

Date: 1/19/2020

Date: \_\_\_\_\_



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 21, 2020  
Consent Agenda

**IN THE MATTER OF  
APPROVING THE CONSENT  
AGENDA AND ALL THE  
ITEMS LISTED THEREON**

**WHEREAS**, in the course of the daily operation of county government certain routine actions are necessary; and

**WHEREAS**, certain of the routine items referred to above involve either the issuance of licenses, the receipt of funds or the authorization of accounts payable and/or abstract of fees; and

**WHEREAS**, the approval of such routine matters can be approved through the use of a "Consent Agenda"; and

**WHEREAS**, in order to afford a better record of what has been approved through the use of the Consent Agenda it has been determined that it would be appropriate to pass a commission order weekly which approves all items contained in the Consent Agenda.

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County that the Consent Agenda for January 21, 2020 addressing the below listed items is hereby approved, to wit:

- Fees:** Recorder of Deeds Fees – December 2019
- Liquor Licenses:** Endless Summery Winery – March 7, 2020  
St. Francis Borgia Church – February 1, 2020 & March 21, 2020
- Auctioneer License:**
- Other:**

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

APPLICATION FOR COUNTY LIQUOR LICENSE

Jan 16, 2020 (Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Hoover Distillers, LLC. Gary R. Hoover

Company Endless Summer Winery Hoover Distillers LLC

D/B/A (Business Name) Endless Summer Winery

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License - Date and Place of Event Mar 7, 2020 FDE

For a Catering or Picnic License - Address of Event 1000 Acid Mine Rd. Sullivan

All other Licenses - List what type of License applying for:

Endless Summer Winery Business Address City State Zip Code

5 Grosse Ln Hermann Mo 65041 Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxicating liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 1200 as payment of the fee required by this license. CK Number 2203

Signature of State Applicant / Managing Officer Gary R. Hoover

Phone Number / Email Address 573-252-2009 FILED TIM BAKER

JAN 16 2020

Return and Make Check Payable to: Franklin County Clerks Office 400 E Locust, Room 201 Union, MO 63084 LATE FEE \$25 PER MONTH LATE RENEWAL Questions call 636-583-6355

CLERK OF THE COUNTY COMMISSION FRANKLIN COUNTY, MO. Tim Baker, by [Signature] DEPUTY (County Clerk signature)

R [x] F [x] A B S In Office Use #24

# APPLICATION FOR COUNTY LIQUOR LICENSE

January 7, 2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Joseph E. Wormek

**FILED**  
TIM BAKER

Company St. Francis Borgia Church

JAN 21 2020

D/B/A (Business Name) \_\_\_\_\_

CLERK OF THE COUNTY COMMISSION  
FRANKLIN COUNTY, MO.

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License – Date and Place of Event

Trivia, Feb. 1, 2020, St. Francis Borgia Jesuit Hall  
Dartball, Mar 21, 2020, Grade School Gym

For a Catering or Picnic License – Address of Event

Trivia, 100 Cedar Street, Washington, MO  
Dartball, 225 Cedar Street, Washington, MO

All other Licenses – List what type of License applying for: \_\_\_\_\_

<u>115 Cedar Street</u>	<u>Washington</u>	<u>MO</u>	<u>63090</u>
Business Address	City	State	Zip Code

_____	_____	_____	_____
Mailing Address (if different than Business Address)	City	State	Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxicating liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 2 @ \$28.00 as payment of the fee required by this license.

Joseph E. Wormek  
Signature of State Applicant / Managing Officer

borgia-parish.org  
636-239-6701, jwormek@borgiaparish.org  
Phone Number / Email Address

Return and Make Check Payable to:  
Franklin County Clerks Office  
400 E Locust, Room 201  
Union, MO 63084  
LATE FEE \$25 PER MONTH  
LATE RENEWAL  
Questions call 636-583-6355

Tim Baker  
(County Clerk signature)

R  F  A  B  S  In Office Use

**FRANKLIN COUNTY**

**Fund Transaction Summary With Interest**

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >= #12/01/2019# AND {RPTFranklinFMXFUS01Vw.TndrDate} <= #12/31/2019#

Account Number	Fund Name	Count	Total Fund Amount
-2	ESCROW PAYMENT FUND	10	3,926.75
	<b>Subtotal for -2:</b>	<b>10</b>	<b>3,926.75</b>
-4	CHARGE FUND	249	13,244.50
	<b>Subtotal for -4:</b>	<b>249</b>	<b>13,244.50</b>
100	GENERAL FUND	2,114	50,620.71
100	GENERAL FUND INTEREST	1 <i>2114</i>	20.01
	<b>Subtotal for 100:</b>	<b>2,115</b>	<b>50,640.72</b>
200	COUNTY SPECIAL TRUST FUND	48	240.00
	<b>Subtotal for 200:</b>	<b>48</b>	<b>240.00</b>
300	NON-STD REC PRES	20	500.00
300	RECORDERS PRESERVATION FUND	1,547 <i>1567</i>	3,094.00
300	RECORDERS PRESERVATION FUND INTEREST	1	3.03
	<b>Subtotal for 300:</b>	<b>1,568</b>	<b>3,597.03</b>
400	6.00 CERF	11	66.00
400	CERF FUND	1,547 <i>1558</i>	10,829.00
400	CERF FUND INTEREST	1	3.73
	<b>Subtotal for 400:</b>	<b>1,559</b>	<b>10,898.73</b>
500	MO CHILDREN'S TRUST COPY FUND	134	1,036.00
500	STATE CHILDRENS TRUST FUND	48	720.00
	<b>Subtotal for 500:</b>	<b>182</b>	<b>1,756.00</b>
600	STATE PRESERVATION FUND	1,547	3,094.00
	<b>Subtotal for 600:</b>	<b>1,547</b>	<b>3,094.00</b>
700	MISSOURI HOUSING FUND	1,499	4,497.00
	<b>Subtotal for 700:</b>	<b>1,499</b>	<b>4,497.00</b>
800	STATUTORY POOL FUND	1,499	2,998.00
	<b>Subtotal for 800:</b>	<b>1,499</b>	<b>2,998.00</b>
900	RECORDERS TECHNOLOGY FUND	1,499	1,873.75
	<b>Subtotal for 900:</b>	<b>1,499</b>	<b>1,873.75</b>
<b>Collected Total:</b>			<b>83,521.98</b>
<b>Charged Total:</b>			<b>13,244.50</b>
<b>Grand Total:</b>			<b>96,766.48</b>

End of Report

*Jennifer L. Metcalf*  
 \_\_\_\_\_  
 JENNIFER L. METCALF  
 Recorder of Deeds

**FRANKLIN COUNTY**

**Fee Transaction Summary Report by Account Number**

Criteria: {RptFMXFES01\_RPTPr:TndrDate} >=#12/1/2019# AND {RptFMXFES01\_RPTPr:TndrDate} <=#12/31/2019#

Account Number	Fee Name	Count	Total Fee Amount
1	CERTIFIED ML FEE	<del>134</del> 148	1,332.00
	<b>Subtotal for 1:</b>	<b>134</b>	<b>1,332.00</b>
-1	CHARGE PAYMENT FEE	11	13,045.50
	<b>Subtotal for -1:</b>	<b>11</b>	<b>13,045.50</b>
10	NON STANDARD FEE	19	475.00
	RECORDING FEE	2	10.00
	<b>Subtotal for 10:</b>	<b>21</b>	<b>485.00</b>
-2	ESCROW PAYMENT FEE	10	3,926.75
	<b>Subtotal for -2:</b>	<b>10</b>	<b>3,926.75</b>
20	COPY FEE	252	7,268.75
	<b>Subtotal for 20:</b>	<b>252</b>	<b>7,268.75</b>
21	POSTAGE FEE	104	106.00
	<b>Subtotal for 21:</b>	<b>104</b>	<b>106.00</b>
22	GIS MAPPING FEE	20	2,000.00
	<b>Subtotal for 22:</b>	<b>20</b>	<b>2,000.00</b>
32	PLAT FEE	22	1,208.00
	<b>Subtotal for 32:</b>	<b>22</b>	<b>1,208.00</b>
363	COMPUTER SERVICE FEE	41	7,726.71
	<b>Subtotal for 363:</b>	<b>41</b>	<b>7,726.71</b>
374	INTEREST OR INVESTMENT FEE	1	26.77
	<b>Subtotal for 374:</b>	<b>1</b>	<b>26.77</b>
659	REPORT FEE	4	110.00
	<b>Subtotal for 659:</b>	<b>4</b>	<b>110.00</b>
910	MARRIAGE LICENSE FEE	48	2,208.00
	<b>Subtotal for 910:</b>	<b>48</b>	<b>2,208.00</b>
93904	DEED FEE	1,498	57,323.00
	<b>Subtotal for 93904:</b>	<b>1,498</b>	<b>57,323.00</b>
	<b>Grand Total:</b>	<b>2,166</b>	<b>96,766.48</b>

End of Report

\* Comp. Sys. = 7836.71



Commission Order No. 2020-29

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF THE COUNTY OF FRANKLIN  
AMENDING THE CONTRACT WITH N.B. WEST CONTRACTING  
FOR HOT MIX OVERLAY APPLICATION ON BLUFF  
ROAD AND EVERGREEN LOOP BY CHANGE ORDER #1**

**WHEREAS**, On August 27, 2019 the Commission of Franklin County did enter into a contract with N.B. West Contracting for a hot mix overlay application on Bluff Road and Evergreen Loop by Commission Orders 2019-381 and 2019-382; and

**WHEREAS**, additional asphalt was required because of the road width variations exceeding the original bid specification requirements; and

**WHEREAS**, a credit of \$5,567.82 was accrued due to asphalt index adjustment; and

**IT IS THEREFORE ORDERED** that the Presiding Commissioner be authorized to amend the original contract by executing Change Order #1; and

**IT IS FURTHER ORDERED** that the original contracts shall be amended by a the additional amount of \$5,731.60 with the contract amounts totaling and not to exceed \$1,029,581.30 unless amended by another change order; and

**IT IS FURTHER ORDERED** that a copy of this order be provided to N.B. West, Jim Grutsch, Highway Administrator and Tammy Vemmer, Auditor.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District







# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING  
CHANGE ORDER #7 TO RIVER CITY  
CONSTRUCTION, LLC FOR THE  
ADDITIONS AND RENOVATION  
TO EXISTING FRANKLIN COUNTY  
SHERIFF STATION, JAIL AND  
COMMUNICATION CENTER**

**WHEREAS**, the Franklin County Commission accepted the proposal from contractor, River City Construction, LLC for general construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

**WHEREAS**, it has been determined there is a revision in the contractual allowance in the amount of \$7,149.39 to the project cost at no additional cost; and

**WHEREAS**, the contract sum will be unchanged by this amount for the revision; and

**WHEREAS**, Navigate and FGM Architects, Inc. have approved the cost adjustment.

**IT IS THEREFORE ORDERED** that the proposed Change Order No. 7 for River City Construction, LLC is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District





# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING  
CHANGE ORDER #4 TO AMERICAN  
ELECTRIC & DATA INC. FOR THE  
ADDITIONS AND RENOVATION  
TO EXISTING FRANKLIN COUNTY  
SHERIFF STATION, JAIL AND  
COMMUNICATION CENTER**

**WHEREAS**, the Franklin County Commission accepted the proposal from contractor, American Electric & Data Inc. for general construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

**WHEREAS**, it has been determined there is a revision in the contractual allowance in the amount of \$3,194.00 to the project cost at no additional cost; and

**WHEREAS**, the contract sum will be unchanged by this amount for the revision; and

**WHEREAS**, Navigate and FGM Architects, Inc. have approved the cost adjustment.

**IT IS THEREFORE ORDERED** that the proposed Change Order No. 4 for American Electric & Data Inc. is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

---

Presiding Commissioner

---

Commissioner of 1<sup>st</sup> District

---

Commissioner of 2<sup>nd</sup> District



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Addition and Renovation  
Franklin County Sheriff Station, Jail  
and Communication Center

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: May 21, 2019

**CHANGE ORDER INFORMATION:**  
Change Order Number: 004  
Date: January 14, 2020

FGM Project No.: 18-2562.01

**OWNER:** *(Name and address)*  
Franklin County, Missouri  
400 East Locust street  
Union, Missouri 63084

**ARCHITECT:** *(Name and address)*  
FGM Architects Inc.  
475 Regency Park, Suite 325  
O'Fallon, Illinois 62269

**CONTRACTOR:** *(Name and address)*  
American Electric & Data Inc.  
112 St. Charles Street, POB 340  
New Melle, Missouri 63365

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Troubleshoot broken PVC pipes and repair, per attached.....\$ 3,194.00

Remaining Coordination Allowance (from CO #3).....(\$42,307.00)

Total above items and new Remaining Coordination Allowance.....(\$39,113.00)

The original Contract Sum was	\$	3,419,150.00
The net change by previously authorized Change Orders	\$	37,136.00
The Contract Sum prior to this Change Order was	\$	3,456,286.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	3,456,286.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

FGM Architects Inc.  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

American Electric & Data Inc..  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

Franklin County, Missouri  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Kevin W. Meyer, Project Manager  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Thomas M. Prade,, Owner/President  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Tim Brinker, Commissioner  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING  
CHANGE ORDER #1 TO QUESTEC  
CONSTRUCTORS, INC. FOR THE  
ADDITIONS AND RENOVATION  
TO EXISTING FRANKLIN COUNTY  
SHERIFF STATION, JAIL AND  
COMMUNICATION CENTER**

**WHEREAS**, the Franklin County Commission accepted the proposal from contractor, QuesTec Constructors Inc. for general construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

**WHEREAS**, it has been determined there is a revision in the contractual allowance in the amount of \$4,058.67 to the project cost at no additional cost; and

**WHEREAS**, the contract sum will be unchanged by this amount for the revision; and

**WHEREAS**, Navigate and FGM Architects, Inc. have approved the cost adjustment.

**IT IS THEREFORE ORDERED** that the proposed Change Order No. 1 for QuesTec Constructors Inc. is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Addition and Renovation  
 Franklin County Sheriff Station, Jail  
 and Communication Center

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: May 28, 2019

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 001  
 Date: January 14, 2020

FGM Project No.: 18-2562.01

**OWNER:** *(Name and address)*  
 Franklin County, Missouri  
 400 East Locust street  
 Union, Missouri 63084

**ARCHITECT:** *(Name and address)*  
 FGM Architects Inc.  
 475 Regency Park, Suite 325  
 O'Fallon, Illinois 62269

**CONTRACTOR:** *(Name and address)*  
 QuesTec Constructors, Inc.  
 1390 Boone Industrial Dr., Ste 260  
 Columbia, Missouri 65202

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Digging for underground piping, per attached.....\$ 4,058.67

Coordination Allowance.....(\$30,000.00)

Total above items and remaining coordination Allowance....(\$25,941.33)

The original Contract Sum was	\$ 1,363,900.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,363,900.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 4,058.67
The new Contract Sum including this Change Order will be	\$ 1,363,900.00

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ FGM Architects Inc. <b>ARCHITECT</b> <i>(Firm name)</i>	_____ QuesTec Constructors, Inc. <b>CONTRACTOR</b> <i>(Firm name)</i>	_____ Franklin County, Missouri <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
_____ Kevin W. Meyer, Project Manager <b>PRINTED NAME AND TITLE</b>	_____ David Boyd, V.P. of Operations <b>PRINTED NAME AND TITLE</b>	_____ Tim Brinker, Commissioner <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	_____ <b>DATE</b>	_____ <b>DATE</b>



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF A  
RENEWABLE AGREEMENT WITH ESRI, INC.**

**WHEREAS**, ESRI, Inc provides software maintenance and licenses for Franklin County's GIS System; and

**WHEREAS**, it is necessary that the existing agreement with ESRI, Inc. be renewed in order to insure that the County's GIS System is current; and

**WHEREAS**, ESRI Inc. is willing to provide the necessary maintenance and licensing for the annual cost of \$15,224.95; and

**WHEREAS**, it is permissible to retain the services of ESRI, Inc. without engaging in competitive bidding by virtue of Missouri State Contract Number CT200283001 attached hereto.

**IT IS THEREFORE ORDERED** that the Agreement with ESRI Inc. is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Agreement on behalf of Franklin County.

**IT IS FURTHER ORDERED** that two (2) executed copies of said Agreement and a copy of this Order be provided to ESRI, Inc. and that a copy of this Order and a copy of said Agreement be provided to Larry Sikes, IT Director and to Mark Piontek, County Counselor.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 12/20/2019  
**To:** Larry Sikes  
**Organization:** County of Franklin  
Planning & Zoning Dept  
**Fax #:** 636-583-7320 **Phone #:** 636 583-7354

**From:** Kelsey Feng  
**Fax #:** 909-307-3083 **Phone #:** 909-793-2853 Ext. 4225  
**Email:** kfeng@esri.com

Number of pages transmitted  
(including this cover sheet): 5

Quotation #25926411  
Document Date: 11/01/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup> 380 New York Street  
 Redlands, CA 92373  
 Phone: 909-793-28534225  
 Fax #: 909-307-3083

# Quotation

**Date:** 11/01/2019

**Quotation Number:** 25926411

**Contract Number:** 2014MPA250

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Kelsey Feng

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

County of Franklin  
 Planning & Zoning Dept  
 400 E Locust St Rm 003B  
 Union MO 63084-1864  
**Attn:** Larry Sikes

**Customer Number:** 259059

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 01/01/2020 End Date: 01/29/2021	1,635.37	1,635.37
1010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 01/01/2020 End Date: 01/29/2021	1,308.30	2,616.59
2010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2020 End Date: 01/29/2021	545.12	545.12
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 01/01/2020 End Date: 01/29/2021	436.10	436.10
4010	9	87193	327.07	2,943.67

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Kelsey Feng      **Ext:** 4225

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28534225  
Fax #: 909-307-3083

# Quotation

Page 2

**Date:** 11/01/2019

**Quotation Number:** 25926411

**Contract Number:** 2014MPA250

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 01/01/2020 End Date: 01/29/2021		
5010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 03/08/2020 End Date: 01/29/2021	1,596.87	1,596.87
6010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 01/01/2020 End Date: 01/29/2021	5,451.23	5,451.23

<b>Item Subtotal</b>	15,224.95
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 15,224.95</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28534225  
Fax #: 909-307-3083

# Quotation

Page 3

**Date:** 11/01/2019

**Quotation Number:** 25926411

**Contract Number:** 2014MPA250

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at [http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf](http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf) apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28534225  
Fax #: 909-307-3083

# Quotation

Page 4

**Date:** 11/01/2019

**Quotation No:** 25926411

**Customer No:** 259059

**Contract No:** 2014MPA250

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

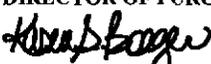
\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT200283001	CONTRACT TITLE GIS Software and Maintenance Support Services
AMENDMENT NUMBER N/A	CONTRACT PERIOD September 1, 2019 through August 31, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 9527757320 2 / MB00029915
CONTRACTOR NAME AND ADDRESS Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373	STATE AGENCY'S NAME AND ADDRESS Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  In accordance with section 34.044, RSMo, contract CT200283001 between the State of Missouri and Environmental Systems Research Institute, Inc. (Esri) is hereby awarded by the State of Missouri consisting of the attached response to SFST30034902000283 and the e-mail from Leslie Killian of Esri dated August 26, 2019, in its entirety.	
BUYER Jennie Rees	BUYER CONTACT INFORMATION Email: <a href="mailto:jennie.rees@oa.mo.gov">jennie.rees@oa.mo.gov</a> Phone: (573) 751-6442 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/26/2019
DIRECTOR OF PURCHASING 	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: SFST30034902000283  
TITLE: GIS Software and Maintenance Support Services  
ISSUE DATE: August 20, 2019

REQ NO.: N/A  
BUYER: Jennie Rees  
PHONE NO.: (573)751-6442  
E-MAIL: jennie.rees@oa.mo.gov

RETURN SOLICITATION NO LATER THAN: AUGUST 23, 2019 AT 2:00 P.M. CENTRAL TIME

TO: ESRI  
380 NEW YORK STREET  
REDLANDS, CA 92373

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	jennie.rees@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

CONTRACT PERIOD: September 1, 2019 through August 31, 2020

DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO THE FOLLOWING ADDRESS:

STATEWIDE – VARIOUS LOCATIONS THROUGHOUT THE STATE

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered at the time their SFS proposal is submitted to the state, the company must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Environmental Systems Research Institute, Inc. (Esri)		MB00029915	
MAILING ADDRESS			
380 New York Street			
CITY, STATE, ZIP CODE			
Redlands, CA, 92373			
CONTACT PERSON		EMAIL ADDRESS	
Leslie Killian		LKillian@esri.com	
PHONE NUMBER		FAX NUMBER	
(636) 949-6620			
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		August 23, 2019	
PRINTED NAME		TITLE	
Timothy Brazeal		Manager, Government & Commercial Contracts	



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Contract/Agreements

## IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH PROCAT

**WHEREAS**, ProCAT provides technical support services to Franklin County for the benefit of the Franklin County Court Reporters; and

**WHEREAS**, it is necessary that the existing agreement with ProCat be renewed in order maintain said technical support services; and

**WHEREAS**, ProCat has agreed to provide access to their Standard Plan to Franklin County at an annual fee of \$645.00 as shown in the contract which is attached hereto and incorporated by reference herein; and

**IT IS THEREFORE ORDERED** that the Agreement with ProCat is hereby approved and that Presiding Commissioner, Tim Brinker, is authorized to execute said Agreement on behalf of Franklin County.

**IT IS FURTHER ORDERED** that an executed copy of said agreement and a copy of this Order be provided to ProCat; and Ann Struttmann, Purchasing Director.

---

Presiding Commissioner

---

Commissioner of 1<sup>st</sup> District

---

Commissioner of 2<sup>nd</sup> District

**ProCAT**

5115 Douglas Fir Road, Suite L  
 Calabasas, CA 91302  
 Tel. (818) 222-5010  
 Fax: (818) 222-5120

**Invoice**

Notice Number: 10241  
 Customer No.: PAR99  
 Expiration Date: 02/01/2020

**Make a secure payment at: [www.procat.com/product/support](http://www.procat.com/product/support)**

**Renee, Parrett**  
 P.O. Box 1332

Steelville, MO 65565

Invoice Date:	Period Covered:	Terms:	Salesperson:
01/07/2020	02/02/2020-02/01/2021	Upon Receipt	Owens D

Description	Unit Price	QTY	Extended
You are currently enrolled in the <b>Standard</b> plan(s).			
<b>Please Select a Plan:</b>			
Premier care: 24-Hours Per Day	845.00		
Extended Support: 9:00 a.m. to 9:00 p.m.	745.00		
Standard: Business Hours	645.00		
Enter your choice here:		x 1	
<b>Total:</b>			
<b>Plan Members:</b>			
<b>Payment method:</b> <a href="http://www.procat.com/shop">Make a Secure Payment at www.procat.com/shop</a>			
Check enclosed: \$ _____			
Charge my Visa/MasterCard: _____			
Code: _____			
Account name: _____			
Expiration date: _____			
Authorized Signature: _____			

The following **Single-User Support** plans include software update(s) download via the web and technical assistance via telephone/Internet within the Technical support services offered in our **Standard Plan** are limited to 9:00 a.m. to 5:00 p.m. during your time zone Monday through Friday. The **Extend Plan** subscribers are eligible in addition to the above, to call our technical support hotline Monday through Saturday, 9:00 a.m. to 9:00 p.m. (your local **Premier Care Plan** provides technical service 24 hours per day excepting holidays, in addition the services described above. Technical support department **closed on national holidays**. Quarterly software updates (if any) will be available for your download from our website. The quarterly software update announcement will be made in our user forums and electronically via e-mail. Major software update announcements will be made electronically via an email, or in printer newsletter.

Technical support plans are optional. However, if you do not have a valid support plan, you must pay a minimum fee of \$85 per issue/hour during our business hours or \$125 per call during our off hours. Please have your credit card number ready when you call for this service. We regret that we will be unable to provide assistance without an approved method of payment. We accept Visa, MasterCard, and AmericanExpress. You must pay for back updates if you let your plan expire.

The plans described above entitle only the person named herein to receive the services described. This is an individual plan, it does not cover agency/firm's employees/contractors. Support plans are not transferable. We cannot accept calls from alternate callers. Support plans are available for you please call our Customer Service Department for information regarding registering your scope. These plans DO NOT cover maintenance on your *writer, cc printer*. Any software update provided in accordance with the terms of these plans is for the exclusive use of the person named above. Software updates will be provided in accordance to the terms and conditions of the original Purchase Agreement and Single-User Software Licensing Agreement. Your acceptance of these plans and the software warranty are further acknowledged by attaching your electronic signature during software installation. You accept all terms of the software. Software support plans are not returnable or refundable. ProCAT reserves the right to cancel a support plan due to misuse, abusive use, or unprofessional conduct.

**Agreed:** \_\_\_\_\_

**Important: Please include a signed copy of this invoice with your payment. Thank you.**



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Contract/Agreement

**IN THE MATTER OF APPROVING  
A LIMITED LICENSE AGREEMENT  
WITH TAYLOR ENGINEERING, LLC  
FOR THE USE OF GIS DATA DEVELOPED  
BY FRANKLIN COUNTY**

**WHEREAS**, Franklin County has developed a comprehensive GIS data system and is willing to provide access to and use thereof to requesting parties; and

**WHEREAS**, Taylor Engineering, LLC is a full service engineering firm that provides not only engineering services, but also surveying, materials testing, and construction inspection services in Franklin County; and

**WHEREAS**, Taylor Engineering, LLC would like to access Franklin County's comprehensive GIS data system as they are in the process of expanding Labadie Creek Watershed Sewer Districts sewer collection system and are in need of parcel and aerial files; and

**WHEREAS**, Taylor Engineering, LLC is willing to be bound by the terms required by Franklin County to include those set forth in the agreement as well as those set forth in this Order.

**IT IS HEREBY ORDERED** by the Franklin County Commission that entering into an agreement with Taylor Engineering, LLC is hereby approved and that the Presiding Commissioner of Franklin County is hereby authorized to execute such agreement on behalf of Franklin County.

**IT IS FURTHER ORDERED** that a copy of this Order and an executed copy of the agreement be provided to Taylor Engineering, LLC; Scottie Eagan, Planning and Zoning; and to Ann Struttman, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**COOPERATIVE AGREEMENT PERTAINING TO  
LIMITED LICENSE AGREEMENT**

This Cooperative Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020; by and between the County of Franklin, Missouri (hereinafter County) and Taylor Engineering, LLC. (hereinafter Licensee), and in exchange for the mutual promises herein contained agree as follows:

This Agreement and the ability of County to enter into this Agreement are authorized by Section 70.210 RSMo and following:

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

1. The term "GIS data base" used in this agreement means all computer generated digitized files developed, retained and which may be developed by Franklin County, Missouri, as part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Franklin County, Missouri, has protected legal rights to the GIS data base provided hereunder in existence or hereafter developed and that said GIS data base the proprietary, intellectual property of County.
2. The undersigned Licensee hereby agrees to use said GIS data base solely for authorized business purposes within the scope of Licensee's business. Subject to the terms and conditions of this Agreement, County hereby grants Licensee a limited, non-exclusive, non-assignable License to use the GIS data base in this License Agreement 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 data base under this License Agreement it shall preserve all of County's right, title, and interest in the GIS data base.
3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other format, or transfer them to any person or entity of any type without the consent of County. 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 Franklin County, Missouri.

4. Licensee acknowledges and agrees that 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 proprietary information. Licensee will not, under any circumstances, disclose or disseminate the GIS files 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 Database from County, now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS Database in the condition provided. County shall be under no obligation to provide informing Licensee that maintenance has been performed on the GIS Database, or that the information provided in the GIS Database has been updated or in any fashion changed. County expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall County 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. The Licensee further covenants that it releases and discharges County and its officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS Database provided hereunder, and that Licensee shall not, under any circumstance, hold liable either County, or its officers, employees, or agents for any use made of them by the undersigned Licensee.
6. Notwithstanding the provisions of paragraph 7 below, the undersigned further pledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Franklin County Commission.

County may terminate this Agreement by providing written notice to Licensee at least thirty (30) days in advance of the effective date of the termination.

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 County. Within thirty (30) days of any termination, Licensee shall





Commission Order No. 2020-36

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreement

## IN THE MATTER OF APPROVING THE PURCHASE OF CRIMINAL INVESTIGATIONS SOFTWARE FROM SHI INTERNATIONAL CORP.

**WHEREAS**, Cellebrite, Inc. has provided criminal investigations software to the Franklin County Narcotics Enforcement Unit; and

**WHEREAS**, the Sheriff's Department and Detective Walk desire to also utilize the same criminal investigations software provided by SHI International Corp.; and

**WHEREAS**, the quote submitted by SHI International Corp. is for a fee of \$3,792.50 per year for the term from March 22, 2020 through March 21, 2021; and

**WHEREAS**, it is permissible to retain the services of SHI International Corp. by virtue of Missouri State Contract Number CT160910001.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the renewal for criminal investigations software provided by SHI International Corp. in the amount of \$3,792.50 is hereby approved and that Presiding Commissioner is authorized to execute the necessary documents to effectuate the purchase.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to the Franklin County Sheriff's Department; Detective Walk; and Ann Struttmann, Purchasing Director.

---

Presiding Commissioner

---

Commissioner of 1<sup>st</sup> District

---

Commissioner of 2<sup>nd</sup> District



Pricing Proposal  
 Quotation #: 18318962  
 Created On: 1/16/2020  
 Valid Until: 2/15/2020

**County of Franklin**

**Ann Struttmann**  
 MO  
 United States  
 Phone: 636-584-6279  
 Fax:  
 Email: astruttmann@franklinmo.net

**Inside Account Manager**

**Gabriella Jimenez**  
 290 Davidson Ave  
 Somerset, NJ,08873  
 Phone: 800-527-6389 EXT 6520247  
 Fax:  
 Email: gabriella\_jimenez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 UFED 4PC ultimate SW renewal Cellebrite - Part#: A-SOW-11-003 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Serial #: 628767479 Coverage Term: 3/22/2020 – 3/21/2021	1	\$3,792.50	\$3,792.50
<b>Total</b>			<b>\$3,792.50</b>

**Additional Comments**

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

June 26, 2019

**CONTRACT TITLE:** PC PRIME VENDOR SERVICES

<b>CURRENT CONTRACT PERIOD:</b>	July 1, 2019 through June 30, 2020	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	February 9, 2018 through June 30, 2019
	Renewal Options Available:	Two (2) One-Year Periods
	Potential Final Expiration:	June 30, 2022
<b>BUYER INFORMATION:</b>	Christopher Lozuaway 573-751-1567 <a href="mailto:Christopher.Lozuaway@oa.mo.gov">Christopher.Lozuaway@oa.mo.gov</a>	

**QUOTES MAY BE REQUESTED FROM SHI INTERNATIONAL CORP. PRIOR TO APRIL 1, 2018;  
HOWEVER, ORDERS SHALL NOT BE PLACED UNTIL APRIL 1, 2018.**

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES WHO FALL UNDER RSMO 34.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT160910001	2230096480 0 / MB00084470	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873 Phone: (512) 517-4088 Fax: (732) 868-5903 Web Address: <a href="http://www.shi.com">www.shi.com</a>	<ul style="list-style-type: none"> <li>SHI (MBE/WBE)</li> </ul>	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
7/1/19-6/30/20	5/22/19	<ul style="list-style-type: none"> <li>• <b>Contract Renewed.</b></li> </ul>
2/19/18-6/30/19	2/15/19	<ul style="list-style-type: none"> <li>• Attachment A updated with current SHI contact information.</li> <li>• Incorrect RFP was uploaded as Exhibit C on the Website. Adding the RFP to replace the current Exhibit C, which is a copy of this document, the Notification of Statewide Contract.</li> </ul>
2/19/18-6/30/19	5/25/18	<ul style="list-style-type: none"> <li>• Contact information updated in Attachment A – SHI International Corp. Contact Information for the “State of Missouri Field Based Sales Team” and “State of Missouri Contract Related or Field Escalation issues” section added. “State of Missouri Primary Point of Contact” section removed.</li> </ul>
2/19/18-6/30/19	5/23/18	<ul style="list-style-type: none"> <li>• Updated information on Microsoft purchases excluding only specific Microsoft agreement numbers listed under Microsoft Master agreement number 01E73365 from the PC Prime Vendor Services contract through June 30, 2018.</li> <li>• Attachment E - Microsoft Agreement Number Exclusion through June 30, 2018 added.</li> </ul>
2/9/18 – 6/30/19	4/16/18	<ul style="list-style-type: none"> <li>• Updated State of Missouri Field Based Sales Team contact information for State Agencies to Rick Wolters within Attachment A – SHI International Corp. Contact Information.</li> </ul>
2/9/18 – 6/30/19	4/13/18	<ul style="list-style-type: none"> <li>• Updated the Table of Contents, adding Attachment D – State of Missouri Employee Purchase Program Registration</li> <li>• Updated SHI website login and contact information in paragraph 1.4,</li> <li>• Updated the employee purchase program website and registration information in paragraph 1.8, and</li> <li>• Added Attachment D – State of Missouri Employee Purchase Program Registration</li> </ul>
2/9/18 – 6/30/19	4/3/18	Updated the Website Access password information in Attachment A – SHI International Corp. Contact Information
2/9/18 – 6/30/19	4/2/18	Transition Language Removed, RoundTrip Catalog Information Added, Attachment A – SHI International Corp. Contact Information Phone Number Amended on Page 2, and Attachment C – RFPT30034901600910 Added
2/9/18 – 6/30/19	3/26/18	Contract awarded

**NOTICE: EFFECTIVE APRIL 1, 2019, ROUNDTrip CATALOG IS AVAILABLE WITHIN MISSOURIBUYS TO PLACE ORDERS FROM.**

**NOTICE: ATTACHMENT E HAS BEEN ADDED TO THE CONTRACT EXCLUDING ONLY THE SPECIFIED AGREEMENT NUMBERS OF MICROSOFT PRODUCTS LISTED UNDER MASTER AGREEMENT NUMBER 01E73365 UNDER THE PC PRIME VENDOR SERVICES CONTRACT THROUGH JUNE 30, 2018.**



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Annexation

**IN THE MATTER OF ANNEXATION  
ORDINANCE #19-13018 FROM THE  
CITY OF WASHINGTON FILED WITH THE CLERK  
OF THE FRANKLIN COUNTY COMMISSION**

**WHEREAS**, on January 21, 2020, the City of Washington filed their annexation ordinance #19-13018 with the Clerk of the Franklin County Commission in accordance with Section 71.012 RSMo; and

**WHEREAS**, said ordinance #19-13018 approved the annexation of certain territory into the corporate limits of the City of Washington; and

**WHEREAS**, the governing body of the City of Washington has prior hereto determined that said area meets the criteria required by Missouri Statutes and that the proper procedures have been followed.

**NOW THEREFORE**, the Franklin County Commission recognizes that the City of Washington, Missouri has extended its corporate limits to include the territory as described in "Exhibit A" which is attached hereto and incorporated by reference herein.

**IT IS HEREBY ORDERED** that a copy of this order and a copy of City of Washington's Ordinance #19-13018 to the Franklin County Assessor's Real Estate and Personal Property Department; Franklin County Highway Administrator; Franklin County Collector of Revenue; Franklin County Sheriff; Franklin County Planning & Zoning Department; Franklin County Voter Registration and Election Department; Franklin County Recorder of Deeds; and the City of Washington.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



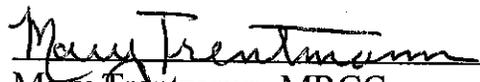




STATE OF MISSOURI  
COUNTY OF FRANKLIN

I, Mary Trentmann, City Clerk, for the City of Washington, Franklin County, Missouri, hereby certify that the attached document constitutes a full, true and correct copy of Ordinance No. 19-13018 which was passed and approved of November 18, 2019 as fully as the same appears on the records in my office and are still in effect on the date of this certification.

In witness hereof, I have hereunto set my hand and affixed the seal of the City of Washington, Missouri, this 19<sup>th</sup> day of November, 2019.

  
Mary Trentmann, MRCC  
City Clerk

City Seal



BILL NO. 19-12076

INTRODUCED BY HOLTMEIER

ORDINANCE NO. 19-13018

AN ORDINANCE ANNEXING 1.54 ACRES OF LAND  
ADJACENT TO THE CITY LANDFILL INTO THE CITY OF  
WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, on September 30, 2019, a verified petition signed John Struckhoff owner of the tract of real estate described, requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Washington, Missouri; and

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the city limits of the City of Washington and,;

WHEREAS, the City Council held a public hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on Monday, October 28, 2019 at 7:00 p.m. during a regular meeting of the City Council; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on in the "Washington Missourian", a bi-weekly newspaper of general circulation in the County of Franklin, State of Missouri; and

WHEREAS, at said public hearing, all persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation of the land described this ordinance; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Washington, Missouri, within fourteen (14) days after said public hearing; and

WHEREAS, the City Council of the City of Washington, Missouri does find and determine that said annexation of the land described in this ordinance is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The boundaries of the City of Washington, Missouri, are hereby

altered to encompass the tracts of land described in Exhibit A of this ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 2: Pursuant to the provisions of Section 71.012 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri;

SECTION 3: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

SECTION 4: The City Council hereby repeals Ordinance #17-11654 with the passage of this Ordinance.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED: 11-18-19 \_\_\_\_\_

ATTEST: Mary Treutman Sandy Lewis  
City Clerk President of the City Council

APPROVED: 11-18-19 \_\_\_\_\_

ATTEST: Mary Treutman Sandy Lewis  
City Clerk Mayor of Washington, Missouri

## EXHIBIT " A "

Part of the Northwest 1/4 of Section 8, Township 44 North, Range 1 West in Franklin County, Missouri, and described as follows:

Commencing at a PK nail over an iron rod in Bluff Road at the West 1/4 corner of said Section 8, thence with the section line, North  $0^{\circ}39'52''$  East 407.84 feet to the centerline intersection of Struckhoff Lane, 40 feet wide as per Document Number 2005-13618, thence leaving the section line, with said centerline, North  $60^{\circ}46'46''$  East 462.53 feet, thence on a curve to the right, having an arc length of 199.88 feet ( the radius of said curve being 401.00 feet and the chord of which is North  $75^{\circ}03'34''$  East 197.88 feet ), thence leaving said centerline, North  $0^{\circ}39'38''$  West 20.00 feet to a 1/2" iron rod at the Southeast corner of JJ'S Place, as per Document Number 2005-13618, same being on the North right of way line of Struckhoff Lane, thence with said right of way line, on a curve to the right, having an arc length of 7.00 feet ( the radius of said curve being 421.00 feet and the chord of which is North  $89^{\circ}48'57''$  East 7.00 feet ), thence South  $89^{\circ}42'28''$  East 583.77 feet to a 1/2" iron rod with a cap L.S. 1615, and the **POINT of BEGINNING** of the tract of land herein described, continue South  $89^{\circ}42'28''$  East 58.00 feet to a 1/2" iron rod with a cap L.S. 1615, thence North  $35^{\circ}27'59''$  East 259.33 feet to a 1/2" iron rod with a cap L.S. 1615, thence North  $62^{\circ}16'44''$  East 60.00 feet to a 1/2" iron rod with a cap L.S. 1615, thence South  $27^{\circ}43'16''$  East 242.89 feet to a 1/2" iron rod with a cap L.S. 1615, continue South  $27^{\circ}43'16''$  East 97.10 feet to a 1/2" iron rod with a cap L.S. 1615, thence North  $89^{\circ}42'28''$  West 420.05 feet to a 1/2" iron rod with a cap L.S.1615, thence North  $0^{\circ}17'32''$  East 60.00 feet to the **POINT of BEGINNING**, and containing 1.547 acres more or less.  
Together with the non-exclusive right of ingress and egress over Struckhoff Lane.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Contract/Agreement

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT WITH KARPEL SOLUTIONS  
FOR A CRIMINAL CASE MANAGEMENT SYSTEM**

**WHEREAS**, it is necessary for the County of Franklin to enter into an agreement with Karpel Computer Systems, Inc., a Missouri corporation, to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel that has been licensed to the County of Franklin, Missouri; and

**WHEREAS**, the County of Franklin will pay Karpel Computer Systems, Inc. a one-time flat fee of \$1,000.00 for the migration of their PbK licensed copy through its website; and

**WHEREAS**, the County of Franklin will pay Karpel Computer Systems, Inc. a fee of \$100.00 for each user that has access to the licensed copy of the PbK application through Karpel Computer Systems, Inc.'s HOSTEDbyKarpel hosting platform for a total of 23 users with additional users charged at the rate of \$100.00 per user; and

**WHEREAS**, Karpel Computer Systems, Inc. will provide aggregate document/file storage up to 2TB and any additional storage above 2TB will be billed at a flat fee of \$100.00 per 1TB/per month.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Presiding Commissioner is hereby authorized and directed execute a HOSTEDbyKarpel Agreement for PROSECUTORbyKarpel, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County. The County Clerk is hereby authorized and directed to attest to and affix the seal of the County to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order. And

**IT IS FURTHER ORDERED**, the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order and that a copy of this Order be provided to Matthew Becker, Prosecuting Attorney, Tim Baker, County Clerk, and Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

Karpel Solutions  
 9717 Landmark Parkway Drive  
 Suite 200  
 St. Louis, MO 63127  
 (314) 892-6300

<b>Bill To:</b>
Franklin County Prosecutor's Office-MO Attn: Michele Briggs 15 S. Church St. Room 204 Union, MO 63084 United States

<b>Date</b>	<b>Invoice</b>
09/06/2019	43785

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Due Upon Receipt	09/06/2019		Annual Billing for 2019-2020

Managed Services Details	Quantity	Price	Amount
Agreement PBK Annual Hosting			
Annual PBK Hosting Fee pro-rated September -December 2019 23 users/5.00 per user for 4 months	1.00	\$460.00	\$460.00
Annual PBK Hosting Fee- 2018-2019 FEE	22.00	\$60.00	\$1,320.00
<b>Total Managed Services Details:</b>			<b>\$1,780.00</b>

Make checks payable to: NEW ADDRESS  Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	<b>Invoice Subtotal:</b>	\$1,780.00
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$1,780.00</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$1,780.00</b>



---

9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

# FRANKLIN COUNTY ATTORNEY'S OFFICE MO

**HOSTEDbyKarpel  
AGREEMENT FOR**



HOSTEDbyKarpel®

**TABLE OF CONTENTS**

- 1. DEFINITIONS ..... 2
- 2. FEES AND TERMS ..... 3
- 3. SERVICE LEVEL COMMITMENT ..... 4
- 4. CUSTOMER OBLIGATIONS ..... 4
- 5. CONFIDENTIALITY ..... 5
- 6. OWNERSHIP OF INTELLECTUAL PROPERTY ..... 6
- 7. WARRANTY ..... 6
- 8. LIMITATION OF LIABILITY ..... 7
- 9. INDEMNIFICATION ..... 8
- 10. TERMINATION ..... 9
- 11. MARKETING ..... 9
- 12. GENERAL PROVISIONS ..... 9
- 13. ENTIRE AGREEMENT ..... 11

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and County of Franklin a political subdivision of the State of Mo (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

## 1. DEFINITIONS

- a. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. “Client Content” means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. “Enhancements” means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. “Intellectual Property” means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
- g. “Personally Identifiable Information” means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. “PbK” means the PROSECUTORbyKarpel criminal case management system and specifically the Client’s licensed copy of PROSECUTORbyKarpel

- i. "DbK" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.
- j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
- k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- m. "Website" means the content and functionality currently located at the domain [www.hostedbykarpel.com](http://www.hostedbykarpel.com) on the internet, or any successor or related domain that provides access to the Software and Service

## **2. FEES AND TERMS**

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of 23 users of Client are authorized access to the Service under this Agreement and the aggregate document / file storage space for all users included with the hosted fee is two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$100 per 1TB / per month with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Client will pay Karpel Solutions a flat one-time fee of \$1,000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.

- c. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

### **3. SERVICE LEVEL COMMITMENT**

- a. UPTIME. Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. SCHEDULED MAINTENANCE. Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. DATA RETENTION AND BACKUPS. As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. AUDITS AND SECURITY. Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. DATA TRANSMISSION. Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. DATA LOCATION. Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

### **4. CUSTOMER OBLIGATIONS**

- a. PASSWORD PROTECTION. Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's

use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

## **5. CONFIDENTIALITY**

**CONFIDENTIALITY.** Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the

disclosing party in seeking a protective order with respect to the Confidential Information requested.

- c. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

## **6. OWNERSHIP OF INTELLECTUAL PROPERTY**

- a. KARPEL SOLUTIONS OWNERSHIP. Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. CLIENT OWNERSHIP. Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## **7. WARRANTY**

- a. LIMITED WARRANTY. Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. INTERNET. Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. SYSTEM REQUIREMENTS. Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.

- d. **WARRANT LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
  
- e. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
  
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

## **8. LIMITATION OF LIABILITY**

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## 9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.
- b. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

- c. **NOTIFICATION.** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

## **10. TERMINATION**

- a. **TERMINATION.** Client may terminate this Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.
- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

## **11. MARKETING**

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information; such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

## **12. GENERAL PROVISIONS**

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is

unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.

- c. FORCE MAJEURE. Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- d. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions  
9717 Landmark Parkway, Suite 200  
St. Louis, MO 63127  
(314) 892-6300  
[mziemianski@karpel.com](mailto:mziemianski@karpel.com)

- f. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Missouri, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

**13. ENTIRE AGREEMENT**

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

**Franklin County,MO**

**Karpel Solutions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, January 28, 2020  
Contract/Agreement

**IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH MISSOURI OFFICE OF PROSECUTION SERVICES FOR THE USE OF A PRODUCT DEVELOPED BY KARPEL SOLUTIONS**

**WHEREAS**, the Missouri Office of Prosecution Services is the enterprise license owner of PBK, a product of Karpel Solutions; and

**WHEREAS**, PBK is a program that provides automated case management and criminal history reporting services to prosecutors' offices; and

**WHEREAS**, Section 56.750 RSMO provides that the Missouri Office of Prosecution Services may assist in the development, support and maintenance of automated case management and criminal history reporting systems approved by the Prosecutors Coordinators Training Council which has approved PBK; and

**WHEREAS**, the Missouri Office of Prosecution Services will charge the County of Franklin a fee of \$450.00 for annual maintenance costs and an additional \$65.00 per PBK user for a total of 23 users for additional technology related expenses, including, but not limited to, Statewide Lookup and OCN Lookup/data retrieval.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Presiding Commissioner is hereby authorized and directed execute a License Use Memorandum of Understanding by and between the County of Franklin and the Missouri Office of Prosecution Services, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County. The County Clerk is hereby authorized and directed to attest to and affix the seal of the County to the said Memorandum and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**IT IS FURTHER ORDERED**, the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order and that a copy of this Order be provided to Matthew Becker, Prosecuting Attorney, Tim Baker, County Clerk, and Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



MISSOURI ASSOCIATION OF PROSECUTING ATTORNEYS

PRESIDENT
Tim Lohmar

www.prosecutors.mo.gov
(573) 751-0619

EXECUTIVE DIRECTOR
Darrell Moore

Matthew Becker
Franklin County Prosecutor
15 S. Church St.
Union, MO 63084

January 22, 2020

INVOICE
2020 MAPA, NDAA & Technology Dues for
Franklin County

Table with 2 columns: DESCRIPTION and AMOUNT. Rows include: MAPA & NDAA Dues for Elected Prosecutor (\$698.36), MAPA Assistant Prosecutor Dues # 8 Assistant PA(s) @ \$106.12/each (\$848.96), NDAA Assistant Prosecutor Dues # 8 Assistant PA(s) @ \$95.00/each (optional) (\$760.00), MAPA Investigator Dues # 2 Investigator(s) @ \$106.12/each (\$212.24), Technology Dues for 23 Users (\$11,845.00), and GRAND TOTAL: DUE BY: 2/14/2020 (\$14,314.56).

Make checks payable to:

MAPA
P.O. Box 899
Jefferson City, MO 65102

If you have any questions concerning this invoice, contact Thomas Clinton, at (573) 522-1838.

## License Use Memorandum of Understanding

January 1, 2020 – December 31, 2020

THIS AGREEMENT is entered into between Missouri Office of Prosecution Services, hereinafter “MOPS”, and the Prosecuting Attorney’s Office of **Franklin County**, Missouri, hereinafter “COUNTY”, and

WHEREAS, section 56.750, RSMo provides that MOPS may “assist in the development, support and maintenance of automated case management and criminal history reporting systems approved by the Prosecutors Coordinators Training Council as the standard utilized by prosecuting attorneys and circuit attorney”, and

WHEREAS, the Prosecutors Coordinators Training Council has approved “PBK”, a product of Karpel Solutions, hereinafter “Karpel” as the standard utilized by prosecuting attorneys and circuit attorney, and

WHEREAS, the State of Missouri, through MOPS, has entered into a contract with Karpel Solutions to provide automated case management system and criminal history reporting services to prosecutors’ offices, and

WHEREAS, MOPS is the Enterprise license owner for PBK for the State of Missouri, and

WHEREAS, MAPA and MOPS have entered into an agreement that MAPA will collect the user fees for PBK as a part of its dues from the county offices, and will remit the Technology fees including the PBK user fees to MOPS from the dues collected by it,

THEREFORE, the parties agree as follows:

1. That COUNTY agrees to utilize PBK as the sole automated case management system and criminal history reporting system within its office;
2. That COUNTY agrees to use MOPS as the sole point of contact with Karpel for any new or existing contractual services and development requests (including but not limited to enhancement requests and pilot/beta test requests by Karpel);
3. That COUNTY agrees to utilize only the most recent version of PBK as approved by MOPS;
4. That COUNTY agrees to utilize the electronic case transfer function (“Transfer to Court”) with the Office of the State Courts Administrator (OSCA) and further agrees to enter into any agreements necessary to effectuate said function;

5. That COUNTY agrees to provide the name and contact information for its local PBK system administrator to MOPS and to update MOPS of any change of information for the local PBK system administrator within 5 business days of such change (see attachment);
6. That COUNTY agrees to enter all criminal cases into PBK and fully dispose of them within the system for the purpose of reporting criminal case dispositions to the Missouri State Highway Patrol (MSHP) CJIS Division, pursuant to RSMo 43.503;
7. That the COUNTY agrees to comply with any and all security requirements adopted by MOPS upon notification of adoption. Such security requirements may be developed from recommendations from the Missouri Association of Prosecuting Attorneys (MAPA) Steering Committee on Case Management and/or approved by the MAPA Board of Directors and the Prosecutors Coordinators' Training Council;
8. That the current charge for the use of PBK is **\$450.00 PER USER** for annual maintenance costs and that an additional \$65.00 per PBK user shall be due for additional technology related expenses, including, but not limited to Statewide Lookup and OCN Lookup/data retrieval;
9. That said contract will expire on December 31, 2027 and that MOPS and Karpel have the rights to renegotiate a new contract or decline to enter into another contract which may result in a different annual maintenance amount due to Karpel;
10. That COUNTY shall be invoiced annually from MOPS at the beginning of each calendar year. The COUNTY shall then make payment to MOPS no later than the 30<sup>th</sup> of January for that calendar year. The COUNTY shall pay to MOPS a prorated portion of the annual maintenance for any new users added during the year, said payment to be made within thirty days of such user being added, based on the number of whole months remaining in the year from the date the new user is added, and that the COUNTY shall report the addition of any new users added by the first day of the month following such addition;
11. That COUNTY currently is authorized **23** users to be covered by MOPS under this agreement. The COUNTY shall be solely responsible for the expense of any other license(s) that fall outside of the authorized user amount stated above;
12. That COUNTY shall not add any users without the express approval of MOPS;
13. That MOPS shall allow COUNTY the use of **23** PBK licenses;
14. This agreement shall be in effect from January 1, 2020 to December 31, 2020;
15. If, in the judgment of MOPS, COUNTY has not met the requirements of paragraphs 1, 2, 3, 4, 5, 6, or 7 MOPS reserves the right to terminate its annual license use memorandum of [www.prosecutors.mo.gov](http://www.prosecutors.mo.gov)

understanding under this agreement after providing thirty (30) days written notice to COUNTY;

16. Such notice under paragraph 15 may only be given if MOPS has provided COUNTY with written demand to correct the violations of paragraphs 1, 2, 3, 4, 5, 6, or 7 and has provided COUNTY with 30 days in which to comply;
17. This agreement supersedes all other agreements, either written or oral, between MOPS and COUNTY relating to automated case management systems and criminal history reporting systems;
18. Either party may terminate this agreement upon thirty (30) days written notice to the other party;
19. The laws of the State of Missouri shall govern this agreement.

WHEREFORE, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

---

**Darrell Moore**  
Executive Director  
Missouri Office of Prosecution Services



---

**Matthew Becker**  
Prosecuting Attorney  
**Franklin County**

# PBK System Administrator Information Sheet

## Franklin County

### 1. System Administrator #1

- a. NAME: Michele Briggs
- b. TITLE: Ofc. Mgr.
- c. PHONE NUMBER: 636 583 6370
- d. E-MAIL: mbriggs@franklinmo.net

### 2. System Administrator #2

- a. NAME: Matthew Houston
- b. TITLE: Asst. Prosecutor
- c. PHONE NUMBER: 636 583 6370
- d. E-MAIL: mhoustn@franklinmo.net

### 3. System Administrator #3

- a. NAME: Keri Nieters
- b. TITLE: Support Staff
- c. PHONE NUMBER: 636 583 6370
- d. E-MAIL: knieters@franklinmo.net