



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Regular Meeting

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

Agenda

Tuesday, August 20, 2019

10:00 AM

Commission Chambers

Opening

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Second District Commissioner Dave Hinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Minutes Approval

1. Tuesday, August 13, 2019
2. Thursday, August 15, 2019

III. Public Request for Discussion/Action

IV. Action Items

- Commission Order 2019-357** In the Matter of Approving and Authorizing an Agreement with Wunderlich Surveying & Engineering, Inc.
- Commission Order 2019-358** In the Matter of Approving and Authorizing Execution of an Agreement with the Missouri Department of Health and Senior Services Pertaining to Public Health Emergency Preparedness
- Commission Order 2019-359** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property to Robin Brussel
- Commission Order 2019-360** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property to Lawrence Kopecky
- Commission Order 2019-361** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property to Paul Kresyman
- Commission Order 2019-362** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property to Daniel Wheeler
- Commission Order 2019-363** In the Matter of Approving a Lease Agreement Pertaining to Real Property Acquired by Franklin County through Flood Buy-Out Programs
- Commission Order 2019-364** In the Matter of Approving and Authorizing Execution of Documents Pertaining to the Transfer of Certain Real Property to the City of St. Clair, Missouri

- i. **Commission Order 2019-365** In the Matter of Approving and Authorizing Execution of an Agreement with AT&T and NetMotion Wireless
- j. **Commission Order 2019-366** In the Matter of Approving and Authorizing Execution of an Agreement with AT&T for Local Private Line Service
- k. **Commission Order 2019-367** In the Matter of Approving and Authorizing Execution of an Agreement with Spectrum for the Installation of Fiber Internet Access
- l. **Commission Order 2019-368** In the Matter of Approving and Authorizing Execution of an Agreement with Evans Consoles Incorporated
- m. **Commission Order 2019-369** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon

V. Discussion Items and Reports

- A. Elected Official and Departmental Reports (As Needed)
- B. Commission Discussion

VI. Years of Service Recognition

- A. Angela Stanton, 20 years of service 1999-2019
- B. Timothy Miller, 25 years of service 1994-2019

VII. Adjournment



County Commission

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Regular Meeting

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Minutes

Tuesday, August 13, 2019

10:00 AM

Commission Chambers

Opening

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Monte Miller, Missourian	<input checked="" type="checkbox"/>			
Jenny Metcalf, Recorder of Deeds	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			
Doug Trentmann, Collector	<input checked="" type="checkbox"/>			
Lt. Allen Beckett	<input checked="" type="checkbox"/>			
Tony Henry, Maintenance Director	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Jane Luechtefeld, Clerk's Office	<input checked="" type="checkbox"/>			
Abe Cook, EMA	<input checked="" type="checkbox"/>			
Aaron Aitch, EMA	<input checked="" type="checkbox"/>			
Ron Williams, Highway Administrator	<input checked="" type="checkbox"/>			
A&W Communications Representative	<input checked="" type="checkbox"/>			
Nichole Zielke, P&Z	<input checked="" type="checkbox"/>			
Scottie Eagan, P&Z Director	<input checked="" type="checkbox"/>			

II. Minutes Approval

1. Tuesday, August 6, 2019 10:00 a.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

2. Tuesday, August 6, 2019 11:00 a.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

3. Tuesday, August 6, 2019 1:30 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

4. Tuesday, August 6, 2019 1:45 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

5. Tuesday, August 6, 2019 2:30 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

6. Tuesday, August 6, 2019 3:00 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

7. Thursday, August 8, 2019 9:00 a.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

8. Thursday, August 8, 2019 11:30 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

9. Thursday, August 8, 2019 1:00 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

III. Public Request for Discussion/Action

IV. Action Items

- a. **Commission Order 2019-337** In the Matter of Adopting the Franklin County Collective Bargaining Policy

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- b. **Commission Order 2019-338** In the Matter of the Application for Amendments to Franklin County's Unified Land Use Regulations Filed by the Planning and Zoning Department Being File #190152

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- c. **Commission Order 2019-339** In the Matter of the Application for Amendments to Franklin County's Unified Land Use Regulations filed by the Planning and Zoning Department Being File #190153

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- d. **Commission Order 2019-340** In the Matter of Amending Section 304.010 of the Franklin County Traffic Code Pertaining to Speed Limits

Ron Williams, Highway Administrator, explains the process of assessing the increased speed limits. The criteria included road data, road conditions and verification of this data.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- e. **Commission Order 2019-341** In the Matter of Renewing a Contract with Wilson and Company for Health Insurance Brokerage Services

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- f. **Commission Order 2019-342** In the Matter of Authorizing Lt. Scott Reed to Execute Necessary Documents to Pick-Up Vehicles Purchased by the Franklin County Narcotics Enforcement Unit

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- g. **Commission Order 2019-343** In the Matter of Authorizing Execution of a Commercial Account (PROX) Application with the Home Depot

Motion to Table Commission Order 2019-343

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- h. **Commission Order 2019-344** In the Matter of Approving an Amendment to Commission Order No. 2019-316

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- i. **Commission Order 2019-345** In the Matter of Approving Change Order #1 to Pauly Jail Building Company, Inc. for the Franklin County Public Safety Facility Project

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- j. **Commission Order 2019-346** In the Matter of Approving a Grant Application for the Benefit of the Franklin County Emergency Management Agency for an Emergency Performance Grant.

Abe Cook, EMA Director, explains the Emergency Performance Grant is a cost share grant and the funds are used for staffing purposes.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- k. **Commission Order 2019-347** In the Matter of Amending a Program Services Contract with the Missouri Department of Health and Senior Services for Hepatitis A Outbreak Funding

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- l. **Commission Order 2019-348** In the Matter of the County of Franklin Entering into a Contract with CDG Engineers, Inc. for Construction Engineering Services on the Boeuf Creek Road Bridge Replacement Project Federal No. STP-5490(615)

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- m. **Commission Order 2019-349** In the Matter of Approving and Authorizing Execution of an Agreement with Webpro Productions, LLC d/b/a Sheenomo

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- n. **Commission Order 2019-350** In the Matter of Approving a Sole Source Agreement with Edward J. Rice Company for Canvassing Services

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- o. **Commission Order 2019-351** In the Matter of Approving the Proposal Submitted by A&W Communications for a Tait Simulcast Network and Equipment at the Franklin County Detention Center

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- p. **Commission Order 2019-352** In the Matter of Approving an Amendment to Commission Order No. 2019-311 Pertaining to the Subscription Agreement with Omnigo Software for Various Franklin County Agencies

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- q. **Commission Order 2019-353** In the Matter of Approving a Lease Agreement Pertaining to Real Property Acquired by Franklin County through Flood Buy-Out Programs

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- r. **Commission Order 2019-354** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee’s Deed in order to Convey Such Property

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- s. **Commission Order 2019-355** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- t. **Commission Order 2019-356** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

V. Discussion Items and Reports

- A. Elected Official and Departmental Reports (As Needed)
- B. Commission Discussion

VI. Adjournment

Motion to adjourn meeting. Meeting adjourned at 10:15 a.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

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

Minutes

Angela Gibson

Thursday, August 15, 2019

1:00 PM

Commission Conf. Room

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Lauren Drumm, HR	<input checked="" type="checkbox"/>			
Shakara Bray, Purchasing	<input checked="" type="checkbox"/>			

II. Commission Workshop Meeting

- Discussion was held on the RFP's submitted for payroll software.
- Discussion was held on ongoing and upcoming action items.

III. Adjournment

Meeting adjourned at 1:20 p.m.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Contract / Agreement

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH
WUNDERLICH SURVEYING &
ENGINEERING, INC.**

WHEREAS, Wunderlich Surveying and Engineering, Inc. has submitted to Franklin County a proposal for services to survey and identify an easement on Rock Hill Church Road prior to the installation of culverts; and

WHEREAS, Wunderlich Surveying & Engineering will complete the survey for a fee not to exceed \$1,150.00 as set forth in the attached Agreement.

IT IS THEREFORE ORDERED that the proposal from Wunderlich Surveying & Engineering is hereby accepted and approved for the amount not to exceed \$1,150.00 to conduct the survey of a portion of Rock Hill Church Road 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 THEREFORE ORDERED that 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.

IT IS FURTHER ORDERED that a copy of this Order and Agreement be given to Wunderlich Surveying & Engineering Inc.; Ron Williams, Highway Administrator; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



WUNDERLICH SURVEYING & ENGINEERING, INC.

512 E. MAIN STREET • UNION, MO 63084
(636) 583-8400 Fax: (636) 583-1810

August 12, 2019

Ronald J. Williams, P.E.
Franklin County, Missouri
Highway Administrator/Engineer

RE: Proposal for Surveying services on the Rock Hill Church Road to monument existing Right of Way on a stream crossing on the Dale Reed property.

Dear Mr. Williams:

The current GIS maps show the existing R/W to be 40'. Based upon the situation discussed, we researched the R/W to determine the origin of 40'. We could not determine the 40' origin based upon our research and resources.

We propose to mark the east and west limits of the R/W as follows:

We will survey the centerline of the R/W and culvert and tie the information to an aliquot or recorded subdivision corner. We will prepare a drawing depicting the culvert at 0+50 and the R/W from 0+00 to 1+00. We will mark the east and west R/W at stations 0+20, 0+40, 0+60 and 0+80. This will allow for reconstruction of the culvert. We will mark a 30' R/W unless you can determine it to be 40'.

We can complete this task for a fee not to exceed \$1,150.

We are pleased to provide you with this professional services proposal. If you have any questions or comments, please contact our office.

Sincerely

Cameron Lueken, President
WUNDERLICH SURVEYING & ENGINEERING, INC.

If you find this proposal acceptable, please sign and return to our office.

Signature

Date



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 20, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH THE
MISSOURI DEPARTMENT OF HEALTH
AND SENIOR SERVICES PERTAINING
TO PUBLIC HEALTH EMERGENCY PREPAREDNESS**

WHEREAS, the Missouri Department of Health and Senior Services provides funding to Franklin County on an annual basis for Public Health Emergency Preparedness; and

WHEREAS, it is necessary to renew the agreement in order to obtain the funding that is available; and

WHEREAS, attached hereto and incorporated by reference herein is the new agreement.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that said contract is hereby approved and that Angie Hittson, Director of the Franklin County Health Department, is hereby appointed as the agent of Franklin County for the purpose of executing said agreement.

IT IS FURTHER ORDERED that a copy of this Order be provided to Angie Hittson, Health Department Director; and to Ann Struttman, Purchasing Agent; Christa Buchanan.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, Board President or authorized representative with knowledge of policies, procedures and administrative operations of the organization/entity:

The Department of Health and Senior Services (DHSS) requires subrecipient contractor/providers to annually complete the Business Management Assessment (BMA) form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to <https://health.mo.gov/atoz/bma/index.php>
- You must use the **Microsoft Internet Explorer** browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted, even if it appears it was. **A confirmation number will appear if the form is successfully submitted.**
- You may find helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk contractor/provider and your organization will not receive any further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, or if you do not have access to the internet, please call 573.526.5548 for assistance.

12/2018

www.health.mo.gov

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AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 44574	Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start: 7/1/2017	Contract End: 6/30/2020	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: AOC18380051		Amend #: 03

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) FRANKLIN COUNTY DEPARTMENT OF HEALTH	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 414 EAST MAIN STREET	
CITY, STATE, and ZIP CODE UNION MO 63084	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****1345	DUNS NUMBER 807100602
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #03 TO CONTRACT #AOC18380051

Franklin County Health Department

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2019 through June 30, 2020

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete the Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions in their entirety and replace with the revised Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions, which are attached hereto and incorporated by reference as if fully set forth herein.

PUBLIC HEALTH EMERGENCY PREPAREDNESS

Franklin County Health Department

FY20 SCOPE OF WORK

1. GENERAL

- 1.1 The contract amount shall not exceed \$121,901.00 for the period of July 1, 2019 through June 30, 2020.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor shall comply with the following:
 - 1.3.1 None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
 - 1.3.2 By accepting this award, the Contractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.
 - 1.3.3 The Contract shall include these requirements in any agreement made with a subcontractor or subgrantee.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

- 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
- 1.4.3 Taxes (e.g., city/county/state/federal)
- 1.4.4 State and local certifications (e.g., professions/occupations/activities)
- 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
- 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Laura Weiler
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-2003
Email: Laura.Weiler@health.mo.gov

2. PURPOSE

- 2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

- 3.1 Director of Local Public Health Agency: Referred to herein as "Administrator."
- 3.2 The Partner Readiness Evaluation Program (PREP): is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).
- 3.3 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.

- 3.4 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.
- 3.5 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. GENERAL DELIVERABLES

- 4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.
- 4.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.
- 4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's

jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

- 4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to: CERTGrantsContracts@health.mo.gov.
- 4.5 The Administrator or their designated employee is encouraged to attend semi-annual Local Public Health Agency (LPHA) Planning meetings.
- 4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at <https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx>.
- 4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: <http://sl.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf>
- 4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's Regional Senior Epidemiologist and/or Medical Epidemiologist.

- 4.9 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.
- 4.10 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN system (<https://www.mo-hns.org/>), the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.
- 4.11 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the HAN system.
- 4.12 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.
- 4.13 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.
- 4.14 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,
- 4.15 By June 30, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of \$5,000 or more purchased within this contract period with Department preparedness funds. Items priced over \$5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at <http://clphs.health.mo.gov/lphs/OEC.php>. Submit this form electronically to OEC at CERTGrantsContracts@health.mo.gov.
- 4.16 By June 30, the Contractor shall submit to OEC a comprehensive inventory list of items under \$5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

- 4.17 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at <http://clphs.health.mo.gov/lphs/OEC.php>.
- 4.18 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. (See the link below for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition <http://clphs.health.mo.gov/lphs/OEC.php>) Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. (See Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein, for healthcare coalitions – frequently asked questions).
- 4.19 By June 30, at least one staff member of the Contractor will have completed WebEOC training.
- 4.20 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).
- 4.21 The Contractor must review Scope of Work Additional Deliverables, Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is marked by an "X" on Attachment D, the Contractor shall complete the marked deliverables during the contract period:
- 4.21.1 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years with the date selected by the state.
- 4.21.2 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.
- 4.21.3 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional \$200 shall be included in the contract budget for this expense.

- 4.21.4 The Contractor shall participate in the development of an HSEEP compliant After Action Report (AAR) for the PREP exercise.
- 4.22 The Contractor shall validate/update their Point of Distribution (POD) Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually (December 31/June 30).
- 4.22.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

- 5.1 The Contractor shall select a minimum of three or more Capabilities within the six (6) Domains to work on during the contract period to ensure that all 15 Capabilities within the six (6) Domains are completed within the project period ending June 30, 2024.
- 5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at <http://clphs.health.mo.gov/lphs/OEC.php>.
- 5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period (once every five years).
- 5.3 By September 30, the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

6. REPORTS

- 6.1 The Contractor shall submit Semi-Annual Reports of activities to OEC by January 15, and July 15. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at <http://clphs.health.mo.gov/lphs/OEC.php>

6.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

6.3 The Contractor shall complete and submit a Jurisdictional Risk Assessment (JRA) once every five years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at risk individuals. Using the file library within WebEOC, <https://webeoc.sema.dps.mo.gov/eoc7/>, locate your LPHA by name and upload your JRA.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein.

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 Indirect costs

7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

- 7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10.00% of the modified total direct costs as defined in 2 CFR § 200.68.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
- 7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address:
<https://www.gsa.gov/portal/content/104877>
- 7.7 The Contractor shall follow competitive procurement practices.
- 8. INVOICING AND PAYMENT**
- 8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay

payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

- 8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 8.2.1 In addition, the contractor shall submit the Invoicing Tool with each invoice to ensure that indirect costs are calculated correctly, as stated in section 7.4 above. The Invoicing Tool can be accessed at <http://clphs.health.mo.gov/lphs/OEC.php>.
- 8.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 15th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 8.4 The Department will pay the Contractor monthly upon receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 8.5 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P.O. Box 570
Jefferson City, MO 65102-0570

Or email to:
CERTGrantsContracts@health.mo.gov

- 8.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 8.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 8.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 8.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

10. MONITORING

10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11. DOCUMENT RETENTION

11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

- 12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 12.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

13. LIABILITY

- 13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers

compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

14.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

15. AUTHORIZED PERSONNEL

15.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

15.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

15.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work

Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 15.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
 - 15.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 15.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 15.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 15.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

16. TERMINATION

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

- 16.1.2 A change in federal or state law relevant to this contract occurs; or
- 16.1.3 A material change of the parties to the contract occurs; or
- 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
 - 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

- 17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall

expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
 - 17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.
- 1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

What is a regional healthcare coalition?

Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as “a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations.”

Who are members of the regional healthcare coalitions?

Each regional healthcare coalition must maintain four core members in order to receive ASPR funding: **public health**, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

What is public health's role in the regional HCCs?

Local public health is often the local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

What is the role of a regional healthcare coalition during and in preparation for an emergency response?

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

How do the HCCs relate to the LPHAs' PHEP responsibilities?

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ Department of Health and Senior Services with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ Business Entity Name	_____ Date
_____ E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	44574	State: 0%	\$0.00	Federal: 100%	\$373,819.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2017	Contract End:	6/30/2020	Amend#:	03
Vendor Name:	FRANKLIN COUNTY DEPARTMENT OF HEALTH			Contract #:	AOC18380051

CFDA: 93.069	Research and Development:	N			
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	1NU90TP921896-01, 6NU90TP921896-01				
Federal Award Name:	MISSOURI HPP AND PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2017	DHSS #:	TP171701-01Z	Federal Obligation:	\$130,017.00

CFDA: 93.069	Research and Development:	N			
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NU90TP921896-01				
Federal Award Name:	MISSOURI HPP AND PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2018	DHSS #:	TP171701-02Z	Federal Obligation:	\$121,901.00

CFDA: 93.069	Research and Development:	N			
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	1NU90TP922019-01				
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2019	DHSS #:	19PHEP	Federal Obligation:	\$121,901.00

The Department will provide this information when it becomes available.

Object Description:

The purpose of this contract is to demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

Vital Records MOU

James, Christine

Thu 8/8/2019 2:27 PM

To: Hittson, Angie <Angie.Hittson@lpha.mo.gov>;

1 attachments (132 KB)

Franklin County.pdf

Attached is an MOU between our agencies for the access review, sign and return to me for final signature. A fully

FYI - I will be retiring at the end of this month so you will ProcurementUnit@health.mo.gov instead of an individual

Thanks.

Christine James
Administrative Office Support Assistant
Department of Health and Senior Services
Bureau of Financial Services Procurement Unit
573-751-6471 (phone)
573-522-9052 (fax)
Christine.James@health.mo.gov



CONFIDENTIALITY STATEMENT

This email is from the Missouri Department of Health and Senior Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: Christine.James@health.mo.gov or by calling (573) 751-6471.

Let's go 8.9.19
Angela,
Will need clo on
this vital record
contract. (annual)
previous clo # 2018-313

Please
ible.

ou.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
AND
FRANKLIN COUNTY DEPARTMENT OF HEALTH**

The Missouri Department of Health and Senior Services (hereinafter referred to as Department) and the Franklin County Department of Health (hereinafter referred to as local health agency) enter into this Memorandum of Understanding (MOU) to facilitate access to the Missouri state data center which houses birth and death data needed for the local health agency to issue birth and death certificates; provide a means for the local health agency to access the technology resources necessary to provide services to the citizens of Missouri; and provide information technology support and technical assistance to the local health agency.

This MOU shall be effective for the period of September 1, 2019, through August 31, 2020, unless terminated as specified below.

I. The Department agrees to the following:

1. Provide access to Department applications.
2. Provide help desk services, telephone and on-site technical assistance to assure Internet access to Department web applications and access to the state data center mainframe.
3. Invoice the local health agency on a monthly basis based on mainframe transactions related to issuance of birth and death certificates by the agency.
4. Maintain the Missouri Public Health Information Management System (MOPHIMS) and provide partner-level access for LPHA staff.

II. The local health agency agrees to the following:

1. Maintain the secure Internet connection by ensuring the Department provided router (if applicable) is plugged to a working outlet at all times.
2. Adhere to the Uniform Vital Statistics Law, Sections 193.005 – 193.325, RSMo, and rules, regulations, and guidelines adopted to implement the Uniform Vital Statistics Law or as otherwise instructed in writing by the Missouri State Registrar.
3. The local and deputy registrars shall not permit anyone to disclose information contained in vital records or to copy or issue a copy of all or part of any vital record except as authorized in 19 CSR 10-10.090. The Local Registrar shall require identification of the applicant or a notarized statement for mailed applications prior to issuing certified copies of vital records.

4. The vital records database used to issue computer certifications of birth and death records is restricted to approved users. Access to the vital record system will be requested by completion of local registrar and deputy registrar forms and Automated Security Access Program (ASAP) procedures through the Bureau of Vital Records. A User ID and temporary password will be issued for the employee upon approval. The user will be required to change the temporary password. User IDs and passwords must be kept confidential and not divulged to any other individual or party. The local health agency shall notify the Department promptly if an approved user's access should be terminated for any reason.
5. For security purposes, users must not leave their computer unattended without first logging out, locking the workstation, or using a screen saver that requires a password to access the computer operating system.
6. The local and/or deputy registrar will utilize the State Public Health Laboratory Courier service or mail all death certificates presented for local registration to the Bureau of Vital Records, P.O. Box 570, Jefferson City, MO 65102 within one (1) business day of receipt.
7. Provide work space for local registrar staff in the local health agency facility in which vital records equipment and documents, such as certificates, certificate paper, seals, embossing and other equipment, can be secured in a locked room with access by authorized personnel only. Work space should be limited to authorized employees and not be accessible to unauthorized employees or non-employees.
8. Pay for all transactions related to issuance of birth and death certificates at the rate of \$0.242 cents per transaction. A transaction occurs each time the "CTRI" and "PFS" or "FS" key is depressed by the individual on the personal computer.
9. Submit payment within forty-five (45) days of receipt of each monthly invoice to the following address:

Missouri Department of Health and Senior Services
Division of Administration
Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, MO 65102-0570
10. Understand and acknowledge that non-payment of monthly invoices over sixty (60) days from the invoice date or non-compliance with any of the provisions listed herein, shall be considered a breach of the MOU and access to the state data center mainframe computer and Department applications may be withdrawn 10 working days from notice from the Department.
11. Use information obtained from partner-level access in MOPHIMS for health assessment, planning activities, and program implementation.

12. Maintain confidentiality of all information by limiting access to those having an official need in order to perform their duties.
13. The local health agency at a minimum of twice per calendar year during the effective dates of this MOU, agrees to verify which of its employees are still employed and still require access to the Department's TN3270 Mainframe (PROD). The local health agency shall perform verification and updates with the TN3270 Mainframe (PROD) Program Security Officer at Division of Community and Public Health, Bureau of Vital Records.
14. The local health agency at a minimum of twice per calendar year during the effective dates of this MOU, agrees to verify which of its employees are still employed and still require access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Partner Level Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.

AMENDMENT

Any change shall be accomplished by a formal signed amendment prior to the effective date of such change.

TERMINATION

This MOU may be terminated by either party with written notice a minimum of thirty (30) days' prior to the effective date of the termination.

 Signature of Local Health Agency Date
 Authorized Official

 Tonya R. Loucks, Director Date
 Division of Administration

 Printed Name of Local Health Agency Official



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Trustee's Sale / Taxes

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to lot 24-8-28-0-1-002-065-000 Melody Lake Addn 1 Northwoods Circle, Leslie, Missouri 63056; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$388.54; and

WHEREAS, Robin Brussel expressed an interest in acquiring the properties from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to Robin Brussel for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offers of Robin Brussel to purchase the subject properties for the sum of \$180.00, said sum consisting of back taxes, interests and costs of \$144.68 and Trustee's Commission of \$35.32.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Robin Brussel to file the original deeds with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 180.⁰⁰ for the following property situated in Franklin County, Missouri, to-wit:

24-8-28-0-1-002-065-000
N-27 Melody Lake Addn 1
Northwoods Circle Leslie Mo
Poc # 1221267

That said offer was made by Robin Brussel. The undersigned petitions the Honorable County Court to order the sale of said property to Robin Brussel for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs
Collector's Deed
Record Collector's Deed
Trustee's Commission
Overage - Surplus Amount to General Revenue
TOTAL:

\$ \$ 144.68
\$ \$
\$ \$ 35.32
\$ \$
\$ \$ 180.⁰⁰

Donald Wurdack Trustee
DONALD WURDACK

20-9-31.0-1-002-247.000	0.000	6	R	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1814078	\$ 505.38	\$ 50.54	\$ 555.92
20-9-31.0-1-002-256.000	0.000	15	R	LAKE ARROWHEAD B J-U	CHEYENNE CT ROBERTSVILLE 63072	1614802	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-1-002-327.000	0.000	19	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1514744	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-1-002-328.000	0.000	18	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415880	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-002-337.000	0.000	9	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415905	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-003-083.000	0.000	1	V	LAKE ARROWHEAD B V-W	MOHICAN DR ROBERTSVILLE 63072	1514768	\$ 506.67	\$ 50.67	\$ 557.34
20-9-31.0-2-001-010.000	0.000	17	G	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514745	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-2-001-012.000	0.000	21	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514746	\$ 491.77	\$ 49.18	\$ 540.95
20-9-31.0-2-001-014.000	0.000	19	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1415894	\$ 441.53	\$ 44.15	\$ 485.68
20-9-31.0-2-001-074.000	0.000	1	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	1614777	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-2-001-079.000	0.000	6	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	0817598	\$ 352.07	\$ 35.21	\$ 387.28
20-9-31.0-2-001-118.000	0.000	1	E	LAKE ARROWHEAD B A-I	SHAWNEE WAY ROBERTSVILLE 63072	1714932	\$ 496.77	\$ 49.68	\$ 546.45
21-2-04.0-1-001-205.000	0.000	11	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714967	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-206.000	0.000	12	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714968	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-452.000	0.000	32	5	RIVERVIEW HEIGHTS	CHERRYWOOD LN UNION 63084	1814342	\$ 483.64	\$ 48.36	\$ 532.00
22-7-25.0-1-007-146.000	0.000	40&41	5	HILL CREST	1310 WEATHERFORD AVE ST CLAIR 63077	1814120	\$ 2,803.70	\$ 280.37	\$ 3,084.07
22-7-25.0-1-099-189.100	0.000	LEG			1213 TRAILS DR ST CLAIR 63077	1415943	\$ 951.82	\$ 95.18	\$ 1,047.00
22-7-25.0-2-099-002.210	0.720	LEG			MILLER DR ST CLAIR 63077	1514749	\$ 3,367.71	\$ 336.77	\$ 3,704.48
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	\$ 849.88	\$ 84.99	\$ 934.87
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	\$ 537.44	\$ 53.74	\$ 591.18
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	\$ 1,684.54	\$ 168.45	\$ 1,852.99
22-7-36.0-4-099-083.630	0.000				GRAVOIS RD ST CLAIR 63077	1221286	\$ 398.82	\$ 39.88	\$ 438.70
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	\$ 356.47	\$ 35.65	\$ 392.12
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	\$ 397.77	\$ 39.78	\$ 437.55
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	\$ 3,723.28	\$ 372.33	\$ 4,095.61
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-066.000	0.000	N26		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221268	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	\$ 529.83	\$ 52.98	\$ 582.81
24-8-28.0-1-002-107.000	0.000	N22		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814077	\$ 532.04	\$ 53.20	\$ 585.24
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	\$ 645.81	\$ 64.58	\$ 710.39
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	\$ 614.08	\$ 61.41	\$ 675.49
24-8-28.0-4-001-111.000	0.000	R169		MELODY LAKE	S MELODY DR LESLIE 63056	1514757	\$ 617.42	\$ 61.74	\$ 679.16
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	\$ 444.99	\$ 44.50	\$ 489.49
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	\$ 525.36	\$ 52.54	\$ 577.90
29-1-02.0-3-003-119.000	0.000	2	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814109	\$ 749.43	\$ 74.94	\$ 824.37
29-1-02.0-3-003-120.000	0.000	3	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814110	\$ 752.33	\$ 75.23	\$ 827.56
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	\$ 578.29	\$ 57.83	\$ 636.12
29-1-02.0-4-001-038.000	0.000	19	19	LAKE ST CLAIR 16-25	WREN WOOD DR ST CLAIR 63077	1814084	\$ 779.25	\$ 77.93	\$ 857.18
29-1-02.0-4-001-087.000	0.000	6	25	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1814105	\$ 600.47	\$ 60.05	\$ 660.52
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	\$ 687.49	\$ 68.75	\$ 756.24
29-1-11.0-2-004-173.000	0.000	18	H	LAKE ST CLAIR H	RAMBLER DR ST CLAIR 63077	1814108	\$ 567.82	\$ 56.78	\$ 624.60



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Trustee's Sale / Taxes

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to lot 24-8-28-0-1-002-066-000 Melody Lake Northwoods Circle, Leslie, Missouri 63056; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$388.54; and

WHEREAS, Lawrence Kopecky expressed an interest in acquiring the properties from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to Lawrence Kopecky for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offers of Lawrence Kopecky to purchase the subject properties for the sum of \$180.00, said sum consisting of back taxes, interests and costs of \$144.68 and Trustee's Commission of \$35.32.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Lawrence Kopecky to file the original deeds with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 180.⁰⁰ for the following property situated in Franklin County, Missouri, to-wit:

24-8-28-0-1-002-066-00.0
N 26 Melody Lake Addn 1.
Northwoods Circle Leslie MO 63056
Doc # 1221268

That said offer was made by LAWRENCE KOPECKY The undersigned petitions the Honorable County Court to order the sale of said property to LAWRENCE KOPECKY for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs	\$	\$ 144.68
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	
Overage - Surplus Amount to General Revenue	\$	\$ 35.32
TOTAL:	\$	\$ 180. ⁰⁰

Donald Wurdack
DONALD WURDACK

20-9-31.0-1-002-247.000	0.000	6	R	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1814078	\$ 505.38	\$ 50.54	\$ 555.92
20-9-31.0-1-002-256.000	0.000	15	R	LAKE ARROWHEAD B J-U	CHEYENNE CT ROBERTSVILLE 63072	1614802	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-1-002-327.000	0.000	19	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1514744	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-1-002-328.000	0.000	18	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415880	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-002-337.000	0.000	9	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415905	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-003-083.000	0.000	1	V	LAKE ARROWHEAD B V-W	MOHICAN DR ROBERTSVILLE 63072	1514768	\$ 506.67	\$ 50.67	\$ 557.34
20-9-31.0-2-001-010.000	0.000	17	G	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514745	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-2-001-012.000	0.000	21	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514746	\$ 491.77	\$ 49.18	\$ 540.95
20-9-31.0-2-001-014.000	0.000	19	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1415894	\$ 441.53	\$ 44.15	\$ 485.68
20-9-31.0-2-001-074.000	0.000	1	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	1614777	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-2-001-079.000	0.000	6	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	0817598	\$ 352.07	\$ 35.21	\$ 387.28
20-9-31.0-2-001-118.000	0.000	1	E	LAKE ARROWHEAD B A-I	SHAWNEE WAY ROBERTSVILLE 63072	1714932	\$ 496.77	\$ 49.68	\$ 546.45
21-2-04.0-1-001-205.000	0.000	11	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714967	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-206.000	0.000	12	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714968	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-452.000	0.000	32	5	RIVERVIEW HEIGHTS	CHERRYWOOD LN UNION 63084	1814342	\$ 483.64	\$ 48.36	\$ 532.00
22-7-25.0-1-007-146.000	0.000	40&41	5	HILL CREST	1310 WEATHERFORD AVE ST CLAIR 63077	1814120	\$ 2,803.70	\$ 280.37	\$ 3,084.07
22-7-25.0-1-099-189.100	0.000	LEG			1213 TRAILS DR ST CLAIR 63077	1415943	\$ 951.82	\$ 95.18	\$ 1,047.00
22-7-25.0-2-099-002.210	0.720	LEG			MILLER DR ST CLAIR 63077	1514749	\$ 3,367.71	\$ 336.77	\$ 3,704.48
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	\$ 849.88	\$ 84.99	\$ 934.87
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	\$ 537.44	\$ 53.74	\$ 591.18
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	\$ 1,684.54	\$ 168.45	\$ 1,852.99
22-7-36.0-4-099-083.630	0.000				GRAVOIS RD ST CLAIR 63077	1221286	\$ 398.82	\$ 39.88	\$ 438.70
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	\$ 356.47	\$ 35.65	\$ 392.12
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	\$ 397.77	\$ 39.78	\$ 437.55
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	\$ 3,723.28	\$ 372.33	\$ 4,095.61
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-066.000	0.000	N26		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221268	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	\$ 529.83	\$ 52.98	\$ 582.81
24-8-28.0-1-002-107.000	0.000	N22		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814077	\$ 532.04	\$ 53.20	\$ 585.24
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	\$ 645.81	\$ 64.58	\$ 710.39
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	\$ 614.08	\$ 61.41	\$ 675.49
24-8-28.0-4-001-111.000	0.000	R169		MELODY LAKE	S MELODY DR LESLIE 63056	1514757	\$ 617.42	\$ 61.74	\$ 679.16
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	\$ 444.99	\$ 44.50	\$ 489.49
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	\$ 525.36	\$ 52.54	\$ 577.90
29-1-02.0-3-003-119.000	0.000	2	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814109	\$ 749.43	\$ 74.94	\$ 824.37
29-1-02.0-3-003-120.000	0.000	3	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814110	\$ 752.33	\$ 75.23	\$ 827.56
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	\$ 578.29	\$ 57.83	\$ 636.12
29-1-02.0-4-001-038.000	0.000	19	19	LAKE ST CLAIR 16-25	WREN WOOD DR ST CLAIR 63077	1814084	\$ 779.25	\$ 77.93	\$ 857.18
29-1-02.0-4-001-087.000	0.000	6	25	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1814105	\$ 600.47	\$ 60.05	\$ 660.52
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR 2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	\$ 687.49	\$ 68.75	\$ 756.24
29-1-11.0-2-004-173.000	0.000	18	H	LAKE ST CLAIR H	RAMBLER DR ST CLAIR 63077	1814108	\$ 567.82	\$ 56.78	\$ 624.60



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Trustee's Sale / Taxes

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to lot 29-1-11-0-2-004-173-000, Lot 18 Block H Lake St. Clair, Rambler Drive St. Clair, MO 63077 ; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$624.60; and

WHEREAS, Paul Kresyman expressed an interest in acquiring the properties from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to Paul Kresyman for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offers of Paul Kresyman to purchase the subject properties for the sum of \$150.00, said sum consisting of back taxes, interests and costs of \$93.22 and Trustee's Commission of \$56.78.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Paul Kresyman to file the original deeds with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$150.00 for the following property situated in Franklin County, Missouri, to-wit:

29-1-11-0-2-004-173-00
Lot 18 Block H LAKE ST CLAIR MO
Rambler Dr. ST CLAIR MO (6307)
Doc # 1814108

That said offer was made by PAUL KRASYMAN. The undersigned petitions the Honorable County Court to order the sale of said property to PAUL KRASYMAN for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs	\$	\$93.22
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	
Overage - Surplus Amount to General Revenue	\$	\$56.78
TOTAL:	\$	\$150.00

Donald Wurdack
DONALD WURDACK

20-9-31.0-1-002-328.000	0.000	18	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415880	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-002-337.000	0.000	9	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415905	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-003-083.000	0.000	1	V	LAKE ARROWHEAD B V-W	MOHICAN DR ROBERTSVILLE 63072	1514768	\$ 506.67	\$ 50.67	\$ 557.34
20-9-31.0-2-001-010.000	0.000	17	G	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514745	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-2-001-012.000	0.000	21	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514746	\$ 491.77	\$ 49.18	\$ 540.95
20-9-31.0-2-001-014.000	0.000	19	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1415894	\$ 441.53	\$ 44.15	\$ 485.68
20-9-31.0-2-001-074.000	0.000	1	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	1614777	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-2-001-079.000	0.000	6	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	0817598	\$ 352.07	\$ 35.21	\$ 387.28
20-9-31.0-2-001-118.000	0.000	1	E	LAKE ARROWHEAD B A-I	SHAWNEE WAY ROBERTSVILLE 63072	1714932	\$ 496.77	\$ 49.68	\$ 546.45
21-2-04.0-1-001.205.000	0.000	11	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714967	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-206.000	0.000	12	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714968	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-452.000	0.000	32	5	RIVERVIEW HEIGHTS	CHERRYWOOD LN UNION 63084	1814342	\$ 483.64	\$ 48.36	\$ 532.00
22-7-25.0-1-007-146.000	0.000	40&41	5	HILL CREST	1310 WEATHERFORD AVE ST CLAIR 63077	1814120	\$ 2,803.70	\$ 280.37	\$ 3,084.07
22-7-25.0-1-099-189.100	0.000	LEG			1213 TRAILS DR ST CLAIR 63077	1415943	\$ 951.82	\$ 95.18	\$ 1,047.00
22-7-25.0-2-099-002.210	0.720	LEG			MILLER DR ST CLAIR 63077	1514749	\$ 3,367.71	\$ 336.77	\$ 3,704.48
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	\$ 849.88	\$ 84.99	\$ 934.87
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	\$ 537.44	\$ 53.74	\$ 591.18
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	\$ 1,684.54	\$ 168.45	\$ 1,852.99
22-7-36.0-4-099-083.630	0.000				GRAVOIS RD ST CLAIR 63077	1221286	\$ 398.82	\$ 39.88	\$ 438.70
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	\$ 356.47	\$ 35.65	\$ 392.12
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	\$ 397.77	\$ 39.78	\$ 437.55
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	\$ 3,723.28	\$ 372.33	\$ 4,095.61
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-066.000	0.000	N26		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221268	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	\$ 529.83	\$ 52.98	\$ 582.81
24-8-28.0-1-002-107.000	0.000	N22		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814077	\$ 532.04	\$ 53.20	\$ 585.24
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	\$ 645.81	\$ 64.58	\$ 710.39
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	\$ 614.08	\$ 61.41	\$ 675.49
24-8-28.0-4-001-111.000	0.000	R169		MELODY LAKE	S MELODY DR LESLIE 63056	1514757	\$ 617.42	\$ 61.74	\$ 679.16
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	\$ 444.99	\$ 44.50	\$ 489.49
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	\$ 525.36	\$ 52.54	\$ 577.90
29-1-02.0-3-003-119.000	0.000	2	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814109	\$ 749.43	\$ 74.94	\$ 824.37
29-1-02.0-3-003-120.000	0.000	3	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814110	\$ 752.33	\$ 75.23	\$ 827.56
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	\$ 578.29	\$ 57.83	\$ 636.12
29-1-02.0-4-001-038.000	0.000	19	19	LAKE ST CLAIR 16-25	WREN WOOD DR ST CLAIR 63077	1814084	\$ 779.25	\$ 77.93	\$ 857.18
29-1-02.0-4-001-087.000	0.000	6	25	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1814105	\$ 600.47	\$ 60.05	\$ 660.52
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	\$ 687.49	\$ 68.75	\$ 756.24
29-1-11.0-2-004-173.000	0.000	18	H	LAKE ST CLAIR H	RAMBLER DR ST CLAIR 63077	1814108	\$ 567.82	\$ 56.78	\$ 624.60
30-3-05.0-2-001-050.000	0.000	16	5	LAKE THUNDERBIRD	CONDOR ST CLAIR 63077	1814074	\$ 556.77	\$ 55.68	\$ 612.45
30-3-05.0-2-001-064.000	0.000	1	5	LAKE THUNDERBIRD	THUNDERBIRD DR ST CLAIR 63077	1814075	\$ 550.41	\$ 55.04	\$ 605.45
30-3-05.0-2-001-297.000	0.000	8	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1714919	\$ 490.57	\$ 49.06	\$ 539.63
30-3-05.0-2-001-303.000	0.000	14	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1814115	\$ 489.23	\$ 48.92	\$ 538.15



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 20, 2019
Trustee's Sale / Taxes

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to two (2) lots: 29-1-02.0-3-002-119.000 Lot 2 Blk C Lake St. Clair Deer Run, St. Clair, MO 63077, and 29-1-02-0-3-003-120.000 Lot 3 Blk C Lake St. Clair, St. Clair, MO; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$1,651.93; and

WHEREAS, Daniel Wheeler expressed an interest in acquiring the properties from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such properties to Daniel Wheeler for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offers of Daniel Wheeler to purchase the subject properties for the sum of \$ 200.00, said sum consisting of back taxes, interests and costs of \$49.83 and Trustee's Commission of \$150.17.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Daniel Wheeler to file the original deeds with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$200.⁰⁰ for the following property situated in Franklin County, Missouri, to-wit:

29-1-02-0-3-003-119-00 Lot 2 BIRC LAKE ST CLAIR
Deer Run St Clair MO 1814109

29-1-02-0-3-003-120-00 Lot 3 BIRC LAKE ST CLAIR
Deer Run St Clair MO 1814110

That said offer was made by Daniel C. Wheeler. The undersigned petitions the Honorable County Court to order the sale of said property to Daniel C. Wheeler for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs	\$	\$49.83
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	\$150.17
Overage - Surplus Amount to General Revenue	\$	
TOTAL:	\$	<u>\$200.⁰⁰</u>

Donald Wurdack
DONALD WURDACK

20-9-31.0-1-002-247.000	0.000	6	R	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1814078	\$ 505.38	\$ 50.54	\$ 555.92
20-9-31.0-1-002-256.000	0.000	15	R	LAKE ARROWHEAD B J-U	CHEYENNE CT ROBERTSVILLE 63072	1614802	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-1-002-327.000	0.000	19	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1514744	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-1-002-328.000	0.000	18	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415880	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-002-337.000	0.000	9	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415905	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-003-083.000	0.000	1	V	LAKE ARROWHEAD B V-W	MOHICAN DR ROBERTSVILLE 63072	1514768	\$ 506.67	\$ 50.67	\$ 557.34
20-9-31.0-2-001-010.000	0.000	17	G	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514745	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-2-001-012.000	0.000	21	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514746	\$ 491.77	\$ 49.18	\$ 540.95
20-9-31.0-2-001-014.000	0.000	19	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1415894	\$ 441.53	\$ 44.15	\$ 485.68
20-9-31.0-2-001-074.000	0.000	1	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	1614777	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-2-001-079.000	0.000	6	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	0817598	\$ 352.07	\$ 35.21	\$ 387.28
20-9-31.0-2-001-118.000	0.000	1	E	LAKE ARROWHEAD B A-I	SHAWNEE WAY ROBERTSVILLE 63072	1714932	\$ 496.77	\$ 49.68	\$ 546.45
21-2-04.0-1-001.205.000	0.000	11	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714967	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-206.000	0.000	12	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714968	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-452.000	0.000	32	5	RIVERVIEW HEIGHTS	CHERRYWOOD LN UNION 63084	1814342	\$ 483.64	\$ 48.36	\$ 532.00
22-7-25.0-1-007-146.000	0.000	40&41	5	HILL CREST	1310 WEATHERFORD AVE ST CLAIR 63077	1814120	\$ 2,803.70	\$ 280.37	\$ 3,084.07
22-7-25.0-1-099-189.100	0.000	LEG			1213 TRAILS DR ST CLAIR 63077	1415943	\$ 951.82	\$ 95.18	\$ 1,047.00
22-7-25.0-2-099-002.210	0.720	LEG			MILLER DR ST CLAIR 63077	1514749	\$ 3,367.71	\$ 336.77	\$ 3,704.48
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	\$ 849.88	\$ 84.99	\$ 934.87
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	\$ 537.44	\$ 53.74	\$ 591.18
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	\$ 1,684.54	\$ 168.45	\$ 1,852.99
22-7-36.0-4-099-083.630	0.000				GRAVOIS RD ST CLAIR 63077	1221286	\$ 398.82	\$ 39.88	\$ 438.70
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	\$ 356.47	\$ 35.65	\$ 392.12
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	\$ 397.77	\$ 39.78	\$ 437.55
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	\$ 3,723.28	\$ 372.33	\$ 4,095.61
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-066.000	0.000	N26		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221268	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	\$ 529.83	\$ 52.98	\$ 582.81
24-8-28.0-1-002-107.000	0.000	N22		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814077	\$ 532.04	\$ 53.20	\$ 585.24
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	\$ 645.81	\$ 64.58	\$ 710.39
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	\$ 614.08	\$ 61.41	\$ 675.49
24-8-28.0-4-001-111.000	0.000	R169		MELODY LAKE	S MELODY DR LESLIE 63056	1514757	\$ 617.42	\$ 61.74	\$ 679.16
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	\$ 444.99	\$ 44.50	\$ 489.49
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	\$ 525.36	\$ 52.54	\$ 577.90
29-1-02.0-3-003-119.000	0.000	2	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814109	\$ 749.43	\$ 74.94	\$ 824.37
29-1-02.0-3-003-120.000	0.000	3	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814110	\$ 752.33	\$ 75.23	\$ 827.56
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	\$ 578.29	\$ 57.83	\$ 636.12
29-1-02.0-4-001-038.000	0.000	19	19	LAKE ST CLAIR 16-25	WAND WOOD DR ST CLAIR 63077	1814084	\$ 779.25	\$ 77.93	\$ 857.18
29-1-02.0-4-001-087.000	0.000	6	25	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1814105	\$ 600.47	\$ 60.05	\$ 660.52
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	\$ 687.49	\$ 68.75	\$ 756.24
29-1-11.0-2-004-173.000	0.000	18	H	LAKE ST CLAIR H	RAMBLER DR ST CLAIR 63077	1814108	\$ 567.82	\$ 56.78	\$ 624.60



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Contract/Agreement

**IN THE MATTER OF APPROVING A LEASE
AGREEMENT PERTAINING TO REAL PROPERTY
ACQUIRED BY FRANKLIN COUNTY THROUGH
FLOOD BUY-OUT PROGRAMS**

WHEREAS, as a result of various floods, Franklin County has acquired title to certain flood damaged real property, through flood buy-out programs; and

WHEREAS, in order to prevent the County from having to maintain said property and to place said property back on the tax rolls, it is advisable to lease the subject properties, and

WHEREAS, in August 2009, Wayne Wagner and the County of Franklin entered into an Agreement of Lease for the subject property for ten (10) years and the lease has expired; and

WHEREAS, it is the desire of Franklin County and Wayne Wagner to renew the lease for said property from Franklin County for ten (10) years effective August 20, 2019 and ending on August 20, 2029 as reflected in the Lease Agreement attached hereto.

IT IS THEREFORE ORDERED that the Presiding Commissioner is hereby authorized to execute on behalf of Franklin County said lease agreement with Wayne Wagner.

IT IS FURTHER ORDERED that a fully executed copy of the lease agreement is to be provided to Tom Copeland, Assessor; Scottie Eagan, Planning and Zoning Director; Jeannine Stevens, Deputy County Clerk and to Wayne Wagner.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

AGREEMENT OF LEASE

Agreement and Lease made this 13 day of August, 2019, by and between Franklin County, Missouri hereinafter called "Lessor," and Wayne Wagner, hereinafter called "Lessee."

Whereas, the Lessor owns certain real estate in unincorporated Franklin County Missouri which was acquired through the "Hazard Mitigation Grant Program", and

Whereas, the Lessee is desirous of leasing said premises to be used as open space consistent with the requirements of Federal Regulations pertaining to land acquired through the Hazard Mitigation Grant Program. Subject to the terms hereof and the Lessor is willing to lease said land for such purpose.

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee the following described real estate situated in Franklin County, Missouri, to wit:

SEE EXHIBIT A

I

USE OF DEMISED PREMISES

The demised premises are to be used by the Lessee for agricultural or for other purposes compatible with maintaining such land as open space as such term is defined in 44CFR206.434(d) AND FOR NO OTHER PURPOSES.

II

TERM OF LEASE

The term of this lease shall be for one year commencing on August 20, 2019, and ending on August 20, 2029. The Lessee shall hold said premises hereby leased during the full term of the lease and paying as rent, the sum of \$100.00 for said term, payable in full at the commencement of the term. This Agreement is subject to the renewal options as hereinafter set forth. Provided further that in the event Lessor receives notice from the Federal agency which administers the Hazard Mitigation Grant Program that the demised premises is being used in a manner which violates any provision of the governing federal Regulations Lessor shall have the right to terminated this Lease immediately. In addition, in the event Lessor, through its governing body, determines that a public necessity exists which requires the public use of the demised premises Lessor shall have the right to terminate this Lease upon sixty (60) day notice in writing. In the event that the Lease is terminated as a result of action by Lessee all rent paid for the then existing term shall be forfeited. In the event

termination is necessary but is not the fault of Lessee then in such event a pro rata portion of the rent paid for the then existing term shall be refunded to Lessee.

III REAL ESTATE TAXES

The Lessor shall be responsible for paying all real estate taxes, if any, assessed against the subject property.

IV MAINTENANCE AND USE OF DEMISED PREMISES

Lessee hereby acknowledges that it shall be Lessee's responsibility to properly maintain the demised premises. Lessee shall not construct or build and shall not permit the construction or building of any building or structure on the demised premises and shall not do or permit anything to be done to or on the demised property in violation of the rules and regulations pertaining to the Hazard Mitigation Grant Program, said covenants and restrictions being more specifically set forth on Exhibit B attached hereto and incorporated by reference herein. In addition thereto, this Lease shall be subject to the special restrictions set forth on Exhibit C attached hereto and incorporated by reference herein.

B ASSIGNMENT

The Lessee shall not assign the lease, nor underlet the whole or any part of the demised premises without first obtaining the written consent of the Lessor.

VI PAYMENT OF RENT

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said premises or any part thereof pay unto the Lessor the said annual rent hereinbefore provided for on the first day of each term, or any renewal thereof.

VII UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the demised property. Any unlawful, improper or offensive use of the property by Lessee shall result in termination of this Lease.

VIII NUISANCE

The Lessee shall be responsible and shall pay all damages and charges to the appropriate governmental entity or any others for any nuisance made or suffered during said term on the demised premises.

IX INSURANCE

The Lessor shall provide, at the sole expense, public liability insurance, in the sum of \$300,000.00, or in such other amount which is equal to the maximum amount which a public entity such as Lessor can be held liable for arising out of claims for damages to property or persons and shall provide proof thereof annually to Lessor. Lessee shall have Lessor named as a co-insured for public liability purposes on the demised premises. Lessee agrees to indemnify and hold Lessor harmless for any loss, damage or expense arising out of the direct use and control of the premises by the Lessee.

X LESSEE'S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term, unless extended, peaceably yield up to the said Lessor all and singular the premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or its representatives during the continuance thereof.

XI DEFAULT

IF THE Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, then, and in such case, the Lessor or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry and aforesaid the said term shall cease and be ended.

XII
OPTION FOR RENEWAL

THE Lessee shall have the right to renew and extend the term of this lease for ten (10) additional periods of one (1) year each so that in the event all renewal options hereunder are executed by Lessee, Lessee would surrender the demised premises on August 20, 2029. Any renewal shall be upon the same terms, covenants and conditions which are applicable to the original term. This lease shall renew automatically for each of the ten (10) additional terms described above unless either Lessee or Lessor provides notice in writing, to the other party of its intention to vacate the premises at least sixty (60) days prior to the expiration of the then existing term.

XIII
COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case names and express.

This agreement and lease shall be deemed a contract and governed by the laws of the state of Missouri.

XIV
QUIET ENJOYMENT

THE Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Lessor and by any other person or persons.

XV
NOTICES

All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by registered mail and shall be deemed properly given if tendered at the address first above set forth of the party intended to be notified or at such other address as either party shall designate by written notice to the other.

XVI
MECHANIC'S LIENS

Lessee shall have no authority to create any liens for labor or material on or against Lessor's interest in the premises.

XVII
LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same.

XVIII
WAIVER

The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained. The subsequent acceptance or rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee or any term, covenant, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XIX
ATTORNEYS FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XX
ENVIRONMENTAL RESPONSIBILITY

Lessee covenants that it will not dispose of or place on the Leased premises any hazardous materials, hazardous substances, asbestos or underground tanks. Lessee will comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter collectively referred to as "Standard") issued by any federal, state or local governmental body or agency established thereby (hereinafter collectively referred to an "authority") relating to Lessee's use, occupancy and maintenance of the Leased premises including, but not limited to, full and complete compliance with all standards, present or future, set by any authority concerning air quality, water quality, noise, hazardous substances and hazardous waste. Lessor agrees to notify Lessor immediately of any claim by or notice from any authority asserting any violation of any standard with respect to the condition, use or occupancy of the Leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless against any claim, damage, liability, cost, penalty, fine or expense (including Lessor's

attorney's fees, engineering and consulting costs, and Lessor's cost of cleanup, disposal or compliance), resulting from any actual, asserted or threatened violation of any standard with respect to the Leased premise, provided that the actual, asserted or threatened violation occurred during the term of this Lease or as a result of Lessee's use, occupancy, or maintenance of the Leased premises. Lessee's liability pursuant to this Indemnity shall survive the termination of this Lease.

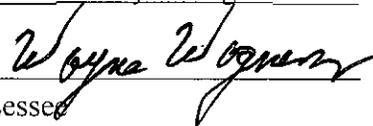
XXI
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease. Feminine or neuter pronouns may be substituted for those of masculine form or vice versa, or the plural may be substituted for the singular or vice versa.

XXII
INTERGRATION

This Lease contains the entire Agreement between the parties.

IN WITNESS WHEREOF the said Parties have hereunto set their hands and seals the day and year first above written.

Wayne Wagner

Lessee

Franklin County
BY: _____

ATTEST: _____

EXHIBIT A

Parcel number 31-3-08.0-1-001-027.000 located at 3839 Highway 30, Lonedell, Missouri, consisting of approximately 1.0 acres.

Lessor reserves a right of way of thirty (30) feet measured from the centerline of any adjacent County road unless there already exists a right of way of record greater in width.

EXHIBIT B

General Restrictions

1. The property shall be used and maintained for uses compatible with open space, recreational or wetlands practices. In general, allowable open space, recreation, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.
2. No structures shall be built on the subject property.
3. No application for disaster assistance will be made for any purpose with respect to the subject property to any Federal entity or source.
4. Flood control structures, such as a levee, are not compatible with open space use and are therefore prohibited.
5. No new fill is permitted to specifically include filling within any flood way.
6. Grading of land is allowed only to prepare the property for recreational use, if specifically authorized by Lessor and the creation of wetlands.
7. No trees shall be cut or harvested from the subject property.

EXHIBIT C

Specific Restrictions

None



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Quit Claim Deed

**IN THE MATTER OF
APPROVING AND AUTHORIZING
EXECUTION OF DOCUMENTS
PERTAINING TO THE TRANSFER
OF CERTAIN REAL PROPERTY
TO THE CITY OF ST. CLAIR, MISSOURI**

WHEREAS, as a result of the owners failing to pay real property taxes Franklin County acquired ownership of the real property located at 1310 Weathorford Ave., St. Clair, MO 63077; and

WHEREAS, said property has no value to the County of Franklin but ownership thereof could benefit the City of St. Clair, Missouri and its industrial park; and

WHEREAS, the City of St. Clair, Missouri has requested that Franklin County transfer such property so that said property could be better used to promote the public benefit.

IT IS THEREFORE ORDERED by the Franklin County Commission that the transfer of said property to the City of St. Clair, Missouri is hereby approved and that the Presiding Commissioner is authorized to execute such documents necessary to effectuate the transfer.

IT IS FURTHER ORDERED that a certified copy of this Order and the executed quit claim deed be delivered to the City of St. Clair, Missouri so that the Board of Alderman can accept the transfer and thereafter have the deed recorded.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 20, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH AT&T
AND NETMOTION WIRELESS**

WHEREAS, it is necessary to update and renew the maintenance agreement pertaining to the usage of the software covered by the license utilized by the Franklin County Sheriff's Department which is provided by AT&T and NetMotion Wireless; and

WHEREAS, the cost of the maintenance agreement for the term September 30, 2019 through September 29, 2022 is \$11,460.49.

IT IS THEREFORE ORDERED that the Agreement with AT&T and NetMotion Wireless is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of Franklin County 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 AT&T and NetMotion Wireless; Sheriff Steve Pelton; Lynne Maloney, Accounts Payable; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**MOBILIZING
YOUR
WORLD™**



June 27, 2019

Quote #: Q-156337-1
Territory: North Central - Corporate
Account ID: 00100000007oY5Y

Ship To:
Rick Seals
Franklin County Sheriff's Office
400 E Locust St
Union, MO 63084
(636) 583-2560
rseals@franklinmo.net

Dear Rick,

Thank you for your interest in NetMotion Wireless products. Below, please find the detailed quote you requested.

This quote is valid until September 29, 2019.

1-Year Premium Maintenance 55 Devices with Mobility - Policy/NAC/Analytics

Product Description	AT&T SKU	SKU	Qty	Unit List Price	Franklin County Sheriff's Office Price
Mobility Premium Software Maintenance * 24x7 technical support * Major version upgrades * Tech notes and web based support * Cumulative quantity discounts on additional device licenses * Patch and point releases at no additional charge * Guaranteed response times (Effective from 9/30/2019 through 9/29/2020)	43686	11NMX25	1	25%	USD 4,775.20
Maintenance Subtotal					USD 4,775.20
Total					USD 4,775.20

2-Year Premium Maintenance 55 Devices with Mobility - Policy/NAC/Analytics

Product Description	AT&T SKU	SKU	Qty	Unit List Price	Franklin County Sheriff's Office Price
Mobility Premium Software Maintenance * 24x7 technical support * Major version upgrades * Tech notes and web based support * Cumulative quantity discounts on additional device licenses * Patch and point releases at no additional charge * Guaranteed response times (Effective from 9/30/2019 through 9/29/2021)	43687	11NMX22	1	22%	USD 8,404.36
Maintenance Subtotal					USD 8,404.36
Total					USD 8,404.36

3-Year Premium Maintenance 55 Devices with Mobility - Policy/NAC/Analytics

Product Description	AT&T SKU	SKU	Qty	Unit List Price	Franklin County Sheriff's Office Price
Mobility Premium Software Maintenance * 24x7 technical support * Major version upgrades * Tech notes and web based support * Cumulative quantity discounts on additional device licenses * Patch and point releases at no additional charge * Guaranteed response times (Effective from 9/30/2019 through 9/29/2022)	43688	11NMX20	1	20%	USD 11,460.49
Maintenance Subtotal					USD 11,460.49
Total					USD 11,460.49

Please do not hesitate to contact your AT&T and NetMotion Software Sales Representatives, who are available to answer any questions you may have.

Jonathan Melgoza

Mary Jane Day

jonathan.melgoza@netmotionsoftware.com
Phone: (206) 691-5553

AT&T Mobility
md1931@att.com
(314) 435-2445

State and local sales tax will apply in certain states. Exempt customers must provide an official sales tax exemption certificate in compliance with state and local laws to avoid sales tax charges. Please note that pricing on this quote is subject to change if you purchase additional licenses, add new software features, or if we change our software prices. Maintenance renewals are based on current software list prices at the time of renewal and must include the total quantity of licenses, servers, and features that you own at the time of renewal. This pricing quote is confidential and may not be redistributed.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH AT&T
FOR LOCAL PRIVATE LINE SERVICE**

WHEREAS, the Franklin County E911 is in need of ILEC Local Private Line DSI Service; and

WHEREAS, AT&T is capable of and willing to provide such service for three circuits for communications with Washington, Pacific and Sullivan for a monthly cost of \$1,433.85 and a one-time charge of \$21.00; and

WHEREAS, the term of such agreement shall be 12 months subject to annual appropriation.

IT IS THEREFORE ORDERED that the Agreement with AT&T ILEC Intrastate Private Line is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of Franklin County 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 an executed copy of said Agreement and a copy of this Order be provided to AT&T and that a copy of this Order and a copy of said Agreement be provided to Abe Cook, EMA Director; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



**AT&T ILEC INTRASTATE PRIVATE LINE DS1
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms**

Customer Franklin County Street Address: 1400 E Locust Street, STE 004, City: union State/Province: MO Zip Code: 63084 Country: USA	AT&T AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices) Name: Ann Struttmann Title: Purchasing Agent Street Address: 400 E Locust Street, STE 004, City: Union State/Province: MO Zip Code: 63084 Country: USA Telephone: 636-584-6274. Fax: Email: astruttmann@franklinmo.net Customer Account Number or Master Account Number:	AT&T Contact (for Notices) Name: Peter Vogt Street Address: 12851 Manchester Rd City: Des Peres State/Province: MO Zip Code: 63131 Country: USA Telephone: 314 210-2208 Fax: Email: pv7245@att.com Sales/Branch Manager: Specks, Johannes SCVP Name: Davis, LaKendra Sales Strata: GEM/LED Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the service(s) identified below ("Service") in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable tariff or guidebook in any way. In the event a tariff or guidebook term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T ILEC INTRASTATE PRIVATE LINE DS1
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms**

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	<p>Intrastate Private Line DS1 Service (1.544 MBPS High Capacity Digital Service Channels) is provided under the following product names in these states as follows:</p> <ul style="list-style-type: none"> • High Capacity (HICAP) Service DS1: California and Nevada • DS1 Service: Illinois, Indiana, Michigan, Ohio and Wisconsin • MegaLink 1.5 High Capacity Digital Service: Arkansas, Kansas and Missouri • MegaLink III Wideband Digital Service/1.544 Mbps: Texas
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Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Tariffs, including Access Tariff – CPUC 175T, Section 7	http://cpr.att.com/pdf/ca/ca.htm
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 15 Section 3	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/ks/index.html
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/pdf/mu/index.html
<input checked="" type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Nevada	AT&T Nevada Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/nv/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, Part 15, Section 3 or AT&T Texas Out of Territory Guidebook, as applicable	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 15, Sections 1 and 3	http://cpr.att.com/guidebook/wg/index.html

**AT&T ILEC INTRASTATE PRIVATE LINE DS1
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms**

2. SERVICE TERM and EFFECTIVE DATES

Minimum Payment Period (Service Term)	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
Start Date of Minimum Payment Period	Later of the Effective Date or installation of the Service Component
Effective Date of Rates	Start Date of the Minimum Payment Period
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates Following end of Minimum Payment Period	applicable Service Publication rates then in effect

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period
All Service components	50%	12 months
*The early termination charge will generally be equal to the stated percentage of the Monthly Recurring Rates for the terminated Service multiplied by the number of months remaining in the Minimum Payment Period at the date of termination.		

4. RATES and CHARGES

Total Monthly Recurring Rate for Service identified on Attachment A:	\$ 1433.85	Total Non-recurring Charge for Service identified on Attachment A:	\$ 21.00
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5. ADDITIONAL ORDER INFORMATION

Customer is ordering the initial configuration of Services identified in Attachment A below.

**AT&T ILEC INTRASTATE PRIVATE LINE DS1
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms**

**ATTACHMENT A
SITE AND INITIAL SERVICE CONFIGURATION**

For NEW SERVICE, complete the table below.

Complete a line for each pair of Locations A and Z being requested.

Number of Circuits	LOCATION A (street address and City)	LOCATION Z (street address and City, or CLLI if applicable)
1		
1		
0		
0		

For additional pairs of Locations A and Z, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.

For EXISTING SERVICE, complete the table below.

Complete a line for each existing Circuit ID.

Existing Circuit ID	Existing Billing Account
46.DHXS.500009..SW	314 975-3080
46.DHXS.500010..SW	314 975-3080
46.DHXS.500011..SW	314 975-3080

For additional Circuit IDs, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, August 20, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH SPECTRUM FOR
THE INSTALLATION OF FIBER INTERNET ACCESS**

WHEREAS, Spectrum has provided a quote to Franklin County for the installation of fiber for the new 911 Communications Center; and

WHEREAS, the installation charge for fiber internet is \$23,275.00 with a one-time installation fee of \$99.00; and

WHEREAS, internet service charges will apply once the installation is complete at a monthly charge of \$770.00 for a 60 month term; and

WHEREAS, the digital receiver, interactive services and business premier monthly charges will be \$102.49 on a month to month term basis; and

WHEREAS, a copy of the Agreement is attached hereto.

IT IS THEREFORE ORDERED that the Agreement with Spectrum is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of Franklin County 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 an executed copy of said Agreement and a copy of this Order be provided to Spectrum and that a copy of this Order and a copy of said Agreement be provided to Abe Cook, EMA Director; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Leah Carey
Phone: (314) 858-3582 ext:
Cell Phone: +1 3143481494
Fax:
Email: leah.carey@charter.com

Order # 11123500

Customer Information: Customer Code		
Business Name	Franklin County, Missouri	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		Account Number
Attention To: 400 E Locust St Suite 004 Union, MO 63084		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Ann Struttmann	636-584-6279	astruttmann@franklinmo.net
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Abe Cook	636-584-1011	acook@franklinmo.net
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Aaron Aitch	314-808-1553	Aaitch@franklinmo.net



New and Revised Services and Monthly Charges At 3 Bruns Ln , Union MO 63084				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
100 MBPS FIBER INTERNET	1	\$770.00	\$770.00	60 Months
CB 5PK ADDITIONAL IP	1	\$0.00	\$0.00	60 Months
*Total			\$770.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3 Bruns Ln Unit COAX, Union MO 63084				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
DIGITAL RECEIVER AND INTERACTIVE SERVICES	5	\$7.50	\$37.50	Month to Month
SPECTRUM BUSINESS PREMIER	1	\$64.99	\$64.99	Month to Month
*Total			\$102.49	

*Prices do not include taxes and fees.

One Time fees At 3 Bruns Ln , Union MO 63084			
Description	Quantity	Sales Price	Total
Fiber Internet - Standard Installation	1	\$23,275.00	\$23,275.00
Total			\$23,275.00

*Prices do not include taxes and fees.

One Time fees At 3 Bruns Ln Unit COAX, Union MO 63084			
Description	Quantity	Sales Price	Total
Installation	1	\$99.00	\$99.00
Total			\$99.00

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$
--

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$
--

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum Enterprise pre-service installation guide

Welcome, and thank you for choosing Spectrum Enterprise. While our teams will keep you updated on your order's status, this document will help you understand what happens after you sign the service order and move toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll become your main contact.

Client project milestones

- Sign service order.
- If necessary, work with our Order Management team to provide any additional information or forms required to finalize your order.
- Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

Spectrum Enterprise project milestones

- Sales team submits signed service order to Order Management team.
- Order Management team gets any additional information that's required to finalize your order.
- Assigned project manager contacts you to discuss next steps.

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

1. Sign service order

First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.

2. Finalize order

Our Order Management team will make sure we have all of the information we need to begin the installation process. **This stage can take one to two weeks to complete.** During this time, we may be in touch to get additional information and required forms.

Order Management will also direct our construction team to see what permits will be required to start construction at your service location.

3. Connect with project manager

As we're finalizing your order, your project manager will be in touch about next steps. This person will be your main contact during installation.

During your introduction meeting, your project manager will go over your order and the installation process. They may also give you an estimated date for completing construction (if applicable) and installation.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 20, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH EVANS
CONSOLES INCORPORATED**

WHEREAS, the 911 Dispatch Center is in need of three (3) new dispatch consoles due to a discontinuation of the consoles currently being utilized; and

WHEREAS, Evans Consoles Corporation has provided a quote for the installation and delivery of the consoles that meet the necessary specs provided by the 911 Dispatch Center; and

WHEREAS, the total cost for installation and delivery of the consoles is \$137,456.80 as reflected on the attached agreement; and

WHEREAS, the payment terms for the consoles is 30% of the total payment is due upon ordering; 50% of the payment is due upon shipping the order; and the remaining balance is due upon completion of the installation.

IT IS THEREFORE ORDERED that the Agreement and payment terms with Evans Consoles Incorporated is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of Franklin County 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 an executed copy of said Agreement and a copy of this Order be provided to Evans Consoles Incorporated and that a copy of this Order and a copy of said Agreement be provided to Abe Cook, EMA Director; and Ann Struttman, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



PRICE QUOTATION

Franklin County

Project Name: Franklin County - 911

Project Location: Union, Missouri, United States

Project Number: 19-5284 Phase 1 Revision 2

Issue Date: August 13, 2019

Sales Lead: Matt Mitchell

Project Manager: Mike de Sa

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Console_1	DSP-C	17,634.58	2	35,269.16
Console_2	DSP-C	17,634.58	1	17,634.58
Console_3	DSP-C	34,620.85	2	69,241.70
Millwork and General Accessories				1,781.50
Special Project Discount		-3,770.14		-3,770.14
Sub-Total				120,156.80
Logistics				
Packaging				Included
Freight				6,800.00
Install				10,500.00
Sub-Total				17,300.00
Project Total (USD, All Sales Taxes Excluded)				137,456.80

Note: Products on H-GAC Contract are marked as 'H'. Items without an 'H' are open market items. H-GAC Contract No. EC07-18

Freight INCO Terms: FOB Destination to Union, Missouri, United States

Payment Terms:

30% due with order, NET 30

50% due upon Shipment of Work, NET 30

20% due upon installation completion, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period is 90 days for product (only). See Evans Terms & Conditions document for more details.

Evans accepts all major credit cards subject to service fees.

P.O. #: _____

Accept Evans Terms and Conditions

Accepted by: _____

Date: _____

Evans Consoles Incorporated

1577 Spring Hill Road, Suite 110 | Vienna, VA | USA 22182

Sales: +1.855.284.1129 | Client Services/Parts: +1.877.628.6470 | Web: www.evansonline.com



**MANUFACTURED PRODUCT
BILL OF MATERIALS**

Console_1							Qty: 2
Dispatch							
	Part Number	Description	Measure	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE							
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included	
2	DSP-FD-B	Base Full Depth Console	Units	478.34 H	5	2,391.70	
3	DSP-RD-B	Base Reduced Depth Console	Units	430.98 H	3	1,292.94	
4	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	368.75 H	2	737.50	
5	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	429.11 H	2	858.22	
6	CO-WS	HPL Worksurface with Ergonomic PVC Edge	Units	143.96 H	11	1,583.56	
7	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,722.03 H	1	1,722.03	
8	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	803.43 H	1	803.43	
9	CO-PS-FP	Partition System with fabric panels	Units	91.95 H	11	1,011.45	
EQUIPMENT/ACCESSORIES							
10	CO-ESS-BFS	Base Fixed Shelf	Each	184.83 H	2	369.66	
11	CO-ESS-BSOS	Base Slide-Out Shelf	Each	214.56 H	1	214.56	
12	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	949.99 H	1	949.99	
13	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	99.42 H	1	99.42	
14	CO-EL-PM-AC	EnviroLinc AC power module	Each	270.51 H	1	270.51	
15	CO-EL-TSC	EnviroLinc touch screen controller	Each	247.99 H	1	247.99	
16	CO-HT-FA-EL	Forced Air Heater mounted to front panel; EnviroLinc compatible	Each	445.83 H	1	445.83	
17	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	106.81 H	1	106.81	
18	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	91.95 H	3	275.85	
19	CO-PDO-DT-MHO	MHO Desktop Power Unit; 2 Power Receptacles (NEMA 5-15), 2 Configurable Data Ports (refer to drawing for configuration)	Each	236.85 H	1	236.85	
20	CO-TL-SW-ZB	Z-Bar task light by Konzept with Slatwall/Slatrail mount	Each	192.95 H	1	192.95	
21	CO-UMA-B-L1	Unity Monitor Arm™ 2.0 Base; Level 1; Manual depth adjustment; No height adjustment included; Power bar not included	Each	1,608.29 H	1	1,608.29	
22	CO-UMA-MM-DT-SL	Double Tier Monitor Mount for Unity Monitor Arm™ 2.0; Single Link with Knuckle (may require additional power bar)	Each	225.25 H	3	675.75	
23	CO-UMA-SR-B	Slatrail beam for Unity Monitor Arm™ 2.0	Units	121.69 H	7	851.83	
24	CO-PL-H-3X3-NC	PowerLinc Hub; 3 circuits with 3 outlets each (3x3), no cable	Each	510.96 H	1	510.96	
25	CO-PL-SC-12-10	10' (3m) PowerLinc Starter Cable (3L,3N,2G); 12 AWG	Each	176.50 H	1	176.50	
Sub-Total (single unit)						17,634.58	

Console_2							Qty: 1
Dispatch							
	Part Number	Description	Measure	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE							
26	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included	
27	DSP-FD-B	Base Full Depth Console	Units	478.34 H	5	2,391.70	
28	DSP-RD-B	Base Reduced Depth Console	Units	430.98 H	3	1,292.94	
29	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	368.75 H	2	737.50	
30	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	429.11 H	2	858.22	
31	CO-WS	HPL Worksurface with Ergonomic PVC Edge	Units	143.96 H	11	1,583.56	
32	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,722.03 H	1	1,722.03	
33	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	803.43 H	1	803.43	

34	CO-PS-FP	Partition System with fabric panels	Units	91.95	H	11	1,011.45
EQUIPMENT/ACCESSORIES							
35	CO-ESS-BFS	Base Fixed Shelf	Each	184.83	H	2	369.66
36	CO-ESS-BSOS	Base Slide-Out Shelf	Each	214.56	H	1	214.56
37	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	949.99	H	1	949.99
38	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	99.42	H	1	99.42
39	CO-EL-PM-AC	EnviroLinc AC power module	Each	270.51	H	1	270.51
40	CO-EL-TSC	EnviroLinc touch screen controller	Each	247.99	H	1	247.99
41	CO-HT-FA-EL	Forced Air Heater mounted to front panel; EnviroLinc compatible	Each	445.83	H	1	445.83
42	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	106.81	H	1	106.81
43	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	91.95	H	3	275.85
44	CO-PDO-DT-MHO	MHO Desktop Power Unit; 2 Power Receptacles (NEMA 5-15), 2 Configurable Data Ports (refer to drawing for configuration)	Each	236.85	H	1	236.85
45	CO-TL-SW-ZB	Z-Bar task light by Konzept with Slatwall/Slatrail mount	Each	192.95	H	1	192.95
46	CO-UMA-B-L1	Unity Monitor Arm™ 2.0 Base; Level 1; Manual depth adjustment; No height adjustment included; Power bar not included	Each	1,608.29	H	1	1,608.29
47	CO-UMA-MM-DT-SL	Double Tier Monitor Mount for Unity Monitor Arm™ 2.0; Single Link with Knuckle (may require additional power bar)	Each	225.25	H	3	675.75
48	CO-UMA-SR-B	Slatrail beam for Unity Monitor Arm™ 2.0	Units	121.69	H	7	851.83
49	CO-PL-H-3X3-NC	PowerLinc Hub; 3 circuits with 3 outlets each (3x3), no cable	Each	510.96	H	1	510.96
50	CO-PL-SC-12-10	10' (3m) PowerLinc Starter Cable (3L,3N,2G); 12 AWG	Each	176.50	H	1	176.50
Sub-Total (single unit)							17,634.58

Console_3 Qty: 2

Dispatch

Part Number	Description	Measure	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE						
51	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	Included	
52	DSP-FD-B	Base Full Depth Console	Units	478.34	H 10	4,783.40
53	DSP-RD-B	Base Reduced Depth Console	Units	430.98	H 6	2,585.88
54	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	368.75	H 4	1,475.00
55	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	429.11	H 2	858.22
56	CO-WS	HPL Worksurface with Ergonomic PVC Edge	Units	143.96	H 22.5	3,239.10
57	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,722.03	H 2	3,444.06
58	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	803.43	H 2	1,606.86
59	CO-PS-FP	Partition System with fabric panels	Units	91.95	H 22.5	2,068.88
EQUIPMENT/ACCESSORIES						
60	CO-ESS-BFS	Base Fixed Shelf	Each	184.83	H 4	739.32
61	CO-ESS-BSOS	Base Slide-Out Shelf	Each	214.56	H 2	429.12
62	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	949.99	H 2	1,899.98
63	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	99.42	H 2	198.84
64	CO-EL-PM-AC	EnviroLinc AC power module	Each	270.51	H 2	541.02
65	CO-EL-TSC	EnviroLinc touch screen controller	Each	247.99	H 2	495.98
66	CO-HT-FA-EL	Forced Air Heater mounted to front panel; EnviroLinc compatible	Each	445.83	H 2	891.66
67	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	106.81	H 2	213.62
68	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	91.95	H 7	643.65
69	CO-PDO-DT-MHO	MHO Desktop Power Unit; 2 Power Receptacles (NEMA 5-15), 2 Configurable Data Ports (refer to drawing for configuration)	Each	236.85	H 2	473.70
70	CO-TL-SW-ZB	Z-Bar task light by Konzept with Slatwall/Slatrail mount	Each	192.95	H 2	385.90
71	CO-UMA-B-L1	Unity Monitor Arm™ 2.0 Base; Level 1; Manual depth adjustment; No height adjustment included; Power bar not included	Each	1,608.29	H 2	3,216.58

72	CO-UMA-MM-DT-SL	Double Tier Monitor Mount for Unity Monitor Arm™ 2.0; Single Link with Knuckle (may require additional power bar)	Each	225.25 H	6	1,351.50
73	CO-UMA-SR-B	Slatrail beam for Unity Monitor Arm™ 2.0	Units	121.69 H	14	1,703.66
74	CO-PL-H-3X3-NC	PowerLinc Hub; 3 circuits with 3 outlets each (3x3), no cable	Each	510.96 H	2	1,021.92
75	CO-PL-SC-12-10	10' (3m) PowerLinc Starter Cable (3L,3N,2G); 12 AWG	Each	176.50 H	2	353.00
Sub-Total (single unit)						34,620.85

Millwork and General Accessories

	Part Number	Description	Measure	Unit Price	Qty	Extended Price
76	MLW-PD-MB-BBF-M	Mobile Metal Pedestal; Box/Box/File; Black finish; Keyed lock	Each	254.50 H	7	1,781.50



TERMS AND CONDITIONS

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by EVANS Consoles Corporation and/ or EVANS Consoles Incorporated and/or EVANS Consoles B.V. (collectively, "EVANS") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

- 1.1 Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2 The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). EVANS reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

2.0 Price and Payment

- 2.1 Except as otherwise agreed in writing by the parties, the prices of the Work shall be paid as per the following payment terms:
 - 2.1.1 Thirty percent (30%) progress payment net thirty (30) due upon Sign Off, as herein defined, two percent (2%) net fifteen (15);
 - 2.1.2 Seventy percent (70%) net thirty (30) upon shipment of work, two percent (2%) net fifteen (15);
 - 2.1.3 One point five percent (1.5%) late payment penalty shall be applied per calendar month per payment if payment not received within 30 days of invoice issuance.
- 2.2 Pay When Paid Clause. Buyer shall NOT withhold payment to EVANS for reasons unrelated to the work of EVANS. Customer shall not unreasonably withhold authorization for payment.
- 2.3 For Purchase Orders which require the Work to be shipped and or installed outside of the United States or Canada, credit approval from a third party agency previously approved by EVANS must be obtained and provided in a form satisfactory to EVANS in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
 - 2.3.1 The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
 - 2.3.2 The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
 - 2.3.3 The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later. If the project is delayed or rescheduled, then the ILC expiry date will need to be extended; and
 - 2.3.4 All documents requiring execution relating to the ILC must be within the control of EVANS or produced by EVANS, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.4 It is recognized that an EVANS console solution is a one of a kind, custom made product specifically designed to meet the customer's equipment and ergonomic requirements, hence;
 - 2.4.1 Once design and production have started or product has been shipped, the order is non-cancelable, non-returnable and non-refundable.
 - 2.4.2 Third party buyouts (where there is no EVANS manufacturing component) will have a minimum restocking charge of 25%, plus freight. This will be confirmed at the time of return request based on the policies in place from our third party suppliers.
- 2.5 The Quotation price includes all transportation, carriage and insurance from EVANS' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.6 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.

- 2.7 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada EVANS is required by law to collect the appropriate state, provincial and municipal sales and use taxes at the time of invoice, for the products supplied. EVANS will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

- 2.8 EVANS is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States. This information must be included in the Purchase Order prior to shipment of any Work.

3.0 Scheduling

- 3.1 EVANS will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1, and provided acceptance of the signed off drawings, in writing, authorizing EVANS to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2 EVANS will establish a formal project schedule, based on dates mutually agreeable to the Buyer and EVANS, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.
- 3.3 All of the detailed information required to complete the design of the consoles shall be provided to EVANS by the Buyer at the time of project Sign Off. All of the product dimensions shown on the Sign Off drawings are considered final. Any changes to these dimensions by the buyer after project Sign Off may have an impact on pricing and/or schedule.
- 3.4 In the case where there are further questions following project Sign Off, or there are clarifications or missing information that are identified during detailed design and manufacturing stage of the project, the Buyer shall respond to these questions within 48 hours of the request being sent by EVANS. If EVANS does not receive a request within the timeframe, the scheduled project delivery and/or cost may be impacted.
- 3.5 Room dimensions that are provided to EVANS by the Buyer and which are show on the Sign Off drawings, are assumed to be the correct onsite dimensions. In the case there is a discrepancy between the onsite conditions and the Sign Off drawings, the Sign Off drawings will be considered as correct and any adjustment required may have an impact on pricing and/or schedule.

4.0 Packing

- 4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2 At the Buyer's request, EVANS can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with EVANS standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, EVANS will provide a revised Quotation or change order for any additional services.

5.0 Shipment and Storage

- 5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, EVANS will provide a revised Quotation or change order for the additional services.
- 5.2 EVANS follows the international trade terms under INCOTERMS 2010.
- 5.3 When EVANS is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to)

- named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by EVANS who pays for transportation and insurance to the named destination.
- 5.4 If damage occurs during shipment, these damages must be identified and EVANS notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
 - 5.5 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
 - 5.6 If the Buyer is responsible for shipping the Work, the shipping term will be ex-works (named place of delivery) as defined in Incoterms 2010. EVANS will place the Work on EVANS' loading dock, suitably packaged for export shipment and advise the Buyer in writing it is available for pickup. If pickup does not occur with 3 working days, additional cost may apply. The Buyer shall communicate to EVANS the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from EVANS' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.
 - 5.7 The Work is designed for indoor control room environments with temperature and humidity control. EVANS requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. EVANS will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of EVANS.
- 6.0 Site Preparation and Installation**
- 6.1 The Buyer shall make the destination and/ or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way effect or impact the installation of the Work must be complete.
 - 6.2 The Buyer shall appoint a representative who will be available at the Site to direct EVANS installation team regarding security, site safety and Work placement.
 - 6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or Installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.
 - 6.4 EVANS requires a minimum of 10 business days to coordinate resources prior to the installation activity.
 - 6.5 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by EVANS at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.
 - 6.6 All installations of the Work must be performed by an authorized EVANS Representative or an EVANS' certified dealer (collectively the

"Installer"). For Purchase Orders made excluding installation services, it is understood that EVANS products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by EVANS, they shall execute an Installation Waiver in favor of EVANS. If the Buyer is a dealer not certified by EVANS to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

- 7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").
- 7.2 All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of EVANS may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and EVANS will provide a revised Quotation or change order for the adjustment.

8.0 Buyer Acceptance

- 8.1 Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 8.2 Upon completion of the installation of the Work, a report will be produced by the Installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to EVANS corporate office with 48 hours of installation completion. All Installers must provide a signed acceptance from the Buyer to EVANS.

9.0 EVANS Warranty

- 9.1 Unless otherwise stated in the Quotation, EVANS warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
 - 9.1.1 LIFETIME WARRANTY on all fixed structural frame components;
 - 9.1.2 LIFETIME WARRANTY on all static exterior panels and work surface components parts; with 5 years for labor;
 - 9.1.3 LIFETIME WARRANTY on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
 - 9.1.4 OEM (original equipment manufacturer) warranty on all third party buyouts identified on the Price Quote
 - 9.1.5 5 years on the EVANS branded E-Arm family
 - 9.1.6 5 YEAR WARRANTY on electrical actuated lift columns;
 - 9.1.7 3 YEAR PRODUCT WARRANTY on EVANS' PowerLinc™ system;
 - 9.1.8 3 YEAR PRODUCT WARRANTY on EVANS' EnviroLinc™ system;
 - 9.1.9 3 YEAR PRODUCT WARRANTY on EVANS' LumiLinc™ system
- 9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to EVANS within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to EVANS prior to the expiration of the relevant warranty period, EVANS shall not be obligated to provide any warranty to the Work.
- 9.3 At EVANS option, products will be repaired at the Site or, if deemed necessary, will be returned to EVANS, with EVANS being responsible for shipping and handling charges and insuring the shipment. EVANS will return the repaired or replacement products to the Buyer via prepaid freight. If EVANS does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 9.5 below, the decision is binding and final upon the Buyer.
- 9.4 The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.
- 9.5 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by EVANS, neglect, problems

caused by the use of parts and components not supplied by EVANS, or the effects of normal wear and tear.

- 9.6 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the nosing and/or worksurface. Similarly, the warranty on Evans Acrylic glass products is void and unenforceable if a non-approved cleaner is used.
- 9.7 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.
- 9.8 The provision of installation labor is at the sole discretion of EVANS, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of EVANS' custom-fabricated products.
- 9.9 Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of EVANS.

10.0 Confidentiality

- 10.1 The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by EVANS in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by EVANS to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such confidential information shall not be reproduced or copied by the Buyer without EVANS written consent and shall remain the sole property of EVANS, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

- 11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.
- 11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

- 12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.
- 12.2 EVANS does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. EVANS shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.
- 12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

- 13.1 If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase

Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.

- 13.2 Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.
- 13.3 The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

14.0 Termination

- 14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, EVANS may terminate this Purchase Order at their sole discretion. If the material breach continues, EVANS may terminate this Purchase Order and Buyer will be responsible for any costs incurred by EVANS in their performance under the Purchase Order to the date of termination.
- 14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of EVANS.

15.0 Waiver

- 15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival & Severability

- 16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.
- 16.2 If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 DUTIES

- 17.1 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and EVANS acknowledge and agree that outside of the United States and Canada, the price does not include any duties, levies, import charges or assessments levied or imposed by the relevant Government authorities upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government upon the importation shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by EVANS, they shall be reimbursed by the Buyer to EVANS upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from EVANS' manufacturing facilities to the designated place or places for delivery specified in the Quotation.

rev. February 25, 2019

PRODUCT

Dispatch III



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DESIGN & EQUIP'S MISSION CRITICAL OPERATIONS
PROPRIETARY STATEMENT
DRAWINGS AND DESIGNS ARE THE PROPERTY OF
EVANS AND CAN ONLY BE USED OR REPRODUCED
WITH THE COMPANY'S WRITTEN PERMISSION
GENERAL NOTES

- DO NOT SCALE DRAWINGS
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR INFORMATION ONLY AND IS NOT TO BE PROCEEDED UNLESS SPECIFIED OTHERWISE
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF +1/32" PER 2' LINEAR FEET OF CONSOLE PRODUCT.

REV	COMMENTS	DATE	BY
C	THIRD RELEASE	7/31/2019	SWA
B	SECOND RELEASE	7/23/2019	SWA
A	FIRST RELEASE	7/16/2019	EGM

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

FRANKLIN COUNTY
911

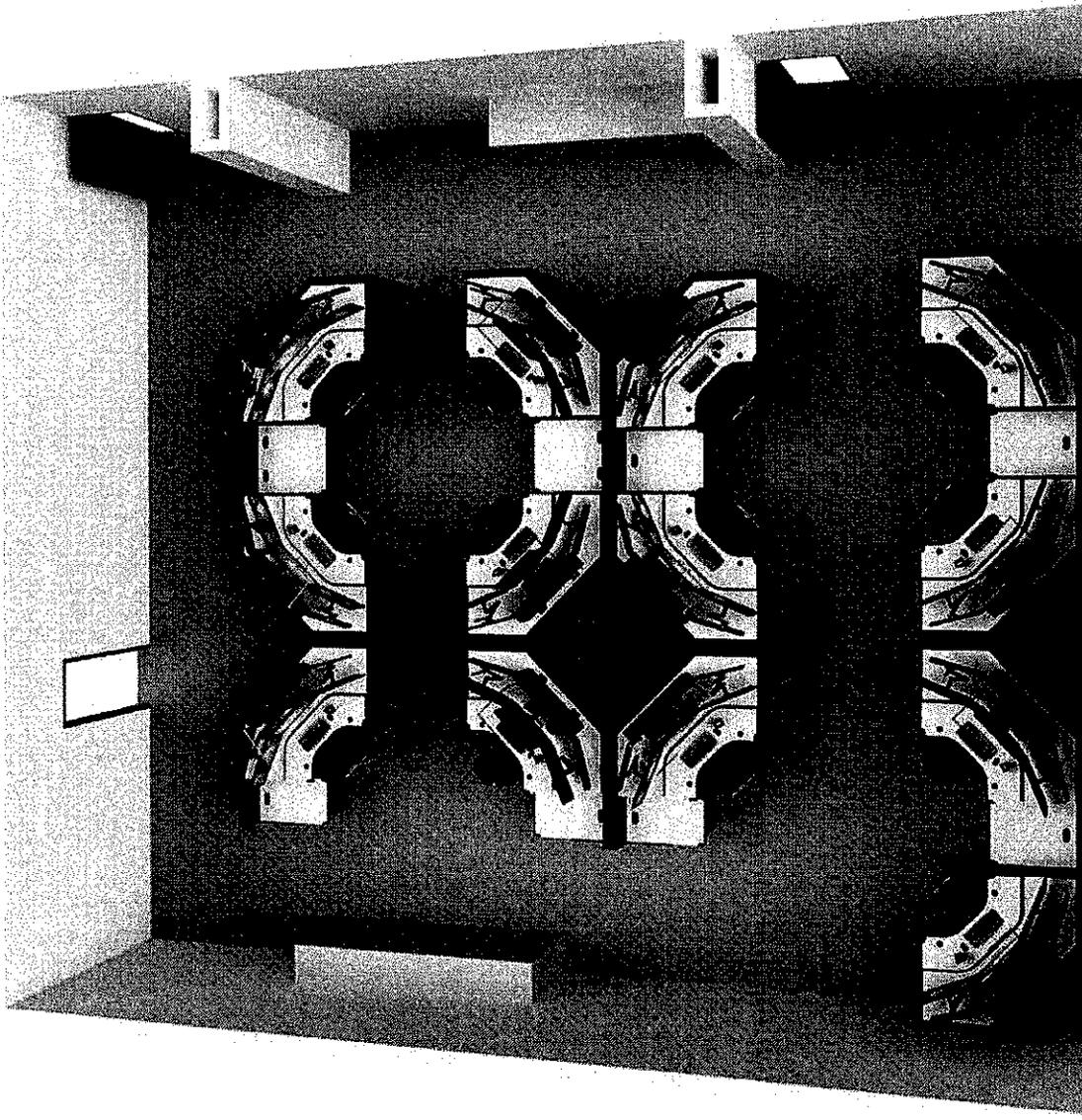
LOCATION: Union, Missouri
DRAWING

ROOM RENDERING

DATE	DRAWING NUMBER	REV
7/31/2019	1 OF 9	C

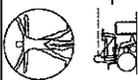
EVANS PROJECT NUMBER

19-5284-301



PRODUCT

Dispatch III



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EVANS
DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS PROPRIETARY STATEMENT.
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE COMPANY'S WRITTEN PERMISSION.

GENERAL NOTES:
- DO NOT SCALE DRAWINGS
- ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF CONSOLE PRODUCT.

REV	COMMENT	DATE	BY
C	THIRD RELEASE	7/31/2018	SWA
B	SECOND RELEASE	7/29/2018	SWA
A	FIRST RELEASE	7/16/2018	Earl

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

FRANKLIN COUNTY
911

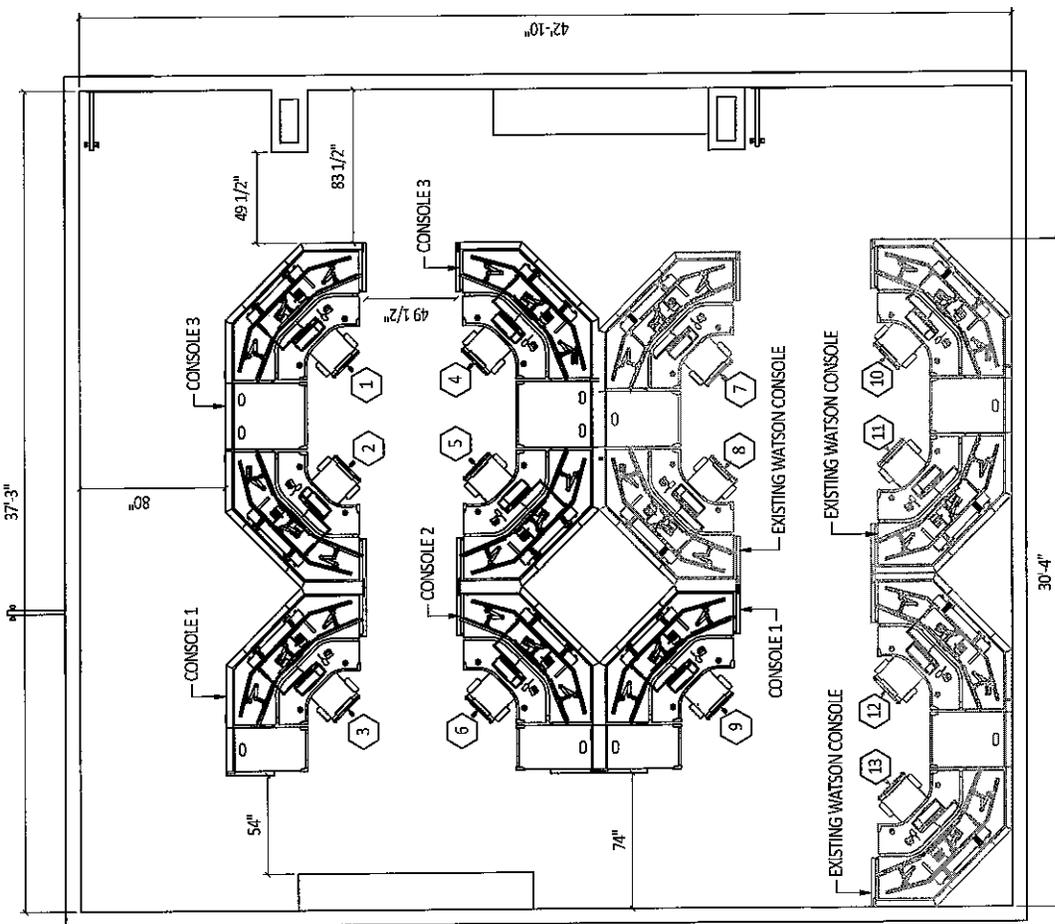
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DRAWING

ROOM LAYOUT

DATE: 7/31/2018
SCALE: AS SHOWN

DRAWING NUMBER: 2 OF 9
REV: C

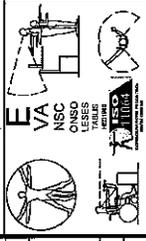
EVANS PROJECT NUMBER: 19-5284-301



ROOM LAYOUT
SCALE NTS

THE ROOM DIMENSIONS AND LAYOUT SHOWN ON THIS DRAWING HAVE BEEN PROVIDED TO EVANS BY AN EVANS REPRESENTATIVE. THIS CONSOLE DESIGN ASSUMES A MINIMUM 34 3/4" CLEAR PATH OF TRAVEL INTO THE CONTROL ROOM. EVANS HAS NOT PERFORMED A SITE INSPECTION TO VERIFY ROOM DIMENSIONS OR FLOOR PLAN LAYOUT. WE STRONGLY SUGGEST THAT THE DIMENSIONS AND LAYOUT SHOWN ARE VERIFIED BY THE END USER PRIOR TO THE APPROVAL OF THIS DRAWING.

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DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS
PROGRAM STATEMENT
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EVANS AND CAN ONLY BE USED OR REPRODUCED
WITH THE COMPANY'S WRITTEN PERMISSION
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REFERENCE ONLY. THE USER SHALL BE
PROVIDED BY OTHERS UNLESS SPECIFICALLY
INDICATED OTHERWISE.
DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF
CONSULE PRODUCT.

REV	DATE	BY	REVISION HISTORY
C	7/23/2019	SWA	THIRD RELEASE
B	7/23/2019	SWA	SECOND RELEASE
A	7/16/2019	EGW	FIRST RELEASE

CLIENT APPROVAL FOR PRODUCTION

SERIAL# / DATE
CLIENT / PROJECT

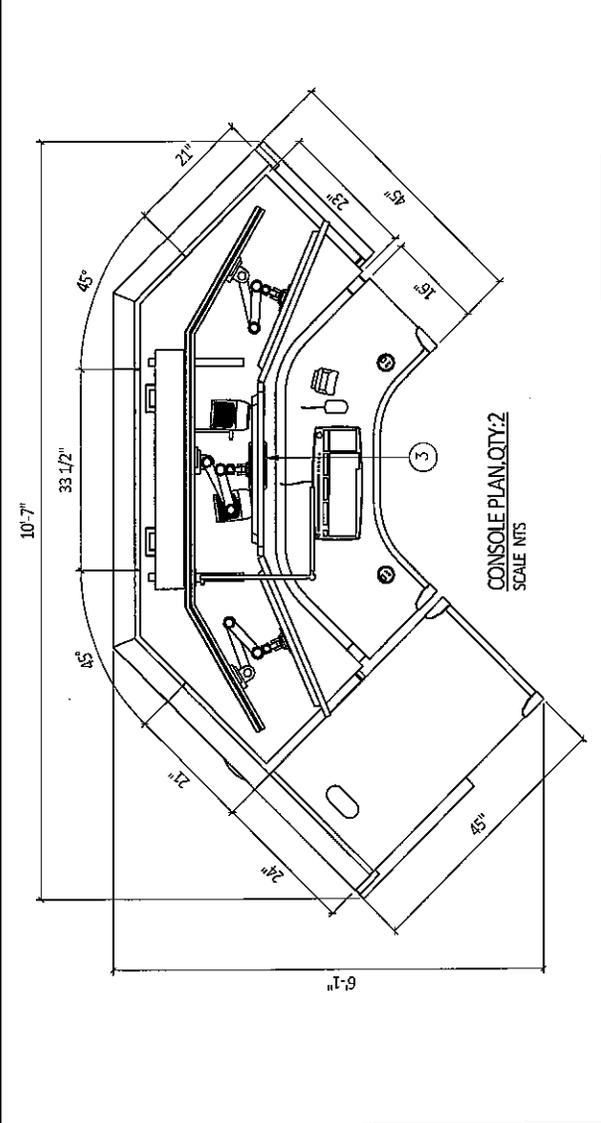
FRANKLIN COUNTY
911
LOCATION: Unity, Missouri
DRAWING

CONSULE 1 DETAILS

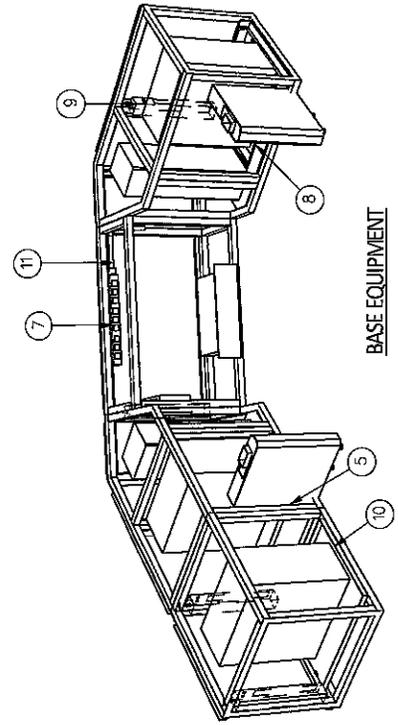
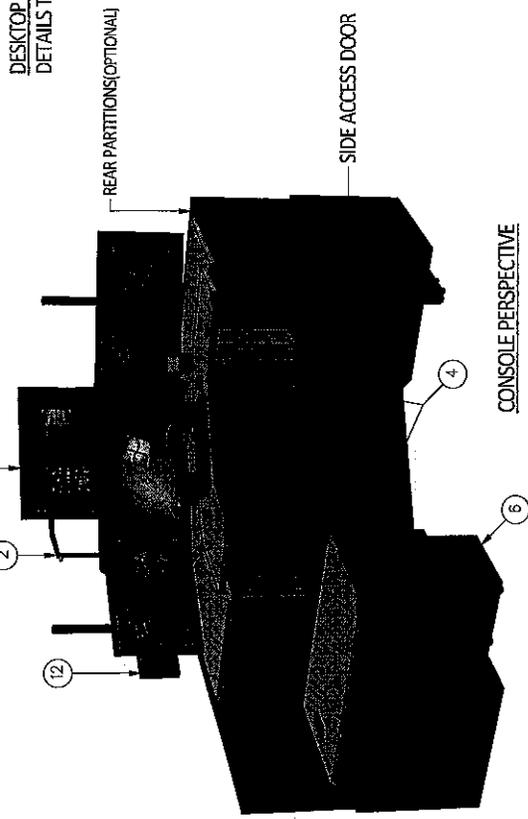
DATE	DRAWING NUMBER	REV
7/17/2019	3 OF 9	C

EVANS PROJECT NUMBER
19-5284-301

ITEM	QTY	DESCRIPTION
1	3	27" AND 32" LCD MONITOR (N.L.C.) ON SLATRAIL MOUNTED DOUBLE HIGH MONITOR ARM (SINGLE ARM USED ON THE OUTER 2 POSITIONS); MAX EQ: 40 LBS (18.1KG)
2	1	Z-BAR TASK LIGHT BY KONCEPT WITH SLATRAIL MOUNT
3	1	DESKTOP POWER UNIT; 2 AC, 2 USB CHARGING ONLY, SILVER (OPTIONAL)
4	1	EMV/ROLING SYSTEM (1 TOUCH SCREEN CONTROLLER, 2 DESKTOP FANS, 1 FORCED AIR HEATER), (OPTIONAL)
5	1	FIXED SHELF, EQUIPMENT
6	1	MAX DIM 11" W x 19" D x 17" H
7	1	METAL MOBILE PEDESTAL, B/B/F LOCKS, KEYED DIFFERENT (OPTIONAL)
8	1	POWERLINC HUB; 3CCT x 3, 5-20R; R56 GROUNDING (OPTIONAL)
9	4	SLIDE OUT EQUIPMENT SHELF MAX DIM 15" W x 16" D x 17" H INTERNAL NORTH AMERICA POWER BAR 6 OUTLETS; 120V/15A, W/ 6 POWER CORD CSA/UL (LOCATION TO BE FINALIZED UPON DETAILED DESIGN)
10	1	FIXED SHELF, EQUIPMENT MAX DIM 18" W x 19" D x 17" H
11	1	POWERLINC 10' STARTER WHIP (OPTIONAL)
12	1	UNITY MONITOR ARM™ 2.0 BASE; LEVEL 1; MANUAL DEPTH ADJUSTMENT, NO HEIGHT ADJUSTMENT; INCLUDES 6 OUTLET POWER BAR (OPTIONAL)



DESKTOP POWER UNIT; 2 AC, 2 USB
DETAILS TO BE DETERMINE UPON FINAL DESIGN



Product Dispatch III

www.evansonline.com
EVANS
 DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS
 EXPRIEABLE STATEMENT
 DRAWINGS AND DESIGNS ARE THE PROPERTY OF
 EVANS AND SHALL REMAIN UNLESS SPECIFIED
 OTHERWISE. THE COMPANY'S LIABILITY IS LIMITED
 TO GENERAL NOTES.

DO NOT SCALE DRAWINGS
 DIMENSIONS SHOWN HAVE A CONSTRUCTION
 TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF
 CONSOLE PRODUCT.

THIRD RELEASE	7/21/2019	SWA	
SECOND RELEASE	7/23/2019	SWA	
FIRST RELEASE	7/25/2019	ESG/A	
REV	COMMENT	DATE	BY

REVISION HISTORY
 CLIENT APPROVAL FOR PRODUCTION

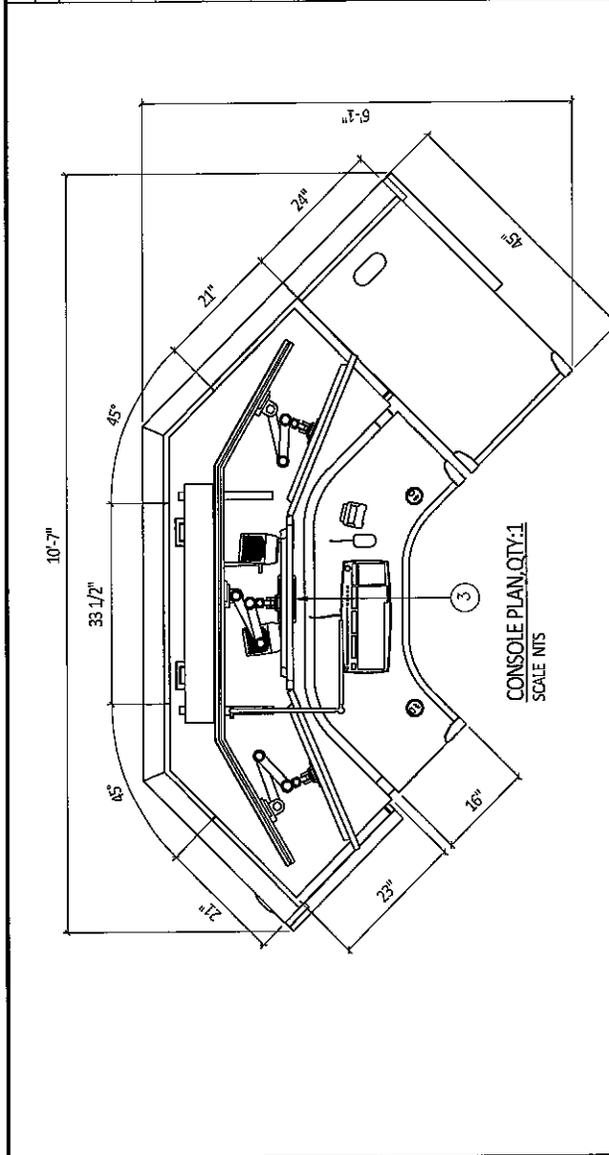
SIGNATURE / DATE
 CLIENT / PROJECT

FRANKLIN COUNTY
 911
 LOCATION: Union, Missouri
 DRAWING

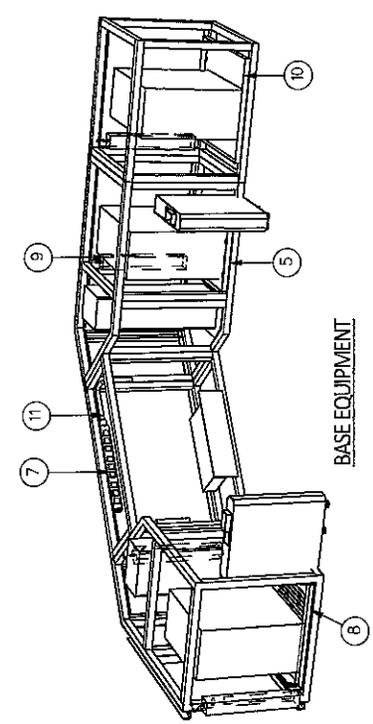
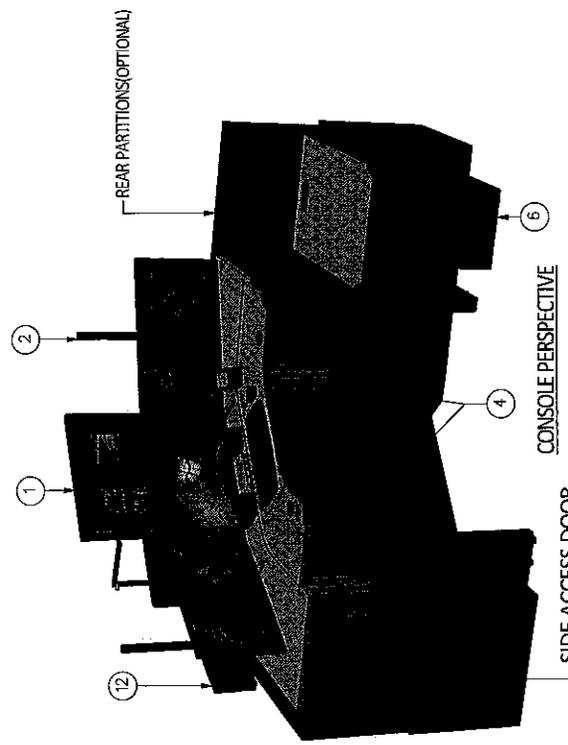
CONSOLE 2 DETAILS

DATE	21/2019	REV	C
DRAWING NUMBER	4 OF 9		
SCALE	AS SHOWN		
EVANS PROJECT NUMBER	19-5284-301		

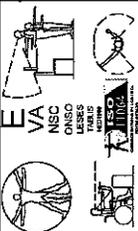
ITEM	QTY	DESCRIPTION
1	3	27" AND 32" LCD MONITOR (M.I.C.) ON SLATRAIL MOUNTED DOUBLE HIGH MONITOR ARM (SINGLE ARM USED ON THE OUTER 2 POSITIONS) MAX EQ: 40 LBS (18.1KG)
2	1	Z-BAR TASK LIGHT BY KONCEPT WITH SLATRAIL MOUNT
3	1	DESKTOP POWER UNIT; 2 AC, 2 USB CHARGING ONLY
4	1	SILVER (OPTIONAL)
5	1	EMERGENCY SYSTEM (1 TOUCH SCREEN CONTROLLER, 2 DESKTOP FANS, 1 FORCED AIR HEATER, (OPTIONAL)
6	1	FIXED SHELF EQUIPMENT
7	1	MAX DIM 11"W x 19"D x 17"H
8	1	METAL MOBILE PEDESTAL B/B/F LOCKS KEYS DIFFERENT (OPTIONAL)
9	4	POWERLINE HUB; 3CCT x 3, 5-20R, R55 GROUNDING (OPTIONAL)
10	1	SLIDE OUT EQUIPMENT SHELF
11	1	MAX DIM 15"W x 16"D x 17"H
12	1	INTERNAL NORTH AMERICA POWER BAR 6 OUTLETS; 120V/15A, W/ 6 POWER CORD CSA/UL (LOCATION TO BE FINALIZED UPON DETAILED DESIGN)
		FIXED SHELF, EQUIPMENT
		MAX DIM 18"W x 19"D x 17"H
		POWERLINE 10' STARTER WHIP (OPTIONAL)
		UNITY MONITOR ARM™ 2.0 BASE; LEVEL 1; MANUAL DEPTH ADJUSTMENT, NO HEIGHT ADJUSTMENT; INCLUDES 6 OUTLET POWER BAR (OPTIONAL)



DESKTOP POWER UNIT: 2 AC, 2 USB
 DETAILS TO BE DETERMINE UPON FINAL DESIGN



PRODUCT Dispatch III



www.evansonline.com

DESIGNS & EQUIPMENT CRITICAL OPERATIONS
 PRODUCTION STATEMENT:
 EVANS' WORK SHALL BE USED OR REPRODUCED
 WITHOUT THE COMPANY'S WRITTEN PERMISSION.

GENERAL NOTES:
 DO NOT SCALE DRAWINGS
 ALL ELECTRONIC EQUIPMENT IS SHOWN FOR
 REPRESENTATIONAL PURPOSES ONLY AND IS TO BE
 PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE
 DIMENSIONS SHOWN HAVE A CONSTRUCTION
 TOLERANCE OF +/- 1/16" PER 1" UNLESS NOTED
 OTHERWISE.

REV	DATE	BY	REVISION HISTORY
C	7/27/2015	SHA	THIRD RELEASE
B	7/29/2015	SHA	SECOND RELEASE
A	7/16/2015	EMH	FIRST RELEASE
REV	DATE	BY	REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
 CLIENT / PROJECT

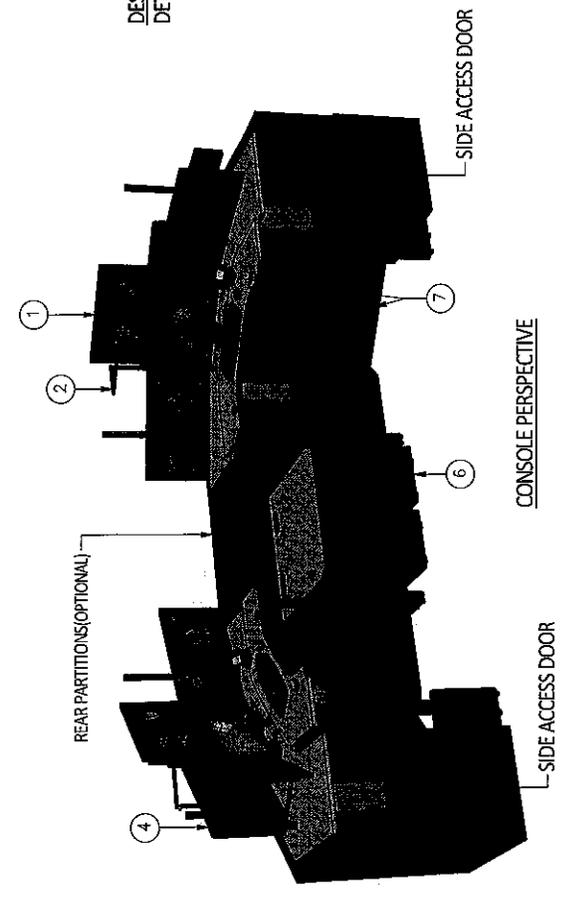
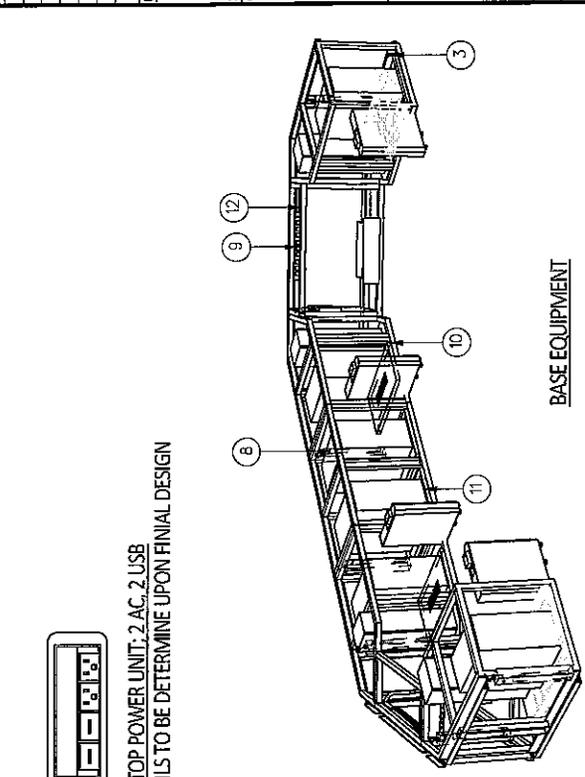
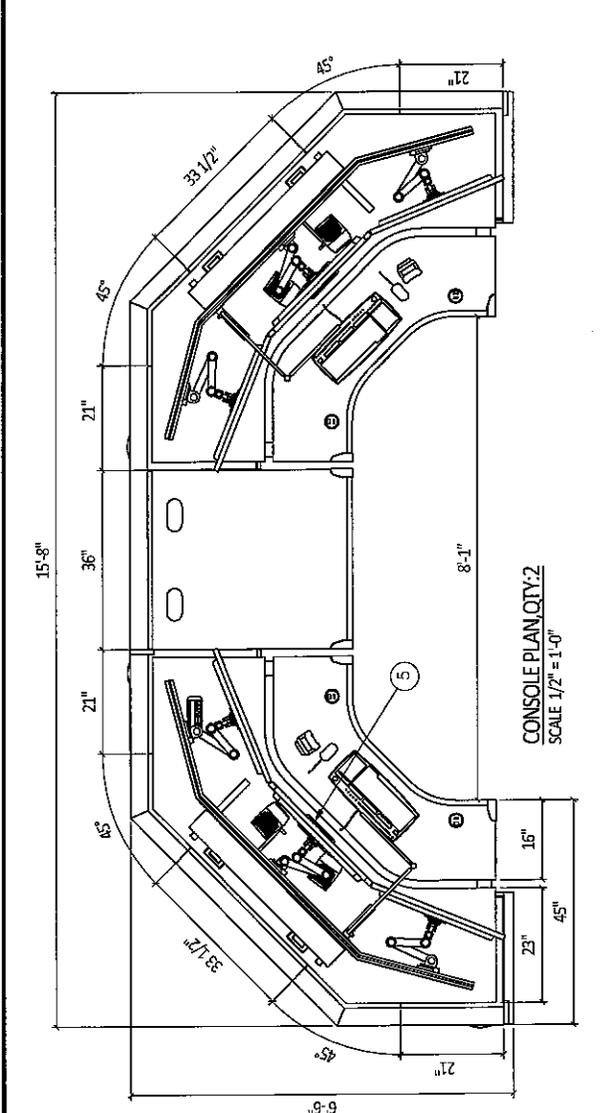
FRANKLIN COUNTY
 911

LOCATION: Union, Missouri
 DRAWING

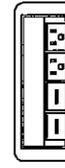
CONSOLE 3 DETAILS

DATE	7/11/2015	DRAWING NUMBER	REV
SCALE	AS SHOWN	5 OF 9	C
EVANS PROJECT NUMBER		19-5284-301	

ITEM	QTY	DESCRIPTION
1	6	27" AND 32" LCD MONITOR (N.I.C.) ON SLATRAIL MOUNTED DOUBLE HIGH MONITOR ARM (SINGLE ARM USED ON THE OUTER 2 POSITIONS) MAX EQ. 40 LBS (18.1KG)
2	2	Z-BAR TASK LIGHT BY KONCEPT WITH SLATRAIL MOUNT
3	2	SLIDE OUT EQUIPMENT SHELF
4	2	MAX DIM 15"W x 16"D x 17"H UNITY MONITOR ARM™ 2.0 BASE; LEVEL 1; MANUAL DEPTH ADJUSTMENT, NO HEIGHT ADJUSTMENT; INCLUDES 6 OUTLET POWER BAR (OPTIONAL)
5	2	DESKTOP POWER UNIT; 2 AC, 2 USB, CHARGING ONLY SILVER (OPTIONAL)
6	2	METAL MOBILE PEDESTAL, 9/8/F, LOCKS, KEYS DIFFERENT (OPTIONAL)
7	2	EMIRROLING SYSTEM (1 TOUCH SCREEN CONTROLLER, 2 DESKTOP FANS, 1 FORCED AIR HEATER), (OPTIONAL)
8	7	INTERNAL NORTH AMERICA POWER BAR 6 OUTLETS; 20W/15A, W/ 6 POWER CORD CSA/UL LOCATION TO BE FINALIZED UPON DETAILED DESIGN
9	2	POWERLINC HUB; 3CCT x 3, 5-200V, RS6 GROUNDING (OPTIONAL)
10	2	FIXED SHELF, EQUIPMENT
11	2	FIXED SHELF, EQUIPMENT
12	2	POWERLINC 10' STARTER WHIP (OPTIONAL)

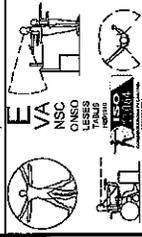


DESKTOP POWER UNIT; 2 AC, 2 USB
 DETAILS TO BE DETERMINE UPON FINAL DESIGN



PRODUCT

Dispatch III



www.evansonline.com
EVANS

DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS
PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF
EVANS AND SHALL NOT BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY MEANS
WITHOUT THE COMPANY'S WRITTEN PERMISSION.

GENERAL NOTES:
- DO NOT SCALE DRAWINGS
- DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF
CONSOLE PRODUCT.

REV	COMMENT	DATE	AUTHOR
A	FIRST RELEASE	7/16/2009	EGH
B	SECOND RELEASE	7/29/2009	SVA
C	THIRD RELEASE	7/31/2009	SVA

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

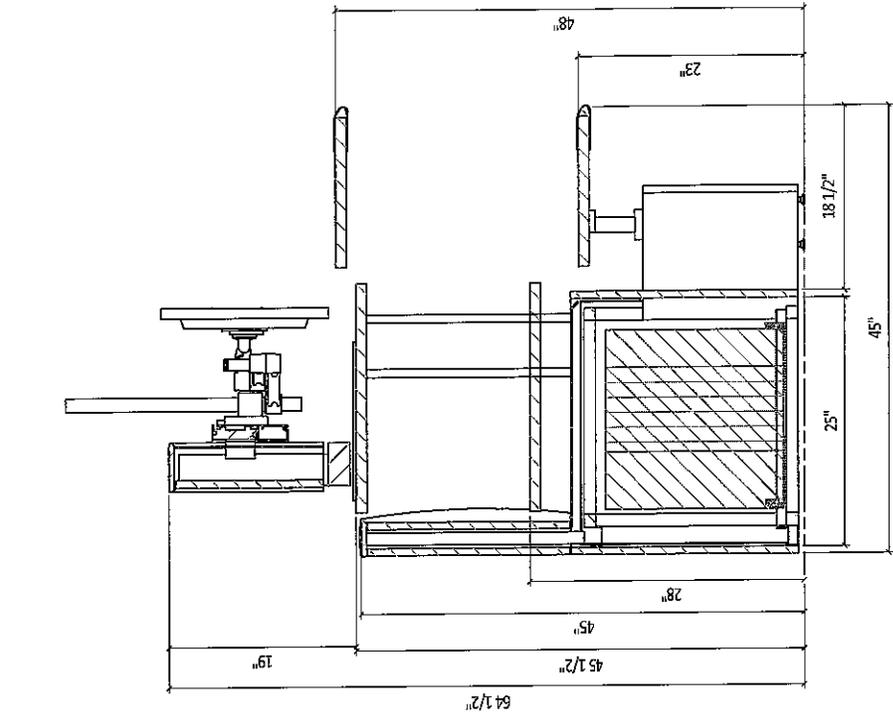
FRANKLIN COUNTY
911

LOCATION: Urban, Missouri
DRAWING

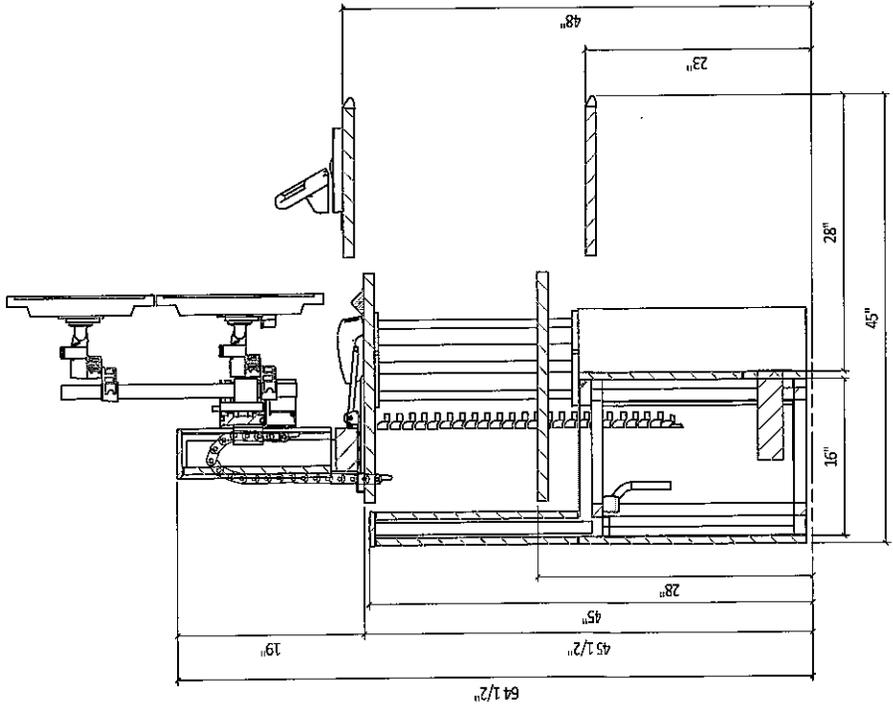
CONSOLE SECTIONS

DATE	DRAWING NUMBER	REV
7/31/2009	6 OF 9	C

EVANS PROJECT NUMBER
19-5284-301



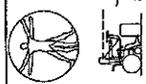
DISPATCH III FULL DEPTH SECTION
SCALE 1" = 1'-0"



DISPATCH III REDUCED DEPTH SECTION
SCALE 1" = 1'-0"

PRODUCT

Dispatch III



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EVANS

DESIGNS & EQUIPS NEARLY ALL CRITICAL OPERATIONS
EQUIPMENT (STATEMENT)
DRAWINGS ARE THE PROPERTY OF
EVANS AND CAN ONLY BE USED OR REPRODUCED
WITHOUT THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:
DO NOT SCALE DRAWINGS
- ALL ELECTRICAL EQUIPMENT IS SHOWN FOR
REPRESENTATIONAL PURPOSES ONLY AND IS TO BE
PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF
CONSOLE PRODUCT.

REV	COMMENT	DATE	AUTHOR
C	THIRD RELEASE	7/21/2019	SKA
B	SECOND RELEASE	7/19/2019	SKA
A	FIRST RELEASE	7/19/2019	609

REVISION HISTORY

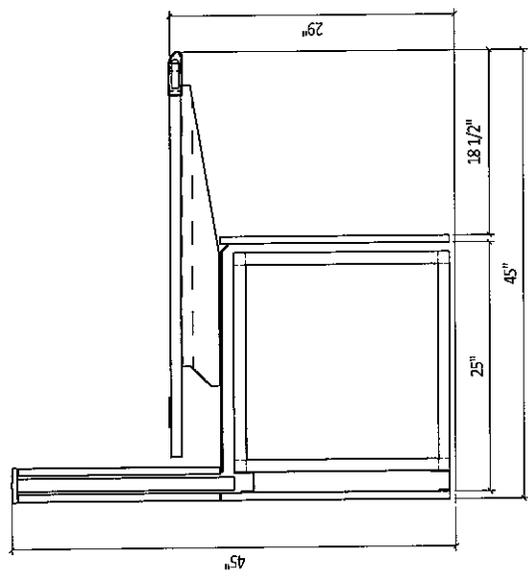
CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

FRANKLIN COUNTY
911

LOCATION: Union, Missouri
DRAWING

CONSOLE SECTION



DISPATCH III BRIDGE SECTION
SCALE 1" = 1'-0"

DATE	DRAWING NUMBER	REV
7/21/2019	7 OF 9	C

SCALE AS SHOWN
EVANS PROJECT NUMBER
19-5284-301

PRODUCT

PEDESTAL



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DESIGNS & EQUIPS NESSON CRITICAL OPERATIONS
PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF
EVANS, AND CAN ONLY BE USED OR REPRODUCED
WITH THE COMPANY'S WRITTEN PERMISSION.

GENERAL NOTES:
- DO NOT SCALE DRAWINGS
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR
REPRESENTATIONAL PURPOSES ONLY AND IS TO BE
PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- THIS DRAWING IS A PRELIMINARY CONCEPT
DRAWING. CONTACT PER 2 UMBRETT OF
CONSOLE PRODUCT.

REV	COMMENT	DATE	BY
C	THIRD RELEASE	7/31/2019	SMA
B	SECOND RELEASE	7/31/2019	SMA
A	FIRST RELEASE	7/16/2019	ESV

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PRODUCT

FRANKLIN COUNTY
911

LOCATION: Union, Missouri

DRAWING

METAL MOBILE
PEDESTAL (OPTIONAL)

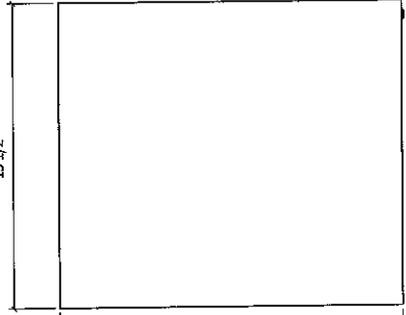
DATE	DRAWING NUMBER	REV
7/31/2019	8 OF 9	C

SCALE AS SHOWN

EVANS PROJECT NUMBER

19-5284-301

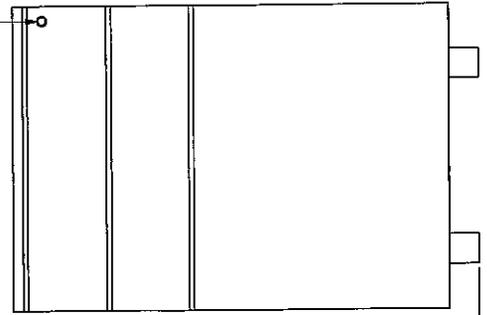
15 1/2"



17 1/2"

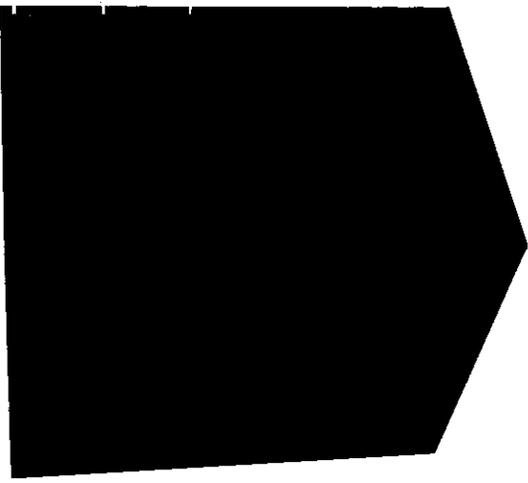
PEDESTAL PLAN, QTY: 2
SCALE: NTS

LOCKS KEVED DIFFERENT



24"

FRONT ELEVATION

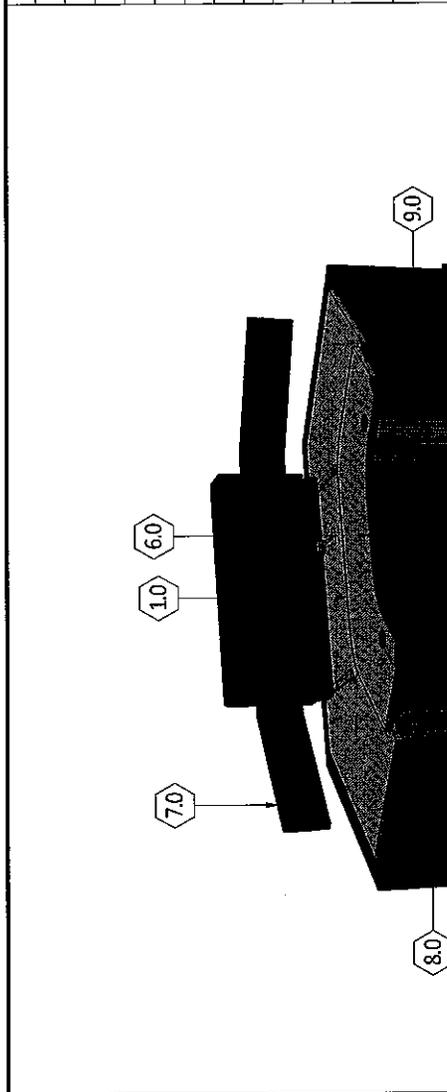


PEDESTAL PERSPECTIVE

PRODUCT: Dispatch III

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EVANS
 DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS
 SPECIALTY ELEMENTS
 DRAWINGS AND DESIGNS ARE THE PROPERTY OF
 EVANS AND SHOULD NOT BE REPRODUCED
 WITHOUT THE COMPANY'S WRITTEN PERMISSION
 GENERAL NOTES:
 - DO NOT SCALE DRAWINGS
 - ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE
 SPECIFIED
 - DIMENSIONS SHOWN HAVE A CONSTRUCTION
 TOLERANCE OF +/- 1/16" PER 2 LINEAR FEET OF
 CONSOLE PRODUCT.

ITEM	NAME	SELECTED FINISH
1.0	WORKSURFACES	TBD(HPL-Grey 1500-80)
2.0	FRONT & REAR PANELS	TBD(HPL-Studio Teak 7960K-18)
3.0	END PANELS	TBD(HPL-Studio Teak 7960K-18)
4.0	END PANEL ACCENTS	Black
5.0	FABRIC PANELS	N/A
6.0	WORKSURFACE NOSING	Black PVC
7.0	OTHER SURFACES	XP Black, Sandtex(BK10-XSPP2815)
8.0	HEAVY DUTY LIFT COLUMN (REAR)	Silver
9.0	LIGHT DUTY LIFT COLUMN (FRONT)	Black
10.0	CLADDING PANELS	Sheet Metal XP Black, Sandtex(BK10-XSPP2815)
NOTE:	INTERNAL FRAME & ACCESSORIES (POWDERCOATED)	XP Black, Sandtex(BK10-XSPP2815)



REV	DATE	AUTHOR	COMMENT
C	7/21/2019	SKA	THIRD RELEASE
B	7/23/2019	SKA	SECOND RELEASE
A	7/19/2019	EGW	FIRST RELEASE



REVISION HISTORY

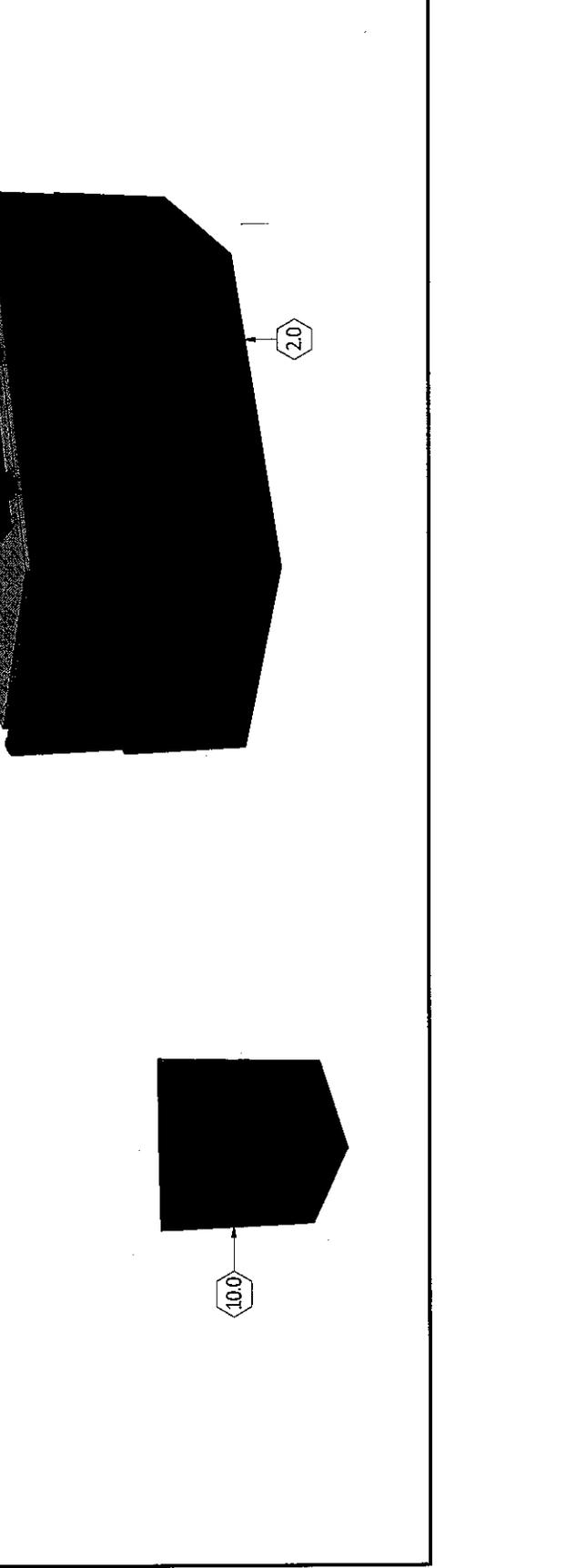
CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
 CLIENT / PROJECT

FRANKLIN COUNTY
 911

LOCATION: Union, Missouri
 DRAWING

CONSOLE OPTION 1
 FINISH SCHEDULE



DATE: 7/23/2019	DRAWING NUMBER: 9 OF 9	REV: C
SCALE: AS SHOWN	EVANS PROJECT NUMBER: 19-5284-301	



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 20, 2019
Report

**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 August 20, 2019 addressing the below listed items is hereby approved, to wit:

Fees: Public Administrator, August 2019

Liquor Licenses: Creekside Enterprises of Washington MO, LLC dba The Creek Grill & Sports Bar
Jalisco Alimentos Inc. dba El Nopal
St. Ann Church – 9/14/19
St. Anthony Catholic Church – 8/24/19
Washington Area Chamber of Commerce – Farmer’s Market 9/12/19
Washington Area Chamber of Commerce – Farmer’s Market 10/10/19

Auctioneer Licenses:

Other:

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

APPLICATION FOR COUNTY LIQUOR LICENSE

FILED
8/13/19

AUG 15 2019 (Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

Name of State Applicant / Managing Officer Donald Grahl

Company Creekside Enterprises of Washington MO LLC

DEPUTY

D/B/A (Business Name) The Creek Grill & Sports Bar

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: RBD + SBD

2000 Phoenix Center Drive Washington MO 63090
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 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-intoxication 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 \$ 553.00 as payment of the fee required by this license.

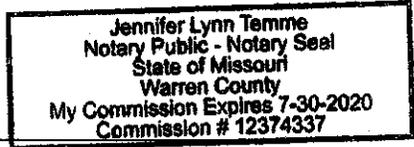
[Signature]
Signature of State Applicant / Managing Officer

thecreekgrill@gmail.com
Phone Number / Email Address

Subscribed and sworn before me this 13th day of August, 2019

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

Jennifer Lynn Temme
(County Clerk or Public Notary Signature)



R F A B S In Office Use # 15
5/14

APPLICATION FOR COUNTY LIQUOR LICENSE

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer ~~Janet Escamilla~~ ^{Antonio} Zambrano

Company Jalisco Alimentos Inc

D/B/A (Business Name) El Nopal

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: 7 day BBD - all kinds

148 S. Service Road Sullivan MO 63080
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 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-intoxication 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 \$ 466.37 as payment of the fee required by this license.

Antonio Zambrano
Signature of State Applicant / Managing Officer Phone Number / Email Address

Subscribed and sworn before me this 15th day of August, 2019 CB

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084

Tandy H. [Signature]
(County Clerk or Public Notary Signature)

LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

R F A B S In Office Use # 15
5/16

APPLICATION FOR COUNTY LIQUOR LICENSE

AUGUST 7, 2019
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer STEVEN A. MUELLER

Company ST ANN CHURCH

D/B/A (Business Name) ST. ANN CHURCH

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 SEPTEMBER 14, 2019 / ST ANN CHURCH

For a Catering or Picnic License – Address of Event 7851 HWY YV, WASHINGTON MO 63090

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

7851 HWY YV WASHINGTON MO 63090
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 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-intoxication 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-intoxication 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 \$ 28.00 as payment of the fee required by this license.

Steven A Mueller
Signature of State Applicant / Managing Officer

636-239-3222 / stann.mills@yhti.net
Phone Number / Email Address

Subscribed and sworn before me this 9th day of August, 2019

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084

[Signature]
(County Clerk or Public Notary Signature)

LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

R F A B S In Office Use # 25

APPLICATION FOR COUNTY LIQUOR LICENSE

August 9, 2019
TIM BAKER (Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

AUG 12 2019

Name of State Applicant / Managing Officer Craig F Fox
Company St. Anthony Catholic Church
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO. DEPUTY

D/B/A (Business Name) St. Anthony Catholic Church

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 St. Anthony Catholic Church
Saturday, August 24, 2019

For a Catering or Picnic License - Address of Event 201 W. Springfield Ave, Sullivan MO 63082

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

201 W. Springfield Ave, Sullivan MO 63080
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 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-intoxication 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-intoxication 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-intoxication 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 \$ 2800 as payment of the fee required by this license.

Craig F Fox 573-468-6101
Signature of State Applicant / Managing Officer Phone Number / Email Address

Subscribed and sworn before me this 9th day of August, 20 19

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

MARCIA L. MCKAY
Notary Public - Notary Seal
Franklin County - State of Missouri
Commission Number 14426998
My Commission Expires NOV 28, 2022
(Signature)

Marcia L McKay

R F A B S In Office Use # 25

APPLICATION FOR COUNTY LIQUOR LICENSE

8-8-19

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Jennifer Giesike

FILED
TIM BAKER

Company Washington Area Chamber of Commerce

AUG 12 2019

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:

DEPUTY

For a Catering or Picnic License – Date and Place of Event September 13, 2019

Farmers market

For a Catering or Picnic License – Address of Event 317 W. main St. Washington MD 63090

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

323 W. main St. Washington MD 63090
Business Address City State Zip Code

P.O. Box 752 Washington MD 63090
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-intoxication 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 \$ 28.00 as payment of the fee required by this license.

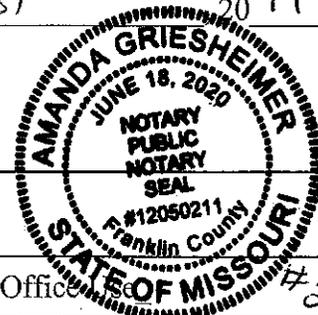
Jennifer Giesike
Signature of State Applicant / Managing Officer

636-239-2715 jgiesike@washmo.org
Phone Number / Email Address

Subscribed and sworn before me this 8th day of August 2019

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

Amanda Griesheimer
(County Clerk or Public Notary Signature)



R F A B S In Office #25

APPLICATION FOR COUNTY LIQUOR LICENSE

8-8-19

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI

FILED
TIM RANKIN

Name of State Applicant / Managing Officer Jennifer Giesike

Company Washington Area Chamber of Commerce

AUG 2 2019

D/B/A (Business Name) _____

CLERK
FRANKLIN COUNTY, MO.
DEPUTY

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 October 10, 2019 Farmers market

For a Catering or Picnic License - Address of Event 317 W. Main St Washington MD 63090

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

323 W. main St. Washington MD 63090
Business Address City State Zip Code

P.O. Box 752 Washington MD 63090
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-intoxication 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.

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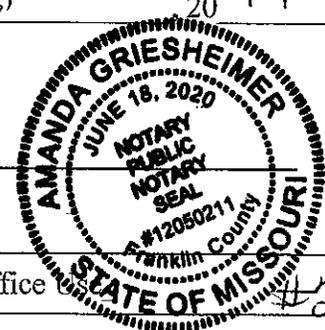
Jennifer Giesike
Signature of State Applicant / Managing Officer

636-239-2715 jgiesike@washmo.org
Phone Number / Email Address

Subscribed and sworn before me this 8th day of August 2019

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

Amanda Griesheimer
(County Clerk or Public Notary Signature)



R F A B S In Office #25

