

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURIO

A RESOLUTION authorizing the Prosecuting Attorney to execute a twelve-month Agreement with three twelve-month options to extend, with the Missouri Office of Prosecution Services for an automated case management and criminal history reporting system, as an acquisition from another governmental entity, at an annual cost to the County not to exceed \$64,375.00.

RESOLUTION NO. 20379, February 24, 2020

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, section 56.750, RSMo, authorizes the Missouri Office of Prosecution Services (MOPS) to develop an automated case management system and provide that service to Missouri prosecuting attorney's offices; and,

WHEREAS, the Jackson County Prosecuting Attorney's Office recommends a twelve-month agreement with MOPS, with three twelve-month options to extend, to utilize this automated case management system, as an acquisition from another governmental entity under section 1030.2, Jackson County Code, 1984; and,

WHEREAS, the recommended Agreement with the Missouri Office of Prosecution Services is a suitable mechanism by which to implement the mutual understandings of the parties; and,

WHEREAS, the execution of this agreement is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

Prosecuting Attorney be and hereby is authorized to execute an Agreement with the Missouri Office of Prosecution Services at an annual cost to the County not to exceed \$64,375.00, in a form substantially similar to that attached, to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement and extensions thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Amy P. Hild
Chief Deputy County Counselor

Bryan O. Cousins
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20379 of February 24, 2020, was duly passed on *March 2*, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *9* Nays *0*

Abstaining *0* Absent *0*

3-2-2020
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funding for future years is subject to annual appropriation.

ACCOUNT NUMBER: 008 4152 56662
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Criminal Prosecution
Software Maintenance
NOT TO EXCEED: \$64,375.00

2/27/2020
Date

[Signature]
Chief Administrative Officer

License Use Memorandum of Understanding

January 1, 2020 – December 31, 2020

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

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

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

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

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

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

THEREFORE, the parties agree as follows:

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

5. That COUNTY agrees to provide the name and contact information for its local PBK system administrator to MOPS and to update MOPS of any change of information for the local PBK system administrator within 5 business days of such change (see attachment);
6. That COUNTY agrees to enter all criminal cases into PBK and fully dispose of them within the system for the purpose of reporting criminal case dispositions to the Missouri State Highway Patrol (MSHP) CJIS Division, pursuant to RSMo 43.503;
7. That the COUNTY agrees to comply with any and all security requirements adopted by MOPS upon notification of adoption. Such security requirements may be developed from recommendations from the Missouri Association of Prosecuting Attorneys (MAPA) Steering Committee on Case Management and/or approved by the MAPA Board of Directors and the Prosecutors Coordinators' Training Council;
8. That the current charge for the use of PBK is **\$450.00 PER USER** for annual maintenance costs and that an additional \$65.00 per PBK user shall be due for additional technology related expenses, including, but not limited to Statewide Lookup and OCN Lookup/data retrieval;
9. That said contract will expire on December 31, 2027 and that MOPS and Karpel have the rights to renegotiate a new contract or decline to enter into another contract which may result in a different annual maintenance amount due to Karpel;
10. That COUNTY shall be invoiced annually from MOPS at the beginning of each calendar year. The COUNTY shall then make payment to MOPS no later than the 30th of January for that calendar year. The COUNTY shall pay to MOPS a prorated portion of the annual maintenance for any new users added during the year, said payment to be made within thirty days of such user being added, based on the number of whole months remaining in the year from the date the new user is added, and that the COUNTY shall report the addition of any new users added by the first day of the month following such addition;
11. That COUNTY currently is authorized 125 users to be covered by MOPS under this agreement. The COUNTY shall be solely responsible for the expense of any other license(s) that fall outside of the authorized user amount stated above;
12. That COUNTY shall not add any users without the express approval of MOPS;
13. That MOPS shall allow COUNTY the use of 125 PBK licenses;
14. This agreement shall be in effect from January 1, 2020 to December 31, 2020. Thereafter, the parties shall have the mutual option of extending this agreement for three additional terms of one-year each. Any such extension shall be in writing, executed by both parties;

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15. In determining the number of licenses used by the county and the fees owed by the county therefor, a count shall be made December 1 and June 1 of each year, and the counties shall be obligated to pay MAPA for all such licenses;
16. If, in the judgment of MOPS, COUNTY has not met the requirements of paragraphs 1, 2, 3, 4, 5, 6, or 7 MOPS reserves the right to terminate its annual license use memorandum of understanding under this agreement after providing thirty (30) days written notice to COUNTY;
17. Such notice under paragraph 15 may only be given if MOPS has provided COUNTY with written demand to correct the violations of paragraphs 1, 2, 3, 4, 5, 6, or 7 and has provided COUNTY with 30 days in which to comply;
18. This agreement supersedes all other agreements, either written or oral, between MOPS and COUNTY relating to automated case management systems and criminal history reporting systems;
19. Either party may terminate this agreement upon thirty (30) days written notice to the other party;
20. The laws of the State of Missouri shall govern this agreement.

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

Darrell Moore
Executive Director
Missouri Office of Prosecution Services

Jean Peters-Baker
Prosecuting Attorney
Jackson County

PBK System Administrator Information Sheet

Jackson County

1. System Administrator #1

a. NAME: _____

b. TITLE: _____

c. PHONE NUMBER: _____

d. E-MAIL: _____

2. System Administrator #2

a. NAME: _____

b. TITLE: _____

c. PHONE NUMBER: _____

d. E-MAIL: _____

3. System Administrator #3

a. NAME: _____

b. TITLE: _____

c. PHONE NUMBER: _____

d. E-MAIL: _____