

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Prosecuting Attorney to execute an Addendum to the Memorandum of Understanding with the Missouri Office of Prosecution Services for the furnishing of an automated case management criminal history reporting system, at an additional cost to the County for 2016 in the amount of \$17,609.86.

RESOLUTION NO. 19136, May 2, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 18854, dated June 15, 2015, the Legislature did authorize a twelve-month Memorandum of Understanding (MOU) with three twelve-month options to extend, with the Missouri Office of Prosecution Services (MOPS) for an automated case management and criminal history reporting system, at an annual cost to the County not to exceed \$29,190.14; and,

WHEREAS, changes in funding have resulted in increases to this MOU with MOPS, thereby requiring the execution of an Addendum; and,

WHEREAS, the Prosecuting Attorney requests an increase to the MOU for 2016 in the additional amount of \$17,709.86, and at a total cost to the County in the amount of \$46,800.00; and,

WHEREAS, the Prosecuting Attorney further requests that the renewal options for this MOU be authorized subject to appropriation at a potentially higher rate; and,

WHEREAS, the attached MOU with the Missouri Office of Prosecution Services is a

suitable mechanism by which to implement the mutual agreements 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 County Executive be and hereby is authorized to execute the attached agreement with the Missouri Office of Prosecution Services, at an additional cost to the County in the amount of \$17,609.86; 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:

Jim D. Holden
Chief Deputy County Counselor

W. Stephen Ryan
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19136 of May 2, 2016, was duly passed on May 10, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 0

Excused 2

5-10-16
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.

ACCOUNT NUMBER: 001 4101 56662
ACCOUNT TITLE: General Fund
Prosecutor
Software Maintenance
NOT TO EXCEED: \$10,090.00

ACCOUNT NUMBER: 008 4152 56662
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Criminal Prosecution
Software Maintenance
NOT TO EXCEED: \$7,520.00

April 22, 2016
Date

D. [Signature]
Chief Financial Officer

License Use Memorandum of Understanding

January 1, 2016 – December 31, 2016

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

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 ("PA Transfer") 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 under the current contract between MOPS and Karpel, Karpel is entitled to \$450.00 per user for annual maintenance costs;
8. That said contract will expire on December 31, 2017 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;
9. 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.
10. That COUNTY currently is authorized for 104 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.
11. That COUNTY shall not add any users without the express approval of MOPS;
12. That MOPS shall allow COUNTY the use of 104 PBK licenses
13. This agreement shall be in effect from January 1, 2016 to December 31, 2016;
14. If, in the judgment of MOPS, COUNTY has not met the requirements of paragraphs 1, 2, 3, 4, 5, or 6, 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;
15. Such notice under paragraph 14 may only be given if MOPS has provided COUNTY with written demand to correct the violations of paragraphs 1, 2, 3, 4, 5, or 6, and has provided COUNTY with 30 days in which to comply;
16. 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;
17. Either party may terminate this agreement upon thirty (30) days written notice to the other party;
18. The laws of the State of Missouri shall govern this agreement.

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

Jason H. Lamb,
Executive Director
Missouri Office of Prosecution Services

Jean Peters-Baker
Prosecuting Attorney
Jackson County