

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th

day of

August

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 167 E. Cedar Court, parcel #11-619-24-01-258.00 01.

Done this 15th day of August, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
167 E. Cedar Court)	July Adjourned
Columbia, MO 65202)	Term 2017
)	Commission Order No. <u>354-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 15th day of August 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable maroon Ford Explorer vehicle on the premises.
4. The location of the public nuisance is as follows: 167 E. Cedar Court, a/k/a parcel# 11-619-24-01-258.00 01, Section 24, Township 49, Range 13 as shown in deed book 3096 page 0066, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code and a derelict, unlicensed and inoperable maroon Ford Explorer vehicle in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

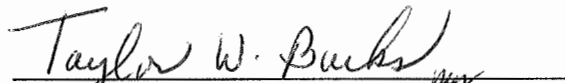
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 8/3/17 @ ~ 10:30 am
167 E. Cedar Court





Grace K. Dade
167 E. Cedar Court
Health Department nuisance notice - timeline

- 7/6/17: citizen complaint received
- 7/6/17: initial inspection conducted
- 7/7/17: notice of violation sent to owner, return receipt requested
- 7/15/17: owner signed for notice
- 8/3/17: reinspection conducted - violation not abated - photographs taken at ~ 10:30 am
- 8/4/17: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Grace K. Dade
3729 Neosho Street
St. Louis, MO 63116

An inspection of the property you own located at 167 E. East Cedar Court (parcel # 11-619-24-01-258.00 01) was conducted on July 6, 2017 and revealed growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable maroon Ford Explorer vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 15, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

[Handwritten signature of Kristine Vellema]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 4th day of August 2017 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Grace K. Dade
3729 Neosho Street
St. Louis, MO 63116

An inspection of the property you own located at 167 E. East Cedar Court (parcel # 11-619-24-01-258.00 01) was conducted on July 6, 2017 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 7th day of

July 2017 by [Handwritten initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
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CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Grace K. Dade
3729 Neosho Street
St. Louis, MO 63116

An inspection of the property you own located at 167 E. East Cedar Court (parcel # 11-619-24-01-258.00 01) was conducted on July 6, 2017 and revealed a derelict, unlicensed and inoperable maroon Ford Explorer vehicle on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,
Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 7th day of July 2017 by [signature]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

CH54 9543
 0910 0001 2240 9543
 0160 0160 9100

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees **6.56**

Sent To **Grace K. Dade**

Street and Apt. No., or P.O. Box No. **3729 Neosho Street**

City, State ZIP+4® **St. Louis, MO 63116**

Postmark: COLUMBIA, MO JUL 10 2017

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery 7-15-17</p>
<p>1. Article Addressed to:</p> <p>Grace K. Dade 3729 Neosho St. St. Louis MO 63116</p> <p> 9590 9402 2444 6249 6621 79</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label) 116 0910 0001 2240 9543</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>



Kristine Vellema <kris.vellema@como.gov>

Fwd: Report of Nuisances in the County

1 message

Kala Wekenborg-Tomka <michala.wekenborg@como.gov>
To: Kristine Vellema <kris.vellema@como.gov>

Thu, Jul 6, 2017 at 8:12 AM

Please handle

----- Forwarded message -----

From: **Marsha Perkins** <marsha.perkins@como.gov>
Date: Thu, Jul 6, 2017 at 8:05 AM
Subject: Report of Nuisances in the County
To: Michala Gunier <Michala.Wekenborg@como.gov>

Hi Kala -

We just received this report for property in the county:

The following form submission was received on the City of Columbia website. The sender has been notified of the successful receipt of this request. Recipients should respond to this request within a reasonable time frame, normally within 1 to 3 business days. For more information regarding origin of this message or to report spam contact the Webmaster at webmaster@como.gov

Below are the results of a Web form submitted on: July 6th, 2017 at 07:56AM (CDT).

Issue: Residential Maintenance
Observation Date: 07/05/2017
Address/Intersection: 167 E Cedar Ct, Columbia, MO 65202, USA
Description of issue or damage: Weeds, trash, broken fences, old non licensed vehicle with broken out glass, gutter coming completely off off back of house,

Name (optional):
Email Address (optional):
Phone Number (optional):

*@ 76: weeds,
audit, etc
477 maroon
Food Explorers*

IP: 72.164.238.131

--
Marsha Perkins,
Senior Code Enforcement Specialist
Office of Neighborhood Services
(573)874-7441
marsha.perkins@como.gov

--
Kala Wekenborg-Tomka
Environmental Public Health Supervisor
current Past President, MO Environmental Health Association
Columbia/Boone County Public Health and Human Services
573.874.7346 www.gocolumbiamo.com



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270

Fax (573) 886-4254

Open 8:00 am - 5:00 pm Monday to Friday

Parcel 11-619-24-01-258.00 01

Property Location 167 E EAST CEDAR CT

City BOONE COUNTY (L1) **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library BOONE COUNTY (L1) **Fire** BOONE COUNTY (F1)

Owner DADE GRACE K
Address 3729 NEOSHO ST
City, State Zip ST LOUIS, MO 63116

Subdivision Plat Book/Page 0012 0029

Section/Township/Range 24 49 13
Legal Description CLEARVIEW PLAT 7
 LOT 35

Lot Size 90.00 x 138.00
Irregular shape Y
Deed Book/Page 3096 0066 2910 0050 1188 0254

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	14,500	70,400	84,900	RI	2,755	13,376	16,131
Totals	14,500	70,400	84,900	Totals	2,755	13,376	16,131

**Most Recent Tax Bill(s)
 Residence Description**

Year Built	1979		
Use	SINGLE FAMILY (101)		
Basement	FULL (4)	Attic	NONE (1)
Bedrooms	3	Main Area	1,096
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	5	Total Square Feet	1,096

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 This Web application was developed by [Boone County](http://boonecountymo.org).

Boone County, Missouri

Unofficial Document

Recorded in Boone County, Missouri
Date and Time 02/20/2007 at 10:22:51 AM
Instrument # 2007003786 Book 3096 Page 66

Grantor CLARK, CEOLA
Grantee DADE, GRACE K

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Battle Johnson, Recorder of Deeds



-----[Space Above This Line For and Recording Data]-----

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 16th of FEBRUARY, 2007, by and between:

CEOLA CLARK and ANGELA CLARK, HUSBAND AND WIFE, parties of the first part, of BOONE County, State of Missouri, grantor(s), and

GRACE K. DADE, party of the second part, of BOONE County, State of Missouri, grantee(s).

Grantee's mailing address is: 3729 NEDSHO ST., ST. LOUIS, MO 63116

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, and State of Missouri, to wit:

Lot Thirty-Five (35) of CLEARVIEW SUBDIVISION PLAT NO. 7 as shown by the plat recorded in Plat Book 12, Page 29, Records of Boone County, Missouri.

Subject to Easements and Restrictions of record.

Property Address (if known): 167 E. CEDAR COURT, COLUMBIA, MO 65202

Tax ID # (if known):

File No. C0701020

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th

day of

August

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment #1 to C315144006 – Verbal Language Interpretation Services.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment #1 for Verbal Language Interpretation Services.

Done this 15th day of August, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

355-2017

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: August 7, 2017
RE: Amendment #1 to Contract C315144006 – Verbal Language Interpretation Services

Contract C315144006 – Verbal Language Interpretation Services is being assigned from Language Access Metro Project to Language Access Multicultural People and in order to accommodate MissouriBUYS, this contract number is changed from C315144006 to C315144012. The contract is extended through June 30, 2018 per the attached amendment.

The contract remains a county-wide term and supply contract.

cc: Contract File

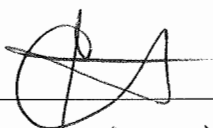
**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
C315144012 (FORMERLY C315144006) – VERBAL LANGUAGE INTERPRETATION SERVICES**

The Purchase Agreement dated October 5, 2015 made by and between Boone County, Missouri and Language Access Metro Project for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


1. Contract is hereby assigned to Language Access Multicultural People (FEIN 43-1307878) from Language Access Metro Project (FEIN 43-1338511) per the attached *Agreement and Consent to Assignment of Contract* document signed by Tom Duff of Language Access Metro Project and Eduardo Vera of Language Access Multicultural People.
2. Contract is hereby changed from Contract Number C315144006 to Contract Number C315144012 per the attached *Notice of Contract Amendment* document signed by Molly Hurt and Karen Boeger of the State of Missouri.
3. This amendment shall constitute a renewal through June 30, 2018.
4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

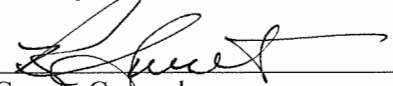
LANGUAGE ACCESS MULTICULTURAL PEOPLE

by 
title EXECUTIVE DIRECTOR

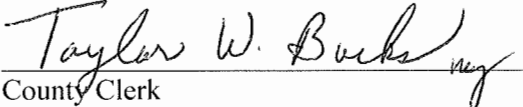
BOONE COUNTY, MISSOURI

by: Boone County Commissioner

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

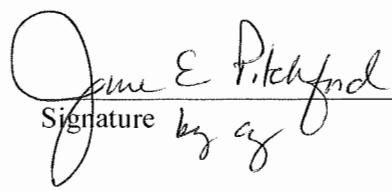

County Counselor

ATTEST:


County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature by James E. Pitchford

8/2/17
Date

County-Wide / Term & Supply
No Encumbrance Required
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th day of August 20 17

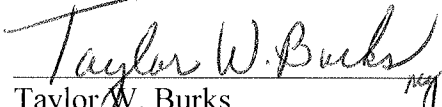
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 139-123117SS – Prime Alert Radio Systems with Locution Systems and Agreement for the Sale of the Prime Alert CAD/Voice System.


The terms of the Agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet and Agreement for the Sale of the Prime Alert CAD/Voice System.

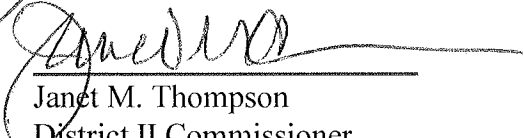
Done this 15th day of August, 2017

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

356-2017 9

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: August 7, 2017
RE: Sole Source Approval –139-123117SS – Prime Alert Radio Systems with
Locution Systems

Attached for signature and approval is Sole Source Request Form 139-123117SS for Prime Alert Radio Systems with Locution Systems Inc. of Golden, Colorado.

This is for a specialized computer based hardware system used for dispatching emergency calls at the Emergency Communication Center. This alerting system interfaces with the Computer Aided Dispatch (CAD) and Public Safety Radio systems to provide automated human voice dispatching and tone signaling.

Cost of contract is \$179,300.00 and will be paid from department 4101 – ECC Radio & Technology, account 71231 – Owner Costs. \$8.65 million is budgeted for radio and technology equipment and services.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on July 26, 2017.

ATT Sole Source Request

cc: Chad Martin, Pat Schreiner, Joint Communications, Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Joint Communications
Person Requesting	Chad Martin
Date Requested	11-14-2016
Contact Phone Number	573-874-7400

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: _____ Melinda Bobbitt _____ 7-24-17
Signature Date

SOLE SOURCE NUMBER: 139-1234755
(Assigned by Purchasing)

COMMISSION APPROVAL: _____ [Signature] _____ 8-15-17
Signature Date

Expiration Date: _____ 20 through _____ 20 **One Time Purchase (check)**

Vendor Name	Locution Systems, Inc.
Vendor Address	1626 Cole Blvd., Suite 325, Golden, CO 80401
Vendor Phone and Fax	PH: 303-301-7300 FX: 303-384-9014
Product Description	Specialized computer based hardware system used for dispatching emergency calls at ECC <u>with on-going and maintenance</u>
Estimated Cost	Initial procurement \$175,000.00
Department/Account Number(s) Invoices Will Be Paid	<u>4101 / 71231</u>

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

- Other - List (attach additional sheets if necessary)
-

2. Briefly describe the commodity/material you are requesting and its function.

This is a specialty software driven system that integrates with CAD (Computer Aided Dispatch) and the BCJC radio system to provide automated voice dispatching for emergency fire and EMS calls.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

The Locution system uses an extensive library of actual human voice recordings to provide positive clarity for field responders. This is the only system to offer this feature.

4. What research has been done to verify this vendor as the only known source?

Extensive market checks and industry contacts. Vendors of similar systems also employ digital voice storage, but those products are computer generated voices, not digitally stored recorded human voice.

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

There is not a unique compatibility issue and this equipment will be used with the new SunGard CAD, Avtec radio consoles and BCJC radio system.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

There are two major components of the proposed system. The 'dispatch' portion is what is recommended for purchase for BCJC and it will reside at, and be associated with operations at the ECC. The 'station alerting' portion would involve equipment installed and used at individual Fire and EMS stations solely at user agency expense and planned for later integration.

We should expect on-going maintenance costs so we can maintain current versions of software and be able to upgrade our street human voice files as needed.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

This is the initial purchase for this type equipment.

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

Not used formerly.

10. What are the consequences of not securing this specific commodity/material?

A significant choke point in the call dispatch sequence occurs when multiple calls for response units must be sent out in rapid succession. By not automating this process calls would languish in the dispatch queue compounding a delayed response.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

Boone Hospital Center Ambulance Service is in the process of building an ambulance base and they are building Locution's premise based hardware into their plans and we need to have the compatibility to communicate within the same vendor's software platform.

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

Recommend retaining this vendor on extended sole source authorization so long as their equipment is used in the BCJC dispatch system.



1626 Cole Blvd., Suite 325
Golden, CO 80401
303 932 0014
FAX 303 384 9014
www.locution.com

November 17, 2016

Chad Martin, Director
Boone County Joint Communications
17 N. 7th Street
Columbia, MO 65201

Dear Mr. Martin:

This is to confirm that Locution Systems, Inc. of Golden, Colorado, is currently the only fire station alerting manufacturer, distributor, retailer, and provider of the Complete Human Voice speech automated dispatching system, which provides high-understandability speech that is required for public safety dispatching. Locution sells from a single pricing structure, and is the sole vendor for our unique products, hardware, and services.

Additionally, to Locution's knowledge, Locution is also the only provider of a synchronization tool that efficiently delivers audio information to each station via a simple, once initiated, fully automated interface. This tool is required with all speech technologies to assure high understandability audio is provided at each station. This information must be delivered to each station in advance of dispatch so that minimal packet size transmissions can be sent at dispatch time.

Locution Systems is presently the only vendor who has personnel trained in the PrimeAlert[®] Fire Station Alerting System, the only vendor that has access to information and programs required to maintain this system, and therefore is the only vendor that has the ability to maintain the PrimeAlert[®] Fire Station Alerting System for Boone County Joint Communications.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Neal". The signature is fluid and cursive, with a large initial "G" and "N".

Glenn Neal
President, Locution Systems, Inc.



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Glenn Neal
President, Locution Systems, Inc.

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St.-Rm 110
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Melody Cook (884-0003)
cookmr@missouri.edu; advertising@columbiamissourian.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: July 24, 2017

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Prime Alert Radio Systems from Locution Systems Inc. of Golden, Colorado

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on August 8, 2017**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Wednesday, July 26, 2017
COLUMBIA MISSOURIAN

Page : 1 of 1 07/24/2017 16:04:56
Order Number : 30999088
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 613 East Ash
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Cook, Melody R.
Entered By : Cook, Melody R.
Keywords : Sole Source Purchase 2017
Notes :
Zones :

Ad Number : 31010516
Ad Key : 30999088
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 07/26/2017-07/26/2017
Days : 1
Size : 1 x 2.50, 25 lines
Words : 127
Ad Rate : Open
Ad Price : 16.25
Amount Paid : 0.00
Amount Due : 16.25

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FEASIBLE SOURCE PURCHASE**

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Melinda Bobbitt, CPPO
Director, Boone County Purchasing
Insertion date: July 26, 2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St.-Rm 110
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Ruby Kuhler
rwheeler@tribmail.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: July 24, 2017

The following is a sole source purchase advertisement. Please call if you have any questions.

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Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Wednesday, July 26, 2017
COLUMBIA TRIBUNE

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Melinda Bobbitt, CPPO
Director, Boone County Purchasing

INSERTION DATE: July 26, 2017

sale source: 139-12311785

Commission order: 356-2017

LOCUTION SYSTEMS, INC.
1626 Cole Blvd, Suite 325
GOLDEN, COLORADO 80401
(303) 301-7300

**AGREEMENT FOR THE SALE OF THE PRIMEALERT
CAD/VOICE SYSTEM**

**TERMS AND CONDITIONS
FOR SALE OF PRODUCTS AND LICENSE OF COMPUTER
SOFTWARE**

Agreement No: BCJC-170622

THIS AGREEMENT (the "Agreement") is made as of _____, 2017 by and between:

Locution Systems, Inc.
1626 Cole Blvd, Suite 325
GOLDEN, CO 80401
(303) 301-7300
(herein "LOCUTION")

AND

Boone County, MO
801 East Walnut
Columbia, MO 65201
(herein "Buyer")

Locution and Customer have agreed to enter into this Agreement providing, among other things, for the sale to Customer of the product, consisting of computer software, computer hardware, and audio database, as set out in Schedule B – Price List and the grant to Customer of a license to use Locution’s computer software, computer hardware, and audio database so long as Customer owns the product in exchange for the payment of the price set forth below, all in accordance with this Agreement, including the following exhibits attached hereto which form a part of this Agreement:

- Exhibit A – Statement of Work including Appendixes;
- Exhibit B – Price List;
- Exhibit C – Terms and Conditions;
- Exhibit D – Software License;
- Exhibit E – Milestone Payment Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Sales and License Price: \$ 173,700

TOTAL PRICE: \$ 173,700

ORIGINAL INSTALLATION SITE: Boone County, MO

IN WITNESS WHEREOF, the parties have executed this Agreement (Contract and SOW) as of the day and year first above written.

LOCUTION SYSTEMS, INC.

[Signature] 7/31/17
Glenn Neal Date

President, Locution Systems, Inc.
1626 Cole Blvd, Suite 325
Golden, Colorado 80401

County of Boone, MO

[Signature] 8-15-17
Dan Atwill Date

Presiding Commissioner
Boone County, MO

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Anna Pitchford by HA 8-8-17
Auditor Date 4161-71231

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 7-25-17

EXHIBIT A

**The PrimeAlert[®] System
For Fire and EMS Radio Dispatching**

Statement of Work
For Boone County, MO

June 13, 2017



1626 Cole Blvd., Suite 325
Golden, CO 80401
(303) 932-0014
www.locution.com

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PrimeAlert Radio® System

For Fire/EMS Dispatching

1.0 Overview

1.1 This Statement of Work provides a description of the *PrimeAlert Radio*® system functions and capabilities and a scope of work for system implementation. Costs for implementation of the *PrimeAlert Radio*® system are specified in a separate Quote/Cost Summary. Customization, if any, of system software for specific functions identified by Boone County is also described herein and the cost for these customizations is detailed in the Quote/Cost Summary.

1.2 Locution Systems will supply a software driven, hardware based alerting system that will interface with Boone County's Computer Aided Dispatch (CAD) and Public Safety Radio systems to provide automated human voice dispatching and tone signaling as described in this Statement of Work.

1.3 The *PrimeAlert Radio*® system software will reside on a server that may be virtual or discrete and which will be furnished by County and located at the Boone County Emergency Communications Center (ECC). The system will translate a formatted textual command string provided by County's CAD System into signaling tones and a natural voice dispatch announcement for delivery to County's Public Safety Radio system using a series of Push to Talk (PTT) interface PC's. The Locution Push to Talk (PTT) interface provides broadcast audio and transmit commands to the public safety radio equipment for four (4) discrete radio channels with connection and interface also located at the Boone County ECC. The Locution Push to Talk system monitors each channel for a system busy condition presented either as (1) an on-off voltage (+12V or +24V) or (2) a dry contact closure prior to initiating a push-to-talk command. Locution will suspend dispatch until the channel/talk-group is available.

1.4 Supervised and fail-over operation is also provided as part of the PrimeAlert® system.

2.0 The *PrimeAlert Radio*® System

2.1 General

The *PrimeAlert Radio*® system is comprised of executable software which controls the alerting and announcement process and a specific voice file database of CAD incidents, locations, and announcement data (audio database). The central audio database resides on the ECC server which will be synchronized with the audio database residing in each Locution PTT Interface PC. The following subsections

describe specific *PrimeAlert Radio*® system functions, announcement content and format, and associated requirements.

2.2 System Configuration

2.2.1 Communication Center Hardware Components

The proposed system consists of a Locution server running Locution PrimeAlert software communicating with the County's CAD system over County's TCP/IP computer network and linking to four (4) Locution PTT Interface PC's. Each of the Locution PTT Interface PC units serves a single dispatch channel providing signaling tones and recorded human voice dispatch messages in response to dispatcher initiated CAD transactions.

2.2.1.1 Locution Server

The Locution server will host the Locution Server application which will exchange information with the County's CAD system and with the four (4) Locution PTT Interface PC's over County's IP network.

2.2.1.2 Radio Interface and Control

Locution will supply a factory assembled hardware system for each of four (4) radio dispatch channels. Each hardware system will consist of a PC with Locution software, a RADI-30 radio interface unit, an integrated systems enclosure and all internal cable and wiring.

2.2.2 Communication Center Software Components

2.2.2.1 Locution PrimeAlert® Server

The PrimeAlert® Server software drives the central processing of the entire system. It communicates with the CAD system via the CAD/Locution interface,
with the Locution PTT PC's, and with the Supervisor clients.

2.2.2.2 Locution PrimeAlert® Supervisor

The PrimeAlert® Supervisor software shall be implemented in the PrimeAlert® System. The license supplied with this project will allow up to ten (10) clients to operate at the same time, each accessing and connected to PrimeAlert® Server.

2.3 PrimeAlert® Integration with CAD

2.3.1 Genera

The PrimeAlert® system software will be interfaced with the County's CAD System. The following sections describe PrimeAlert® functional integration with CAD and dispatcher activation of the PrimeAlert® system.

2.3.2 Dispatcher Initiated Actions

After a dispatcher processes an incident through CAD, the PrimeAlert® system automatically performs the following tasks within milliseconds of receipt of the CAD data:

- Generate signaling tone(s)
- Issue PTT command(s)
- Vocalize the audio announcement for each incident received from CAD.

2.3.3 Field Initiated Actions

Following receipt of a field-generated CAD acknowledgement data message, the PrimeAlert system automatically performs the following tasks:

- Issue PTT command(s)
- Vocalize the pertinent update/message details over specific channel(s) as directed by CAD.

2.3.4 The PrimeAlert® system will provide information back to the CAD system relating to the status of each alert or announcement message. This information will include the data relating to any Locution PTT Interface PC off-line status. Any further action by County's CAD is not part of the Locution PrimeAlert® implementation.

2.4 Audio Notification

2.4.1 General

The Locution *PrimeAlert Radio*® system will receive data from CAD and generate an audio dispatch message over the Radio System. The system uses an Audio Database of pre-recorded and digitally-edited wave files corresponding to the required signaling tones.

2.4.2 Message Components

The following message components are supported by the PrimeAlert® System.

2.4.2.1 Signaling Tones

For each supported radio channel, Locution will generate an audio tone sequence for each unique responder and/or station associated with the CAD incident. Locution will supply tones from the following formats:

- 2.4.2.1.1 Motorola-equivalent Quik-Call II
- 2.4.2.1.2 DTMF with variable timing parameters
- 2.4.2.1.3 Federal Signal-equivalent tones for activation/operation of special equipment

2.4.2.2 Multiple Radio Channels

If responders and/or stations for the CAD incident require notification on multiple radio dispatch channels, Locution will concurrently generate tone sequences and furnish announcement for all the affected dispatch channels as well.

2.4.2.3 Vehicle/Incident Announcement

Following the signaling tones, the vocalized audio dispatch announcement will occur. The dispatch message may contain the components below:

2.4.2.3.1 Designations of Apparatus

This portion of the vocal message will be the complete unit assignment by apparatus name and number, e.g. engine 18, truck 22, hazmat 14, etc. The announcement will include the total assignment of all apparatus targeted to respond.

2.4.2.3.2. Standard Incident/Problem Type

This portion of the vocal message provides a standard description of the incident such as, “abdominal pain” or “vehicle fire” and will include any recognized incident codes that are required to be announced as well. A list of standard incident descriptions and/or nature codes will be provided by Boone County during system design. Incident descriptions and/or nature codes may be added as needed or periodically along with other scheduled system upgrades, such as the addition of street names to the system database.

2.4.2.3.3 Street Address Location

The incident location component of the announcement includes the street address number, cardinal point direction, street name, and street type. Street address numbers will be articulated as described in Street Address Number section. New street names will be added to the address database periodically (frequency of these additions will be determined by Boone County). All street names including limited access street names, such as “Interstate 25”, will be included in the database.

Exact street names and all aliases or abbreviations for each street name provided by Boone County to Locution during database development will be recognized. For example, if a street name such as JOHN F KENNEDY EXPRESSWAY has the syntactic aliases, KENNEDY EXPY, JFK, and KENNEDY, all four representations of the single street name will be recognized and announced one way, e.g. “Kennedy Expressway.” This applies in all data fields where street names are used, e.g. intersections and cross streets.

When the location of an incident is given as an intersection of recognized street names, the PrimeAlert® system will announce the intersection. For example, a location entry such as HARBOR / MAIN would be announced as, “Harbor and Main.” Precise announcement syntax can be specified by Boone County.

2.4.2.3.4 Cross Streets

When cross street information is provided in a standard format, PrimeAlert® can announce the cross street(s) as part of the incident location. An incident location announcement which includes a cross street would be announced as, “122 West Elm, cross of Baker.”

2.4.2.3.5 Other Directional Tags

General Cardinal Point directions (i.e. north, south, etc.) are announced when passed from CAD to the PrimeAlert® system as part of the street address location of an incident. Additionally, specific directional tags such as “inbound” for freeways and tags such as “north of” for intersection locations can be announced. Standard location information such as “Exit ramp” can also be included in the announcement. Aliases for directions, e.g. AVE versus AV can be recognized and announced in a consistent manner.

2.4.2.3.6 Apartment Numbers

When the CAD system recognizes and passes apartment numbers to the PrimeAlert® system they will be announced as part of the incident location, as long as they are in a consistent location within the CAD message. Any combination of numbers and letters will be announced, up to five characters. Apartment numbers will be articulated as described in section in Apartment Number section.

2.4.2.3.7 Floor Numbers

When the CAD system passes building floor numbers to the PrimeAlert® system they will be announced as part of the incident location, as long as they are in a consistent location within the CAD message. The system has the capability of announcing floor numbers up to five digits in length. Floor numbers will be articulated as described in section in Floor Number section.

2.4.2.3.8 Business or Common Place Name

When the CAD system recognizes a business or common place name it will be included in the dispatch announcement as long as they are in a consistent location within the CAD message. Additionally, if no street address is provided for an incident location, the PrimeAlert® system can use recognized business or common place names by default for the location portion of the announcement. Locution initially will record up to 7000 common place names. Locution recommends for departments with greater than 7000 common place names, that an algorithm be used to minimize the database to create major name common places, hospitals, churches, schools, etc. Locution optionally, can update the price sheet to provide any number of additional common place names.

2.4.2.3.9 Building Type

If building types such as “townhouse” are a standard part of dispatch announcements (e.g., via ANI/ALI data), the PrimeAlert® system will include it as part of the announcement. Building type lists can be very specific, making items such as “outside phone booth” or “elevator” possible.

2.4.2.3.10 Unrecognized Address Default Message

When a street name is new or not recognized by the PrimeAlert® database the system will substitute a default announcement for the unrecognized portion of the message. A message such as, "Refer to CAD terminal for address" or, "Refer to MDC for address" is substituted for the address portion of the automated announcement. County may choose option of synthesized voice-attempted pronunciation instead of default announcement.

2.4.2.3.11 Unrecognized Apparatus Default Message

When an apparatus type is new or not recognized by the PrimeAlert® database the system will substitute a default announcement for the unrecognized portion of the message. A message such as, "Refer to CAD terminal for assignment" or, "Refer to MDC for units" is substituted for the apparatus assignment portion of the automated announcement. County may choose option of synthesized voice-attempted pronunciation instead of default announcement.

The unrecognized apparatus message will be announced only if a completely unique apparatus type designation occurs, i.e. an existing apparatus type such as Engine with a new unit number will automatically be recognized by PrimeAlert® because the system database concatenates all numbers separately from non-numeric items. For example, if the apparatus type "Battalion Chief" and its associated code(s) or abbreviation(s) – such as "BC" or "B" - are already recognized by the PrimeAlert® database, any unit number up to five digits can be announced with the apparatus type "Battalion Chief". Thus, a new Battalion Chief with a designation of "BC18" will be recognized and announced as, "Battalion Chief Eighteen".

The PrimeAlert® software assumes that CAD will send only approved apparatus as part of the incident data for the dispatch announcement. If the CAD system allows dispatchers to "force" new apparatus types as part of the dispatch announcement data, then the PrimeAlert® system will only recognize existing apparatus types followed by any number up to five digits.

2.4.2.3.12 Unrecognized Incident Type Default Message

When an incident type is new or not recognized by the PrimeAlert® database the system will substitute a default announcement for the unrecognized portion of the message. A message such as, "Refer to CAD terminal for incident" or, "Refer to MDC for incident" is announced with all other incident data. County may choose option of synthesized voice- attempted pronunciation instead of default announcement.

2.4.2.3.13 Abort Message

As part of normal incident processing, PrimeAlert® announcements will only occur if a Dispatcher releases an incident for dispatch. In the event that a Dispatcher decides to abort an incident after it has been dispatched, Dispatchers will have the capability to abort a PrimeAlert® announcement. The abort command can be performed by any Dispatcher and will automatically initiate an announcement indicating that the current or most recent PrimeAlert® announcement has been rescinded. Announcement content

can include specific incident data to ensure that the correct incident response is canceled.

2.4.3 Order of Message Information

The announcement format or the order in which the above announcement components are given in the vocal dispatch will be consistent for all dispatch announcements. The PrimeAlert® system software receives and interprets CAD incident data and arranges the corresponding voice files in the proper order.

Any message ordering shall be specified by Boone County during system design. Note the ordering can be changed at any time within the PrimeAlert® Server software. A sample of how dispatch announcement components can be ordered is as follows:

- Pre Alert Tone <tone>
- Signaling tones <tone>
- Responding apparatus <A9>
- Location/address information <8956 S MANISTEE AV>
- Incident description <DIFF BREATHING>
- Cross street information <MANISTEE AV/98 ST>
- Repeat (occurs by default)

PrimeAlert® receives incident data from CAD in a format similar to the items delimited above. The PrimeAlert® software sorts this data into the proper format and outputs a corresponding dispatch announcement for broadcast to all targeted units:

*(<tone><tone>)“Ambulance nine, Eighty nine fifty six South Manistee Avenue, apartment two hundred A, difficulty breathing, cross streets Manistee Avenue and Ninety Eighth Street.
Repeat, Ambulance nine, Eight nine five six South Manistee Avenue, apartment two hundred A, difficulty breathing, cross streets Manistee Avenue and Ninety Eighth Street.”*

In the sample announcement above, the incident data is repeated without the alert tones. Additionally, street address numbers are repeated as individual digits for clarity. The amount of incident data repeated (if any) and the articulation of street numbers shall be specified by Boone County during implementation of the system, principally via the Data Dispatch and Procedures Questionnaire.

2.4.4 Specific Articulations

Announcement components requiring specific types of articulations for this implementation of the PrimeAlert® system shall be specified by Boone County during the implementation process from a pre-defined list of formats. Unless otherwise specified, default announcement formats for numbers will be provided. Number announcement formats are subdivided according to the announcement component in

which they are used. The following sections provide a description of the default number announcements for each announcement component. County may choose option of synthesized voice- attempted pronunciation instead of default announcement.

2.4.4.1 Street Address Numbers

Street address numbers in the incident location can be concatenated or articulated individually to provide maximum clarity in the vocal announcement. Specific tables of default number articulation will be provided during database development for Boone County's approval or modification. By default, address numbers will be articulated as indicated in Sample Sets #1 and #2 below:

Sample Number Set #1:

Address numbers in the initial portion of the dispatch announcement and numbers in all other categories, e.g. apparatus designations, will be announced in a specific pattern as follows:

652 E ALAMEDA BLVD = "six fifty-two east Alameda boulevard"
2674 NW PALMER AVE = "twenty-six seventy-four northwest Palmer avenue"
14355 S ST CECILIA ST = "one-forty-three fifty-five south Saint Cecilia street"

Sample Number Set #2:

In the repeated portion of the dispatch announcement, only street address numbers are articulated as individual digits:

652 E ALAMEDA BLVD = "six five two east Alameda boulevard"
2674 NW PALMER AVE = "two six seven four northwest Palmer avenue"
14355 S ST CECILIA ST = "one four three five five south Saint Cecilia street"

2.4.4.2 Apartment Numbers

Like street numbers, apartment numbers in the incident location can be concatenated or pronounced as individual digits and letters. When apartment number data is sent from CAD to PrimeAlert®, the PrimeAlert® announcement can include the word "number" or "apartment":

Sample Number Set #3

By default, apartment numbers will be announced as follows:

#200A = "number two hundred A"
#301 = "number three oh one"

Sample Number Set #4

Optionally, apartment numbers can be announced as individual digits:

#200A = "apartment two zero zero A"

#301 = "apartment three zero one"

The following choices are also offered for apartment announcement syntax:

#200A = "number two zero zero A"

or,

#301 = "apartment three oh one"

2.4.4.3 Floor Numbers

If the CAD system includes a floor number as part of the incident location data, the PrimeAlert® system will include floor numbers in the dispatch announcement. Floor numbers will be articulated by default as individual digits. The floor number will be preceded by the word "floor" as follows:

#4 = "floor four"

#11 = "floor eleven"

Alternatively, Boone County can request an ordinal articulation for a slightly higher cost (Locution will provide price sheet at time of request). This articulation will use an ordinal number followed by the word "floor" as follows:

#4 = "fourth floor"

#11 = "eleventh floor"

2.4.4.4 Apparatus Designators

PrimeAlert® will receive CAD designations of apparatus assigned to respond to each incident. These designations will be matched to the appropriate PrimeAlert® voice files. Examples of pronunciation of numbers associated with apparatus type identifiers are as follows (these abbreviations are generic examples only; Boone County can specify abbreviations of apparatus for the PrimeAlert® system):

E5 = "engine five"

T13 = "truck thirteen"

HAZ25 = "hazmat twenty-five"

AT101 = "aerial tower one-oh-one"
R146 = "rescue one forty-six"

Alternatively, apparatus numbers can be articulated as individual digits: T118 = "truck one one eight"

2.4.4.5 Street Name Pronunciations

All street name voice files will be recorded from a list provided by Boone County. *(Note: street names provided should match those in the CAD system database.)* The pronunciations of specific street names may not be obvious from the spelling of the street name. To ensure that correct pronunciations will be recorded, Locution will review the audio database and generate an alphabetized list of all street names with potentially anomalous pronunciations.

Locution will then work with Boone County to obtain the correct pronunciation of all items on this list. Other potentially anomalous items such as business names or incident descriptions will also be identified by Locution and verified by Boone County for pronunciation in this manner.

2.4.5 Standard Notification Announcements

In addition to test messages, the PrimeAlert® Supervisor product will allow up to twenty-five additional standardized announcements which can be included in the PrimeAlert® Audio Database. These 'broadcast type' messages can be up to one minute in duration each. These messages can be originated directly through the Locution GUI interface and/or accomplished through the API using the CAD interface. Examples of possible types of notification announcements are as follows:

- To notify companies in a targeted area of an alarm that may escalate a message can be sent from CAD to those companies. The PrimeAlert® system software will provide a notification tone and an announcement for targeted response personnel.
- When an alarm is escalated to a higher level, a message can be sent to all targeted personnel. The PrimeAlert® software will provide an alert message consisting of a notification tone followed by the escalated incident type, followed by the location of the incident.
- When the alarm is struck out or secured (declared under control) a corresponding message can be broadcast. The PrimeAlert® software will provide an alert message consisting of a tone, followed by a standard message such as, "NOTIFICATION MESSAGE, ACKNOWLEDGEMENT REQUIRED."

- Specific announcements can be generated to call attention to printed messages on MDC screens: 1) The low priority type can consist of a tone followed by a standard message such as, "ATTENTION: DEPARTMENT MESSAGE ON MDC SCREEN." 2) The high priority type can consist of a tone followed by a standard message such as, "NOTIFICATION MESSAGE ON MDC SCREEN, ACKNOWLEDGEMENT REQUIRED."
- Status messages depicting manpower and availability level of resources including fire and EMS responders.

Any Standard Notification messages shall be specified by Boone County during implementation of the system, principally via the Data Dispatch and Procedures Questionnaire. A Hybrid Voice will announce any words not added to the Human Voice database, but will be captured for converting to the Human Voice as the database is updated.

2.4.6 Scheduled Notification Announcements

The PrimeAlert® system shall be configured to provide Scheduled Events, or predefined announcements that will be made on a scheduled basis. Any Scheduled Events shall be specified by Boone County during implementation of the system, principally via the Data Dispatch and Procedures Questionnaire.

An example of a Scheduled Event is a morning PA test message, such as "ATTENTION: THIS IS THE 7 AM PA TEST", which would be automatically announced every day at 7 AM.

3.0 System Monitoring

The PrimeAlert® system presents information on the PrimeAlert® Supervisor workstation in the communication center relating to the status of each PTT radio. This information includes the data relating to whether communication is occurring between the Locution PrimeAlert® Server and the PrimeAlert® application on any remote PC. It also monitors the health of the connection between the Locution PrimeAlert® Server (virtual server allowed) and CAD server. All events are also time-tagged and logged in the system log. The system can be configured such that errors can be set to trigger pagers and/or email and can also perform an audio announcement detailing the error that occurred.

4.0 Locution as Back-up CAD Operation

4.1 The PrimeAlert® system may be used as a back-up CAD. This is accomplished with the PrimeAlert® Supervisor program which is operated with a simple GUI interface on County's networked computer(s). Any message capable of being announced by CAD is available with the back-up interface. Note, however, where all information was previously combined and chosen by CAD, the dispatcher now chooses via GUI drop-down fields.

4.1.2 In the event of a CAD outage, the PrimeAlert® system will not be required to produce Audio Notification for events solely originated by field units through the CAD system.

5.0 System Implementation

Implementation of the PrimeAlert® system to meet the functional requirements described herein will consist of tasks listed in this section.

5.1 Create Audio Database

The data verification document, titled Data Dispatch and Procedures Questionnaire (DDPQ) , shall be provided to Boone County in order that Locution can get a better understanding of exactly what signaling and alert tones are to be used, what dispatch information is to be included in each dispatch, and the order of the dispatch. The document will also allow Locution to understand any special announcements and alerts to be made by the PrimeAlert® System, such as 'move-ups', scheduled events and special messages. Once Locution obtains this information, the audio tone wave files are created and become part of the Audio Database.

5.1.1 During implementation of the system Locution will work from the DDPQ and directly with personnel at Boone County to resolve any Audio Database issues. It is expected that more than one Audio Database version will be delivered to Boone County. With each delivery, Boone County and Locution will work together to identify and resolve Audio Database issues. A Hybrid Voice will announce any words not added to the database with database updates to include the Hybrid phrases.

5.1.2 The Audio Database will function and be accepted by Boone County before the PrimeAlert® System is accepted.

5.1.3 It is expected that some Audio Database omissions will be identified and resolved by Boone County and Locution after acceptance, with the Hybrid Voice used to announce when words/phrases have not been added (i.e. new streets, etc.). Typically, omissions include mispronunciations and/or missing items (streets or landmarks). This is a normal maintenance process for the PrimeAlert® System.

5.1.4 Deliverables

5.1.4.1 Locution Deliverables are the Dispatch Data & Procedures Questionnaire

5.1.4.2 Boone County Deliverables are the completed Dispatch Data & Procedures Questionnaire and/or associated information

5.2 Final Design of the PrimeAlert® System

5.2.1 The PrimeAlert® System for Boone County will be designed based on the SOW, written specifications and requirements and follow up information provided by personnel from Boone County. The final design of the PrimeAlert® System will be

completed commencing on receipt of a purchase order from Boone County. Locution will work with Boone County to finalize the design of the PrimeAlert® System and supply documentation necessary to communicate that design and agree on the design.

5.2.2 The PrimeAlert® System for Boone County will be designed to accommodate the addition of PrimeAlert® IP Station for the purpose of IP based station alerting. It is understood that the station equipment required for the PrimeAlert® IP based station alerting will be outside this SOW, but pricing for the Central Dispatch Center is included and includes what is needed at the dispatch center for adding IP based station alerting at another time. The software, configuration, and licenses needed for PrimeAlert® IP Station will not be included in this SOW.

5.2.3 Once the final design is completed, Locution will begin implementation of the system based on the design.

5.3 Installation of the PrimeAlert® System

Locution will work with Boone County on installation details as follows:

Boone County will be responsible for mounting, cabling, connecting, final level adjustment, and control integration of the four (4) Locution computers and radio system interface hardware.

Boone County will be responsible for procuring and mounting, cabling, and connecting the PrimeAlert server.

Locution will be responsible for all PrimeAlert software and software-related components including installation, setup, operation, and testing.

Locution will be responsible for coordinating work with Superior, the County's CAD vendor, to insure correct operation of CAD-to-Locution interface.

Locution Deliverables:

Detailed technical documentation to support installation.

Requirements for the installation.

Recommendations for the installation.

PrimeAlert® equipment in a manner conducive to efficient installation.

Boone County Deliverables

Network connectivity as described in Section 2.0 System Implementation.

AC power and wiring as required for hardware components,

Remote access for Locution to the PrimeAlert® System.

5.4 System Fault Resolution

Faults with the PrimeAlert® System discovered during implementation and integration will be addressed and resolved by Locution. Resolving these faults will consist of tasks that are necessary to provide the functionality agreed to achieve contract acceptance, and do not include additional functions requested by Boone County after contract acceptance. Additional functions not in this Statement of Work may be provided by Locution under a separate Statement of Work and at a cost to be agreed to between Boone County and Locution.

A checklist of acceptance test criteria for this Statement of Work is included in Appendix B – Acceptance Test Plan.

5.5 Final Integration Testing

Locution, with the assistance of Boone County, shall conduct final PrimeAlert® System integration and testing to meet the criteria described in the Acceptance Test. Locution shall resolve any issue with the system that is deemed to be a Locution responsibility. Boone County shall resolve any issue that is deemed to be a responsibility of the County.

Locution Deliverables

- Lead the final testing effort.

- Exercise the system or cause the system to be exercised such that the Acceptance Test can be carried out.

- Provide all documentation as required in this SOW.

Boone County Deliverables

- Network configuration diagram, relative to PrimeAlert®

- System Plans for remote access to the PrimeAlert®

- System for Locution

- Assist Locution in exercising the system or causing the system to be exercised such that the Acceptance Test can be carried out (this generally includes test dispatches from CAD and the like).

- Provide a written acceptance of the PrimeAlert® System or provide a written record to Locution of issues that prevent acceptance, according to the Acceptance Test.

5.6 User Orientation and Training

Following successful integration testing, Locution will provide WebEx training to Boone County to train Dispatchers, Fire/EMS department personnel, and other communications personnel to establish the procedures for Fire/EMS incident processing with PrimeAlert®. Orientation includes demonstrations of the PrimeAlert® system and an overview of dispatching parameters for system operation. Documentation of system functions and database content is also provided. The amount of training provided is defined by the quote and a separate Training document.

Locution Deliverables

- Network communications requirements of the PrimeAlert® System

- Network diagram with PrimeAlert® components, based on network configuration supplied by the Boone County.

6.0 System Start Up

6.1 Locution understands that existing alerting system is comprised of CAD-to-Avtec console signaling and manual voice dispatching by ECC staff. Implementation of PrimeAlert Radio will be jointly planned by Locution and Boone County during system design. Based on present system topology and experience with the existing Boone County alerting system Locution shall make recommendations and identify requirements for implementation. Boone County shall work with Locution on the implementation plan and identify any concern or issue with any recommended or required aspect of PrimeAlert Radio system startup.

Locution Deliverables

Collaborate with the County to design an efficient cut over. Provide a written system start up plan.

Boone County Deliverables

Collaborate with Locution to design an efficient implementation plan.
Agree on the written cut over plan.

7.0 System Documentation

During system design and implementation, Locution will provide Boone County with instructional and verification documentation. This documentation will consist of instructions to Boone County for establishing the alert tones for the Locution Audio Database.

Locution will provide an electronic sampling of alert tones in an audio (.wav or .pcm) file format via email or disk. Instructions for opening and reviewing the files on a PC will be provided.

Upon system installation, Locution will provide Boone County with complete system functional, operational, and database component documentation. This documentation will include a description of system architecture and functions, any operational or procedural issues for Dispatchers, and a comprehensive set of electronic database tables listing all voice file items and their accompanying articulations (whenever special pronunciations apply).

With the exception of the alert tone wave files, all documentation will be provided for Boone County in hard copy, with one original and two copies of each document delivered at time of system installation. Additionally, documentation will be provided electronically at Boone County's request. A summary of all PrimeAlert® documentation provided for this implementation is as follows:

- Data Verification Document
- Alert Tone Wave (.wav) Files
- Acceptance Test Criteria Checklist
- System Operation and Functions Document

- Announcement Components Document
- Software License Agreement

Locution Deliverables

Network communications requirements of the PrimeAlert® System
 Network diagram with PrimeAlert® components, based on network configuration supplied by Boone County.

Boone County Deliverables

Network configuration diagram, relative to PrimeAlert®
 System Plans for remote access to the PrimeAlert®
 System for Locution

8.0 Warranty Information

8.1 Locution warrants the PrimeAlert® System for a period of one year (365 days) commencing on the day that the system is put into productive use. Warranty details to be provided in the table below.

8.2 Severity Levels, Response Times, and Resolution Times.

Locution will comply with the response times, resolution time and resolution procedures set forth in this Section for each of the priority levels of problems described in the following table.

Priority One Critical	Priority One applies if the problem could: <ul style="list-style-type: none"> • Prevent the accomplishment of an operational or mission essential function, OR • Causes loss of data or data corruption, OR • Jeopardize safety or security
Response Time	In the event of a Priority 1 or 2 maintenance call, Locution shall acknowledge the maintenance call within one (1) hour of call whether call is made during or after Regular Business Hours.
Resolution Time	Within 48 hours after the problem is first reported by the County.
Priority Two Efficiency Inhibiting	Priority Two applies if the problem could: <ul style="list-style-type: none"> • Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no Workaround is available, OR • Adversely affect technical or cost risks to the life cycle support of the System, and no Workaround is available.
Response Time	Identical to Priority 1
Resolution Time	Within one week after the problem is first reported to the County

Priority Three Important	<p>Priority Three applies if the problem could:</p> <ul style="list-style-type: none"> • Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a Workaround is available, OR • Adversely affect technical or cost risks to the life cycle support of the System, but a Workaround is available.
Response Time	In the event of a Priority 3 maintenance call, Locution shall acknowledge the maintenance call within one (1) hour of call if call is made during Regular Business hours.
Resolution Time	Resolution within sixty (60) days.

Priority Four Minor	Any problem related to the System which does not fall within Priority One, Two or Three
Response Time	In the event of a Priority 4 maintenance call, Locution shall acknowledge the maintenance call within one (1) hour of call if Call is made during Regular Business Hours and within two (2) days of call if made after Regular Business Hours.
Resolution Time	Resolution within the next three New Official Locution Releases. Locution official releases are typically released each one to one and a half months.

Appendix A – Customization

No customization is presently defined for this project.

Appendix B – Acceptance Test Plan

Locution Systems, Inc. Boone County PrimeAlert® System Sample Acceptance Test Plan

1. Pilot Workstation Functional Certification/Validation

1.1 Announcement Accuracy

1.1.1 This portion of the ATP will test whether the system correctly creates alert tone upon a CAD command. 100% accuracy will be required to pass this test. If incorrect alert tones are identified they will be documented and the test will continue. After the test is completed the incorrect operation will be corrected and the test run again per the requirements above on a different data set.

1.2 Notification Clarity

1.2.1 This portion of the ATP will test whether the alert tones are audible and intelligible in a controlled environment. To perform this test Boone County may select 10 employees to listen to system announcements in the controlled environment. Personnel will be asked if they were able to understand each announcement. Eighty percent of the personnel must provide an affirmative response in order to pass this test.

1.2.2 This portion of the ATP will test whether the system announcements are audible and intelligible in the field and whether or the incoming audio signal has the appropriate power to power a station PA amplifier. The Locution audio signal going into the PA amplifier will be disconnected. An oscilloscope will be connected to the audio signal at the point immediately before the PA amplifier. It will be verified that during a normal audio announcement the un-terminated audio provides a minimum 2Vpp signal on the oscilloscope.

1.3 System Updates

1.3.1 This portion of the ATP will test whether the system can successfully perform an update of a PC without delaying the announcement of a dispatch message for more than two seconds or an administrative message for more than five seconds. This test may be performed in a laboratory environment with the PC connected directly to the CAD system. During the update process a dispatch announcement will be sent to the PC. The tester will confirm that the system initiates the dispatch notification within two seconds after receipt of the message. A second test will be performed in which an administrative message is sent to the PC while an update is being processed. The tester will confirm that the administrative message is initiated within five seconds. 100% compliance is required to pass this test. If the system fails to meet the test conditions, Locution will make any necessary repairs and the test will be conducted again.

1.3.2 This portion of the ATP will test whether the system can successfully perform an update of a *network-connected* PC without delaying the announcement of a dispatch message for more than five seconds, or an administrative message for more than ten seconds.

2. Final Acceptance

2.1 Completion of Deliverables:

2.1.1 Final version of application software delivered and successfully completed the Acceptance Test Plan

2.1.2 Final version of data files delivered

2.1.3 Final version of the host server file maintenance software delivered

2.1.4 Application License(s) agreement executed

2.1.5 Training completed

2.1.6 Documentation delivered

The ATP will be conducted and evaluated by Boone County. In the event that the ATP cannot be successfully completed Boone County may request Locution to send a representative to observe a second test and to provide a plan for changes required for successful completion of the test. Boone County will provide the personnel and the test equipment necessary unless otherwise indicated.

Appendix C – Training Options

Locution offers training for all Locution projects. Technical training will be provided by the technical quality manager for the project. Operations training will be provided by a training-certified Locution representative. Delivery of the training for Boone County will be via WebEx.

Technical training will require approximately four hours of the Boone I.T. department’s time. Operation training will require approximately 2 hours for system users or “Train the Trainers”. The training courses that will be provided the Boone County are listed in the table below.

Following are course descriptions:

Course ID	Course Name	Lecture Web-Based Training	Location	Instructor	Duration (typical)
LOCTR-TECH	PrimeAlert® Technical Training	Lecture Web-Based Training	Client Site	Quality Manager	2-4 hours
LOCTR-OP	PrimeAlert® Operation Training	Lecture Web-Based Training	Client Site	Certified Trainer	1.5-2 hours

Course descriptions:

LOCTR-TECH PrimeAlert® Technical Training

This training course is held at client site’s main computer room (where Locution server resides). If it is not convenient to hold training at this location, Locution will demonstrate server-resident software on a Locution provided PC in a classroom environment.

This course involves training the attending individual(s) on the following:

- Basic operation of Locution Server and Supervisor.
- Initial configuration and setup of Locution Serversoftware
- Initial configuration and setup of Locution Supervisorsoftware
- Other Configuration Options available on Server and Supervisor
- Operation of Locution Supervisor Client
- Troubleshooting potential problems
- Question and Answer Period.

Technical manuals relevant to client’s specific system configuration are supplied.

LOCTR-OP PrimeAlert® Operational Training

This training course is held at client site in classroom or on communication center dispatch floor.

This course involves training the attending individual(s) on the following:

- Commit operation – what occurs at this point

- What complete dispatch ('Debbie') sounds like upon a commit.
- Operation of Locution Server Client
- Operations to perform upon error indication.
- Who to contact upon error indication.
- Troubleshooting potential problems
- Question and Answer Period.

Operations manuals relevant to client's specific system configuration are supplied.

Appendix D – Minimum PC and Server Requirements

Minimum Requirements of PTT PC

Note that the PC and communication server requirements provided in Boone County Fire Department solicitation document prevail and will define the PCs and servers provided by Locution.

However, it is stated here that the minimum requirements of the PC to operation the Locution system are as follows:

- ***1GB RAM minimum***
- ***80GB hard drive minimum***
- ***10/100baseT LAN required***
- ***Windows XP, Windows 7 or Windows 10 required***
- ***SoundBlaster 16-bit audio required***
- ***CD-ROM drive***
- ***Capability to automatically re-boot on power-up***
- ***Small form factor desirable for space considerations.***
- ***Keyboard, mouse and display are not required.***

Locution recommended PC is the Dell Optiplex ultra small form factor PC with external power supply.

Minimum Requirements of Locution Server

- 2 GHz or faster
- 2X20GB or larger hard drives in RAID 1 array.
- Redundant power supplies
- Windows Server 2003 or 2008
- 1GB RAM
- 2XNIC Cards
- 1 PCI Expansion Slot

Locution recommended server is Dell's Poweredge R610 with dual power supplies and two 150G SCSI disk drives in Raid 1 array with operation system of Windows Server 2003 or 3008.

Exhibit C

Software License Agreement for Boone County, MO

1. Recitals. The "Contract Documents" consist of the Agreement for the Sales of the Prime Alert Radio® System, PrimeAlert Radio® Statement of Work (Exhibit A), Quotation document for Boone County, Missouri (Exhibit B), this Software License (Exhibit C), and the Terms and Conditions (Exhibit D). The "Proposal" consists of these Contract Documents.

2. Ownership Rights. Boone County, Missouri (the "Customer") understands that the Contract Documents do not effect any transfer of title or any other rights (except as granted herein) in any computer software (the "Software") produced, developed or delivered to the Customer by Locution Systems, Inc. ("Locution"). Further, all proprietary rights, including copyright, in and to all manuals, reports, training programs and other written materials produced by Locution and delivered to the Customer (the "Written Materials") remains in Locution.

3. Software License. Locution grants to the Customer a non-exclusive, royalty free perpetual license to use the Software for its intended purpose as described in the Contract Documents and especially in the Proposal.

3.1. Software Protection. The Customer will reasonably protect the Software as Locution's proprietary property, and the Customer may neither publish, disclose, nor distribute the Software or any part thereof except as necessary to implement the purpose of the Contract Documents. The Customer may not attempt to create the Software by reverse engineering, reverse assembly or otherwise.

3.2. Source Code. The Contract Documents do not include Software source code, which remains the sole property of Locution.

3.3. Copies of Software. Locution understands that the Customer intends to install the PrimeAlert Radio Software in one location at the Emergency Communications Center. In addition, the Customer may make a reasonable and limited number of copies of the Software and Written Materials for the Customer's internal needs and uses, including archive and backup purposes. All such copies, in whole or in part, shall remain the property of Locution and shall at all times be subject to the restrictions set forth herein. Whenever a location whereat the Software is installed is closed or deactivated, the Software and all Written Materials shall be removed from that location.

4. Rights Granted to the Customer in the Written Materials. Locution, for so long as the Customer uses the Locution PrimeAlert Radio System, hereby licenses and grants permission to the Customer to use, copy and disclose the Written Materials for any necessary governmental purposes connected with the Proposal, including training and education of employees who will use the PrimeAlert Radio System. Such use is granted so that the Customer may understand and use the Written Materials and the Software for its intended purpose. Such Written Materials and any copies, in whole or in part, shall bear Locution's copyright notice or other proprietary notice.

5. Ownership – Authority. Locution represents and warrants to the Customer that Locution has full power and authority to grant the rights set forth in this Exhibit to the Customer with respect to the Software and WrittenMaterials.

6. Right of Locution to Terminate for Cause. Locution may terminate its Software License for cause by giving written notice to the Customer, which notice shall specify the cause. If the Customer, within 45 days following the receipt of notice, cures the problem giving rise to the cause, this License shall continue unabated. If, however, the problem is not so cured, then this License shall terminate on the 46th day following the effective date of such notice. Customer may choose to terminate the Software License for cause giving written notice to Locution, which notice shall specify the cause.

7. Notice. All notices given under or with respect to this Exhibit shall be in writing. Notice shall be deemed given, effective and received when personally delivered or served, or three business days after posting when sent by certified mail, return receipt requested, with a copy by first class mail, postage prepaid, addressed to the party's authorized representative as set forth herein or at such other address as a party may from time to time designate by Notice. Notice may also be given and shall be considered delivered and effective the following business day when sent by telex, facsimile or telegram. Either party, by notice may change any name or address for future notice. "Business day" shall mean Monday through Friday, excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas.

8. Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

EXHIBIT D

TERMS AND CONDITIONS

All products sold by Locution Systems, Inc. ("LOCUTION") and all software licensed by LOCUTION are sold and licensed subject to the following TERMS AND CONDITIONS.

1. Payment Terms. Customer will pay LOCUTION within 30 days following installation of product or completion of project milestone. Interest on past due amounts shall accrue at the rate of 18 percent per annum until paid.

2. Risk of Loss. The Products shall be FOB Denver, Colorado and LOCUTION will assume the risk of loss until they are delivered to Customer.

3. Software License. LOCUTION grants to Customer a non-exclusive license and right to use the computer software for so long as Customer owns and uses the product. Customer will not further distribute the software without the prior consent of LOCUTION. Customer will not attempt to create the software by reverse engineering, reverse assembly or otherwise. The software included within the product is licensed for use only at the one site where the product is used and no others. Title to the software and all applicable rights, including copyright, shall remain in LOCUTION.

4. Limited Warranty. LOCUTION warrants title to the product and software. LOCUTION further warrants that the product and software will operate in material conformance with the product's published technical specifications at the time of shipment to Customer.

4.1 Defects. The products and software are warranted against defects in materials and workmanship for a period of one year from the date of LOCUTION's final acceptance or productive use invoice. Locution sends either a final acceptance or a productive use invoice for its multi-milestone projects.

4.2 Repair or Replacement. Products which prove to be defective during the warranty period will be repaired or replaced, at the option of LOCUTION, provided, however, that the failure is not due to abuse or misuse of the product. Products under warranty must be delivered to LOCUTION at Customer's expense for repair or replacement. The products will be returned to Customer at LOCUTION's expense.

4.3 Service Hours. Telephone support is available 24/7 365 days a year. Customer should call Locution's toll free number. Note that in certain situations, the Customer's main support individual's phone number MAY be set up to take after hour calls directly. In this situation, the Customer may directly call this number to obtain a more direct response.

5. Disclaimer of Additional Warranties. Except as set forth in paragraph 4, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE SPECIFICALLY DISCLAIMED. LOCUTION DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN MODIFIED BY ANY PARTY OTHER THAN LOCUTION.

6. Limitation of Liability. Customer agrees that regardless of the form of claim, whether contract, tort, or other, LOCUTION shall not be liable for any loss or expense of Customer arising

from claims made against Customer by any third party, nor for any claim by a third party against LOCUTION which arises from the product or software.

6.1 Force Majeure. LOCUTION shall have no liability to Customer or any third party for failure to perform under this Agreement because of acts or events reasonably beyond LOCUTION's control.

6.2 Damages Limited. LOCUTION's liability for damages to Customer or to any third party, regardless of the form of action, shall not exceed the total amount paid to LOCUTION by Customer.

6.3 Legal Assistance. If either party must resort to legal assistance to enforce any of these Terms and Conditions all reasonable expenses of the prevailing party, including attorney's fees, shall be recoverable as costs.

6.4 Time Limits. No legal action, regardless of the form, relating in any manner to the product, may be brought by either party more than one year after the event giving rise to the cause of action has occurred.

6.5 Excluded Damages. LOCUTION shall not be liable for consequential, incidental, or special damages arising from or related to the product even if LOCUTION has been advised of the possibility of such damages.

7. Arbitration. Any and all claims, disputes or controversies arising under, out of or in connection with the product or software, which have not been resolved within 90 days by good faith negotiations between the parties, shall be resolved at the request of either party by final and binding arbitration. Arbitration shall be conducted in Denver, Colorado, by a panel of arbitrators as the parties may agree, and otherwise in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall be governed by the domestic law of the State of Colorado, and shall have no authority to award punitive damages and shall be bound by the liability limitations herein set forth herein. The arbitrator(s) shall make detailed written findings to support the award. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement pursuant to the Colorado Uniform Arbitration Act.

8. GENERAL

8.1 Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

8.2 Applicable Law. These Terms and Conditions shall be construed as a domestic contract to be performed in and in accordance with the laws of Colorado.

8.3 Conflicting Terms. These Terms and Conditions may be modified only by a writing signed by LOCUTION and Customer. If there is a conflict between the terms set forth herein and any purchase order or other document issued by Customer, the terms hereof shall govern and prevail.

Exhibit E: Milestone Payment Terms Used for Project

Milestones (invoiced as completed)

25% Delivery of Executable Non-Radio Related Software (\$33,795)

25% Delivery of Executable Radio Related Software (\$33,795)

25% Delivery of Audio Database (\$33,795)

10% Go-Live (or Productive Use) (\$13,518)

15% Systems Acceptance (\$20,277)

100% of contract excluding hardware and services (total of above = \$135,180)

Hardware and Services (invoiced as delivered)

Hardware: \$10,220 total

Services excluding installation: \$28,300 total

\$135,180 (Milestones)

\$ 10,220 (Hardware)

\$ 28,300 (Services)

\$173,700 (Total Contract)

Locution SYSTEMS INC.

1626 Cole Blvd, Suite 325
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

Customer : Boone County, MO	Quote ID	BCJC-4PTT-1607-V1.2
Contact: Dave Dunford (Consultant)	Document Date	6/21/2017
Email:	Quote Expires:	9/21/2017
Phone:		

1.0 Notes and Assumptions

Revision History

V1.2

Reduced additional Software Configuration cost increase to accommodate a change in CAD Vendor post Locution implementation. The CAD Interface will be with Sungard during the original Locution implementation.

Added 1 PrimeAlert IP Core Station System to the Optional Section, including Software, Hardware, and Services.
Note* These items in the Options Section are not included in the quote Total, and are not included in the Annual Maintenance Cost. They would need to be added to the quote if desired.

Note* Customer must provide network connectivity between the central server and all system PCs, in order for the system to be functional.

Note* Customer must supply remote network access to the system PCs in order for final configuration and maintenance support. Customer must also supply any Radio Interface/ Infrastructure hardware and configuration for Back-up Radio tie-in to the Locution system.

Note* Locution will be tying into the existing audio PA system at each station, and the customer is responsible for ensuring the existing audio system is capable of providing high quality and high understandability audio for the automated dispatch.

V1.1

Added Server Hardware and PTT PCs to the Options Section of the quote.

Note* These items in the Options Section are not included in the quote Total, and are not included in the Annual Maintenance Cost. They would need to be added to the quote if desired.

Software Configuration cost increase to accommodate a change in CAD Vendor post Locution System Implementation.

V1.0

Quoted:

Over the air automated voice dispatch using 4 PrimeAlert-Radio PTT (Push to Talk) for 4 VHF Radio Channels.
Note* Customer must supply the Radio Infrastructure Hardware for the PTT Systems to be tied into, and network connectivity from each PTT PC to the Locution Central Server.

Includes Hybrid Voice Add-On to the Locution PrimeAlert Advanced Audio Database.

Does not include PC for PrimeAlert-Radio (PTT version). This must be supplied by the customer according to Locution Specs.

Does not include High-Up Time Server for Locution Central Server System. This must be supplied

by the customer according to Locution Specs.

Includes Project & Engineering Oversight.

Includes Operational and Technical Training (WebEx).

Includes Locution side of Locution/CAD interface.

Customer is responsible for contracting with CAD vendor for CAD side of Locution/CAD interface.

Note* Locution PTT Enclosures require 120vAC power outlets, that must be supplied by the customer in the location of these components.

Does not include installation.

Does include Installation Oversight where Locution provides guidance to the installer.

Locution is not responsible for the quality of any existing system that is tied into at each customer site. Including, but not limited to: Network Systems, Radio Systems, Telephone Systems, PA Systems, Lighting Systems, etc.

It is the responsibility of the customer to ensure that these (Non-Locution) systems are in good working order, and operating with the quality and consistency necessary for delivering accurate and understandable voice dispatching and fire station alerting to its personnel at each customer site.

Part Num	Description	Qty	Unit Cost	Total
2.0 Central System Software and Hardware				
2.1 Software (Standardized)				
CSL-ADB-BCV	Locution PrimeAlert Audio Database (Basic)	1	6,050	6,050
CSL-SRV	Locution PrimeAlert Server Software	1	12,100	12,100
CSL-SUP	Locution PrimeAlert Supervisor (up to 10 licenses)	1	13,750	13,750
2.2 Software (Custom/Interfaces)				
CSL-ADB-ACV	Locution PrimeAlert-Audio Database (Adv.)	1	26,400	26,400
CSL-ADB-HVA	Locution PrimeAlert Hybrid Voice Add-On	1	5,500	5,500
CSL-CFG-SW	Software Configuration	1	7,500	7,500
CSL-CSI	Interface to CAD (Locution side of Interface).	1	12,100	12,100
2.3 Hardware				
CHP-SRV	Dell High-uptime Server	1	8,250	not bid
Subtotal (Main)				\$83,400
3.0 PTT Radio System Software and Hardware				
3.1 Software (Standardized)				
RSL-SL-PTT	PrimeAlert Radio - Push to Talk (PTT) Version (for dedicated radio dispatch channel configurations) Software License	1	13,195	13,195
RSL-SLA-PTT	PrimeAlert Radio - Push to Talk (PTT) Version (for dedicated radio dispatch channel configurations) Software License (additional)	3	6,595	19,785
3.2 Software (Custom/Interfaces)				
RSL-CFG-PTT	PrimeAlert Radio - PTT Software Configuration	4	2,500	10,000
RSL-ENG-PTT	PrimeAlert Radio - PTT Drawings/Engineering	4	2,200	8,800
3.3 Hardware				
RHP-PCA	PrimeAlert Radio - PTT PC	4	1,400	not bid
RHL-ENC32-PT	PrimeAlert Radio - PTT Enclosure, Active Cooling	4	1,315	5,260

RHL-PLC-DC-PT	PrimeAlert Radio - PTT Relay PLC: Provides eight 7Amp relays per PLC DC Version.	4	745	2,980
RHL-RIP30	Radio Interface Unit - Passive	4	495	1,980
Subtotal (Radio)				\$62,000

4.0 Services

Project Management

PMENG-OV	Project & Engineering Oversight	1	13,530	13,530
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Training

LOCTR-OPW	PrimeAlert Operation Training (WebEx)	1	4,510	4,510
LOCTR-TECW	PrimeAlert Technical Training (WebEx)	1	4,510	4,510
INST-OV	Installation Oversight	1	4,000	4,000

Installation

INSTF-BS	Installation - Base System - Any visual or audio component installation is listed as a separate line item.	0	not bid	not bid
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Travel

TRV01	Travel (or Remote Costs)	1	1,750	1,750
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Subtotal (Services)				\$28,300
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5.0 Totals (Categorized by Software, Hardware, Services)

Software	\$135,180
Hardware	\$10,220
Services (excluding any defined installation)	\$28,300
SubTotal (w/o install, maint, options)	\$173,700
Installation	not bid
Tax	Assumed no tax
Total (US Dollars)	\$173,700

Not Included in Totals

Maintenance (Annual)	\$15,446
Options	\$28,900

5.1 Totals (Categorized by Area)

SubTotal (Main)	\$83,400
SubTotal (Radio)	\$62,000
SubTotal (Station)	\$0
Services (excluding any defined installation)	\$28,300
SubTotal (w/o install, maint, options)	\$173,700
Installation	not bid
Tax	Assumed no tax
Total (US Dollars)	\$173,700

Not Included in Totals

Maintenance (Annual)	\$15,446
Options	\$28,900

6.0 Support Maintenance Costs

Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period has ended. Does not include PCs and Server Hardware in Support Maintenance Costs.

MAINT01	Includes annual maintenance for:	
	Locution PrimeAlert Audio DB (Basic)	726
	Locution PrimeAlert Server	1,452
	Locution PrimeAlert Supervisor	1,650
	Locution PrimeAlert Audio Database (Adv.)	3,168
	Locution PrimeAlert Hybrid Voice Add-On	825
	Locution PrimeAlert CAD Interface	1,452
	Locution PrimeAlert Radio Software	4,947

Locution PrimeAlert Radio Hardware

1,226

Subtotal (Annual Maintenance)

\$15,446

7.0 Optional Equipment

Note: The estimated Annual Maintenance cost below is not reflected in the total price & begins after the 1st Year Warranty Period has ended. Maintenance does not include PCs and Server Hardware in the Annual Maintenance cost. PCs and Servers are purchased with the manufacturers 3 year onsite warranty plan, which is transferred to the customer and guaranteed to have at least 2.5 years of the manufacturer's warranty remaining upon arrival to the customer site.

1 PrimeAlert Central System Server

CHP-SRV	Dell High-uptime Server	1	8,250	8,250
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4 PrimeAlert Radio System PCs

RHM-PCA-PT	PrimeAlert Radio - PTT PC	4	1,400	5,600
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1 PrimeAlert Core IP Station Add-On

Software

SSL-SCL	Locution PrimeAlert Fire (client)	1	2,415	2,415
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SSL-CFG-SW	Software Configuration - Station	1	750	750
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Hardware

MPCA	Station PC	1	1,400	1,400
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LENC32-CR	Enclosure, Core: includes active cooling, wire management, system power, 120V surge-protection and isolation, with locked front panel door access.	1	1,695	1,695
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RHL-RIA30	Radio Interface Unit - Active	1	795	795
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LSCU30	Station Control Unit: Converts PC audio to differential audio Supplies PC monitoring Supplies PC testing Supplies 4 general purpose control relays	1	1,095	1,095
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LIAS30	Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp	1	655	655
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LPLC-DC	Relay PLC: Provides eight 7Amp relays per PLC DC Version (includes software add-on to AVA-STSWLIC)	1	745	745
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Services

PCOORD	Project Coordination	1	2,500	2,500
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INST-OV	Installation Oversight	1	3,000	3,000
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Subtotal (Options)

\$28,900

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Location Systems, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1218619

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jaxi OBrien
Phone Number (303) 301 - 7315
Fax Number (303) 384 - 9014
Email Address jaxi.obrien@locution.com

Name Glenn C Neal
Phone Number (303) 301 - 7301
Fax Number (303) 384 - 9014
Email Address glenn.neal@locution.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th

day of

August

20

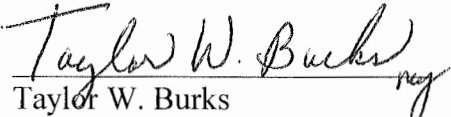
17


the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize, pursuant to County Policy 4.5, closing of County Offices on August 21, 2017 from Noon to 1:00 p.m. to allow county employees to take their lunch hour together and from 1:00 p.m. to 2:00 p.m. in response to the total solar eclipse that is anticipated to occur during that period of time.

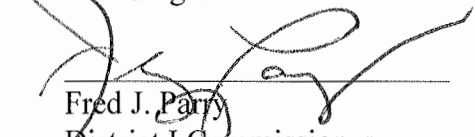
Done this 15th day of August, 2017.

ATTEST:

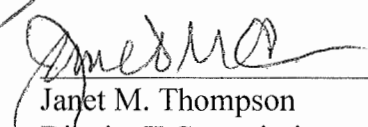

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th

day of August

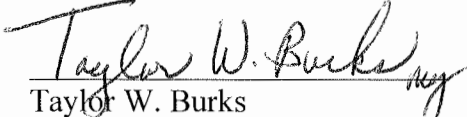
20 17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached County Vehicle Use Policy. The policy is applicable to all departments supervised by the County Commission of the County of Boone.

Done this 15th day of August, 2017.

ATTEST:

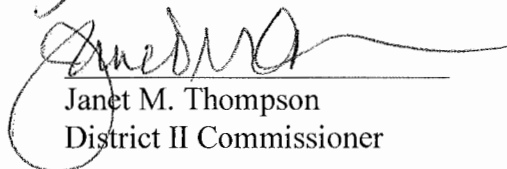

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner

County Vehicle Use:

Boone County may provide a county vehicle to an employee to use for county business. Only county employees are permitted to operate county owned vehicles. A county vehicle is county property and an employee assigned to a county vehicle is expected to follow all applicable rules/regulations and display prudent behavior when operating and maintaining an assigned county vehicle.

Operators must possess a license issued by the state of Missouri in order to operate any county owned vehicle. Operators charged with violation of any traffic law while operating a county owned vehicle may lose driving privileges. Violations must be reported to a supervisor within 48 hours. Operators charged with violation of any traffic law are responsible for any related fine or punishment.

Only county employees are permitted to be passengers in county vehicles, with the exception of employees of other governmental entities; members of County sponsored boards; representatives of vendors or contractors engaged in county contracts; and representatives of licensing authorities. Any other passenger must be approved by a supervisor.

County employees may be assigned a county vehicle to commute for business reasons. Such usage of a vehicle may be a taxable fringe benefit to the employee and will be reported on the department payroll requisition subject to any payroll impact. Employees permitted to use a county vehicle for commuting purposes are required to record such use on their timesheet. Employees permitted to use a county vehicle for commuting purposes are expected to use the most direct route from their home to the work place. Personal use of such a county vehicle, other than for commuting and *de minimis* personal use, is prohibited. Personal use of a county vehicle is defined as all use not for county business. *De minimis* personal use includes minor non-county business use such as making a stop for a personal errand that is between work and the employee's home.

Out of County Commute:

Boone County employees who are assigned a county vehicle and who use that vehicle to commute outside of the county will reimburse the county for the expense of their commute use of the county vehicle beyond the Maximum In-County Commute Distance. The reimbursement rate is equal to the IRS standard mileage deduction rate for business purposes.

The Maximum In-County Commute Distance is defined as the distance, as determined by Google Maps Driving Directions, from the northern most county owned site where a county employee could be expected to start their work day, currently the former MoDOT building at Hwy 124 and HWY 63, to the southernmost point in Boone County on Highway 63. That distance is 35.5 miles.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th

day of

August

20 17

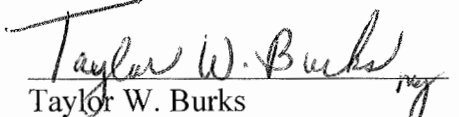
the following, among other proceedings, were had, viz:

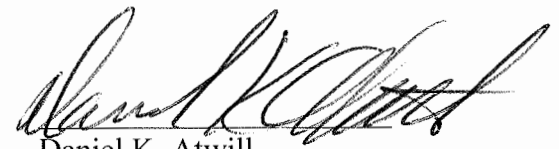
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Sheriff's Department to establish a budget for the Jail Accreditation Agreement.


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2900	86800	Law Enforcement Sales Tax	Emergency	4,040	
2902	71100	Correction LE Sales Tax	Outside Services		4,040
				4,040	4,040

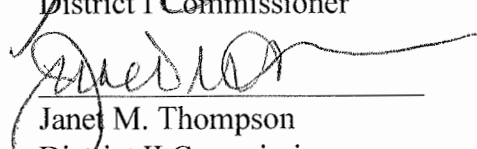
Done this 15th day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



NATIONAL INSTITUTE FOR JAIL OPERATIONS JAIL ACCREDITATION AGREEMENT

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36th month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or NIJO, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for NIJO to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, NIJO reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

	Accreditation Cost (Due the first year of accreditation or Re-accreditation unless other terms are finalized between NUO and Accrediting Agency)	
ACCREDITATION / REACCREDITATION	\$ 5,750	This amount covers a 3 year cycle period, est. 2016-2018 including all NIJO fees, reports and on The Agency is to reimburse inspectors' onsite travel /expenses*
YEAR - 2	If a secondary onsite inspection is required (see Agreement sections 2.6 and 3.2), the Agency is to pay cost of inspectors' time and travel expenses.*	
YEAR - 3		
ONGOING FEES FOR SERVICES PROVIDED - (See AARMS Terms of Agreement for pricing) NIJO utilizes a web-based software accreditation management system (AARMS) to access the standards and manage the entire accreditation process. This resource financially benefits the Agency in lowering staff hours, office supplies and shipping, providing accreditation at de minimum cost. The AARMS system additionally provides the Agency the benefits of policy and procedure development and tracking, training components and documentation as a proactive liability management tool. The Agency enters policies and proofs of compliance into the system. NIJO updates the guidelines as laws change and manages the verification inspections using the system. Monthly rate for use of AARMS is calculated based on Agency ADP and reassessed annually.		
* Travel expenses include airfare, taxi, rental vehicles, gas, tolls, parking, lodging accommodations, all meals (GSA per diem) for inspection team. Time not to exceed \$750 per day per inspector for any secondary inspection.		

2550-71101
When
audit in
2018 or 19

AGENCY Rep Initials
[Signature]
NIJO / AARMS Initials

Missouri Jail Audit & Risk Management Program Cost Matrix Breakdown

GENERAL IMPLEMENTATION: \$ 2,990 (Discounted but waived if participating as Pilot Agency)

AARMS provides all implementation including initial set up of facility for restricted access, all users and guidelines once finalized. This is a one-time fee and is specific to each Agency. Participating Agency will provide AARMS a list of all users to be given access to the system according to the New User Template provided. It is anticipated upon receiving the final set of guidelines, Agency Contact Information Form, Agency Billing Information Form and signed contract, the implementation process will be completed in 6 weeks from start to finish.

PER MONTH: \$ Milestone #1 ADP rate (discounted as Pilot Agency for Accreditation)

Participating Pilot Agency is to pay the monthly cost above (can be invoiced quarterly, semi-annually or annually). The monthly rate is estimated based on the ADP (reevaluated annually) and each facility conducting up to 2 audits annually (for example: one self-audit and one outside inspection/accreditation inspection). The monthly amount can be paid in yearly lump sum or monthly as determined by the Agency.

Volume discounts for all participating Agencies will be provided as specific milestones are reached. Those are indicated in the Monthly column – with Milestone 1 being approximately 20 participating Agencies and Milestone 2 being 40 Agencies.

NOTE: For the duration of the agreement, if enough agencies participate and Milestone #1 is reached, the Pilot Agency will then be eligible for the Milestone #2 rate.

INITIAL TRAINING:

Two days training included, minus travel expenses (1 person). Webcasts available for new user training as needed. Ongoing new user training is provided the first Wednesday of every month (RSVP).

USER SUPPORT:

Mon-Fri, 8am-5pm MST, excluding major US holidays

ADDITIONAL IT/MAINTENANCE COSTS:

None. Organization to provide computers with updated web browsers and grant internet access to the designated domain: www.jailaudit.com/mg

SINGLE FACILITY / COUNTY	IMPLEMENTATION	MONTHLY SERVICES		
		Initial Start	Milestone #1 - MO	Milestone #2 - MO
0 - 30 ADP	\$ 2990	\$ 125	\$ 115	\$ 90
31 - 65 ADP	\$ 3150	\$ 145	\$ 125	\$ 100
66 - 100 ADP	\$ 3295	\$ 160	\$ 135	\$ 110
101 - 200 ADP	\$ 3360	\$ 210	\$ 175	\$ 135
201 - 350 ADP	\$ 3525	\$ 240	\$ 210	\$ 195
351 - 500 ADP	\$ 3750	\$ 325	\$ 295	\$ 270
501 - 1000 ADP	\$ 3960	\$ 395	\$ 360	\$ 345
1001 - 2000 ADP	\$ 4400	\$ 480	\$ 455	\$ 420

\$ 210.00 per month
 Start at installation

 \$ 210.00
 x 5

 \$ 1040.00

June Pitchford

From: Jason Gibson
Sent: Wednesday, August 09, 2017 3:53 PM
To: June Pitchford
Subject: FW: Jail Accreditation-- Budget Revision

FYI regarding the questions on the Jail Accreditation.

From: Leasa Quick
Sent: Wednesday, August 09, 2017 3:21 PM
To: Jason Gibson <JGibson@boonecountymmo.org>
Subject: RE: Jail Accreditation-- Budget Revision

Oops, sorry! The Sheriff brought it to the Commissions attention last fall however, the details/cost were not worked out in a timely fashion to put it in last year's budget request. We are the first agency in the state of Missouri and CJ had been working with the company to get all the legal wording correct for our state.

From: Jason Gibson
Sent: Wednesday, August 09, 2017 1:31 PM
To: Leasa Quick <LQuick@boonecountymmo.org>
Subject: RE: Jail Accreditation-- Budget Revision

Did you see June's 1st question below?

From: Leasa Quick
Sent: Wednesday, August 09, 2017 11:46 AM
To: Jason Gibson <JGibson@boonecountymmo.org>
Subject: RE: Jail Accreditation-- Budget Revision

The initial cost should be coming from Sheriff's Revolving Fund (2550) and is \$5750 for the first 3 years. Also, we will budget in Sheriff's Revolving Fund (2550), in year 2 and or 3 there are travel expenses as estimated below **(estimated by Capt. Hoskins):**

	Cost		
Rental			
Car	\$50.00	3	\$150.00
Hotel	\$120.00	6	\$720.00
Flight	\$650.00	2	\$1,300.00
Food	\$50.00	6	\$300.00
			\$2,470.00

Very Rough Estimate as we don't know what time of year it will be when they need to complete the audit.

2 persons, 3 nights hotel, 3 days for food, rental car 3 days.

In Corrections LE Sales Tax (2902), we will budget the annual on-going AARMS web-based software accreditation management system. Currently \$210 per month.

To: Jason Gibson <JGibson@boonecountymmo.org>

Subject: Jail Accreditation-- Budget Revision

Jason— A few follow-up questions on this budget request:

- 1) What is the reason requiring us to address this outside of the annual budget process?
- 2) Leasa's note identifies that on-going costs include the 3-year renewal fee, the monthly fee for access to the web-based software, and potential travel costs associated with on-site inspections.
 - a. What funding sources have been identified for the various on-going costs and what is the estimated annual budgetary impact for each funding source?
 - b. What is the department's estimate for the travel reimbursement for the on-site inspections. (Timing, frequency, number of team members, etc.... will drive the cost.)

We'll attach your responses to the Budget Revision before it goes to Commission.

Thanks,

June

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

15th

day of

August

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Jail Accreditation Agreement between Boone County and the National Institute for Jail Operations.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Jail Accreditation Agreement.

Done this 15th day of August, 2017.

mg

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner



NATIONAL INSTITUTE FOR JAIL OPERATIONS

JAIL ACCREDITATION AGREEMENT

This Agreement is entered into between the **County of Boone, Missouri, by and through the Boone County Sheriff's Department** with principal offices at 2121 County Drive, Columbia, MO 65202, telephone number (573) 875-1111, hereafter referred to as the "Agency," and the National Institute for Jail Operations, a registered United States entity headquartered in Utah, hereafter referred to as "NIJO."

WITNESSETH

The Agency and NIJO, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to NIJO as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by NIJO's assessing the Agency's compliance with applicable standards established by NIJO in order for NIJO to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

2.1 Provide policies, proofs, documents, files, records, and other data as required by NIJO so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.

2.2 Send all written communication to the following mailing address:

National Institute for Jail Operations
RE: NIJO Accreditation
125 West Main Street #1115
PO Box 1115
Midway, UT 84049

2.3 Fully and accurately respond to all communications from NIJO within ten (10) business days from the receipt thereof. Acceptable forms include phone calls, email and written correspondence to the address above or to the identified NIJO key contact.

2.4 Identify a primary contact (Accreditation Manager) as a key contact and point of reference for the duration of the Jail Accreditation terms. Agency shall provide NIJO the individual's contact information. All correspondence related to the accreditation process shall be communicated between the Accreditation Manager and NIJO.



NATIONAL INSTITUTE FOR JAIL OPERATIONS **JAIL ACCREDITATION AGREEMENT**

2.5 Agency agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial gain, any portion of the copyrighted standards and its contents to any other organization, individual or agency. Standards are to be used for the sole purpose of NIJO Jail Accreditation. When the accreditation terms have expired or terminated, Agency agrees to send back or destroy all documentation of the standards unless otherwise agreed by both parties.

2.6 Agency agrees to maintain compliance, adhering to Year Two and Year Three accreditation requirements by attaching policies and proofs.

3. NIJO' RESPONSIBILITIES: NIJO agrees to:

3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process and key primary contact for all accreditation matters.

3.2 Provide copyrighted legal-based jail standards from which the Agency and Assessors/Inspectors can use to document and measure compliance. Standards contain Description and Compliance statements as references for users.

3.2 Provide two (2) to three (3) NIJO inspectors for the purpose of conducting an on-site assessment inspection of the Agency's compliance with applicable standards. The on-site inspection will be conducted during the first year after Pre-Inspection requirements have been submitted by the Agency. If the Agency fails to provide verification documentation during either Year Two or Three (see 2.6) to show continual adherence to the standards required to maintain accreditation, NIJO may conduct an additional onsite inspection, at the Agency's expense; or, the Agency may choose to forfeit the accreditation.

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site verification inspection and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited upon compliance to relevant standards.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable guidelines, provide the Agency with reasons for NIJO's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of NIJO, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."



NATIONAL INSTITUTE FOR JAIL OPERATIONS

JAIL ACCREDITATION AGREEMENT

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36th month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or NIJO, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for NIJO to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, NIJO reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

	Accreditation Cost (Due the first year of accreditation or Re-accreditation unless other terms are finalized between NIJO and Accrediting Agency) 2017-2019 DB	
ACCREDITATION / REACCREDITATION	\$ 5,750	This amount covers a 3 year cycle period, est. 2016-2018 including all NIJO fees, reports and on The Agency is to reimburse inspectors' onsite travel /expenses*
YEAR - 2	If a secondary onsite inspection is required (see Agreement sections 2.6 and 3.2), the Agency is to pay cost of inspectors' time and travel expenses.*	
YEAR - 3		
ONGOING FEES FOR SERVICES PROVIDED – (See AARMS Terms of Agreement for pricing)		
NIJO utilizes a web-based software accreditation management system (AARMS) to access the standards and manage the entire accreditation process. This resource financially benefits the Agency in lowering staff hours, office supplies and shipping, providing accreditation at de minimum cost. The AARMS system additionally provides the Agency the benefits of policy and procedure development and tracking, training components and documentation as a proactive liability management tool. The Agency enters policies and proofs of compliance into the system. NIJO updates the guidelines as laws change and manages the verification inspections using the system. Monthly rate for use of AARMS is calculated based on Agency ADP and reassessed annually.		
* Travel expenses include airfare, taxi, rental vehicles, gas, tolls, parking, lodging accommodations, all meals (GSA per diem) for inspection team. Time not to exceed \$750 per day per inspector for any secondary inspection.		



NATIONAL INSTITUTE FOR JAIL OPERATIONS **JAIL ACCREDITATION AGREEMENT**

7. NIJO AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, NIJO shall be acting as an independent contractor and neither NIJO nor any officer, employee, or agent of NIJO will be deemed an employee of the Agency. The selection and designation of the personnel of NIJO in performance of its responsibilities under this Agreement shall be made by NIJO.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of NIJO will act in the name of NIJO.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that NIJO's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by NIJO or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.



NATIONAL INSTITUTE FOR JAIL OPERATIONS JAIL ACCREDITATION AGREEMENT

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency has read the following documents and agrees to be bound by the terms and conditions of them, as amended from time to time, during the term of this Agreement:

(a) NIJO Legal-Based Jail Guidelines (as currently constituted) are modified at some future date to be applicable for the state of ^{Missouri} ~~Texas~~ as agreed by pilot Agency; NIJO will release these to Agency section by section as completed; (b) Updates to standards are to be made by NIJO and DeLand and Associates as long as Agency continues Accreditation participation. Such updates will be provided to the Agency to maintain accreditation; and (c) NIJO Accreditation Agreement as constituted herein.

15.2 The Agency accepts NIJO's decisions as the final authority on all matters relating to NIJO's standards, accreditation process and NIJO recognition programs.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on _____, 20 _____ by

SEE ATTACHED

(Signature of Authorized Agency Officer)

(Printed Name and Title)

IN WITNESS WHEREOF, NIJO has caused this Agreement to be executed by the Executive Director of NIJO, acting on its behalf, on 13 JUNE, 20 17 by

(Signature of NIJO Executive Director)

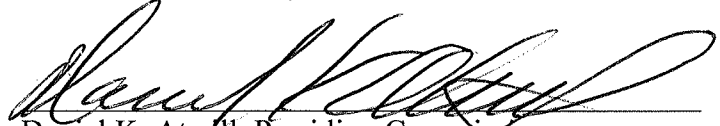
TATE McCOTTER

(Printed Name)

**APPROVAL OF JAIL ACCREDITATION AGREEMENT
WITH NATIONAL INSTITUTE FOR JAIL OPERATIONS (NIJO)**

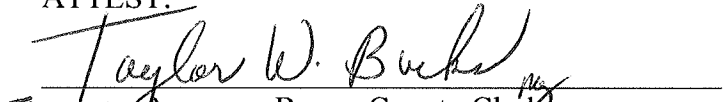
APPROVED:

BOONE COUNTY, MISSOURI

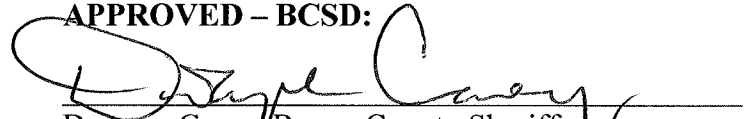

Daniel K. Atwill, Presiding Commissioner

DATED: 8-15-17


ATTEST:


TAYLOR W. BURKS, Boone County Clerk

APPROVED - BCSD:


Dwayne Carey, Boone County Sheriff

APPROVED AS TO LEGAL FORM:


C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane Pitchford by jg 08/15/2017
Signature Date

2550-71101 #5,750
2902-71100 #4,040

Appropriation Account

TERMS AND CONDITIONS

The terms and conditions set forth, unless modified in writing by Accreditation, Audit & Risk Management Security LLC, providing the web-based technical services on behalf of the National Institute for Jail Operations, or its affiliates or parents ("AARMS" and/or "Seller"), shall govern all transactions between AARMS and the party identified below as "Organization", notwithstanding any conflicting term or condition of Organization's purchase, acknowledgement or any other document or communication to the contrary.

1. **Term.** These Terms and Conditions between the parties of this agreement is one (1) year, beginning _____, 2017. At the expiration of one (1) year, Organization may renew services at the same rate as approved by AARMS.
2. **Services.** AARMS currently provides users with access to a variety of online resources, including various hosted communications tools, auditing systems, productivity and corrective action tracking software, personalized content and branded programming through its network of properties (the "Service"). AARMS shall render Services to Organization as set forth in Work Orders or such other documents outlining the scope of services to be provided. All Work Orders or purchase orders submitted are subject to acceptance by AARMS in its sole discretion. All Work Order or purchase orders submitted are not accepted until AARMS confirms such acceptance in writing. Nothing contained in any Work Order or purchase order or other correspondence shall in any way modify these terms and conditions or add any additional terms or conditions, all of which are hereby expressly objected to and rejected by Seller. Organization agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial gain, any portion of the Service and its contents, use of the Service, or access to the Service and its contents other than utilizing the data provided by the Service. (See Agreed Services To Organization)
3. **Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AARMS has no control over such sites and resources, Organization acknowledges and agrees that AARMS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Organization further acknowledges and agrees that AARMS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
4. **Organization Cooperation.** Organization shall cooperate and make its facilities, information, data and equipment available to AARMS in a timely manner for completion of Services. If Organization requires any security or authorization procedures for AARMS employees or contractors to access its facilities, systems and/or equipment, then Organization shall perform such procedures and provide necessary passes or otherwise for AARMS access. Organization is solely responsible for securing its property, systems, equipment, facilities, personnel and guests.
5. **Payment.** Unless otherwise agreed in writing between AARMS and Organization, terms of payment for services rendered by AARMS are net thirty (30) days from date of invoice. AARMS may require a completed credit application at its option. Seller shall not be required to make any shipment or render any services unless payment is made consistent with any terms AARMS has required for this order or any other orders from Organization. Unless otherwise agreed to by AARMS, all payments hereunder shall be in U.S. dollars. Any amounts owing hereunder and not paid when due shall bear interest at a rate of 1 ½% per month, which is an annual percentage rate of 18% per annum, applied to the adjusted previous balance from and after the due date thereof. Failure to pay any amount owing in full on the terms specified herein shall void all discounts given. Organization shall pay all of AARMS's costs and expenses (including attorneys' fees, court costs and other collections costs) incurred to collect any amounts owing Seller. Seller reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.
6. **Taxes.** Organization shall be responsible for all taxes, duties or fees levied by any government authority as a result of the Products or Services hereunder, excluding AARMS's income taxes.
7. **Relationship.** AARMS's relationship with Organization shall be that of an independent contractor and nothing in these Terms and Conditions can or should be construed to create a partnership, joint venture, agency or employer-employee relationship.
8. **Confidentiality.** Subject to state public disclosure requirements, neither party shall disclose or use for any purpose except as outlined hereunder including without limitation (i) the financial terms between the parties; (ii) the technology, ideas, formulae, know how, documentation, procedures, algorithms and trade secrets embodied in the Services, technical documentation, solution methodology (e.g. forecasting and optimization techniques), user manuals and other deliverables, (iii) Organization business or marketing data; and/or (iv) any other information, whether in written or magnetic media, that is identified as confidential; except such information that (a) is known to either party prior to its first receipt of such information, (b) is generally known to the public prior to its receipt by Organization, (c) becomes available to the public other than as a result of a disclosure by either party; (d) is required to be disclosed pursuant to an applicable law or by order of any court or governmental agency; or (e) is independently developed by either party without reference to confidential information.
9. **Intellectual Property.** AARMS and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trade marks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in the Services, including any derivative works, modifications, customizations, updates, or enhancements and AARMS grants Organization a limited non-exclusive license to use such rights for the purposes hereunder.
10. **Termination and Term.** Prior to the conclusion of the one (1) year, either party may terminate the agreement by providing the other party thirty (30) day written notice. If termination has been requested by the Organization, it is agreed the Organization will pay in full the total cost of implementation as agreed this contract, if this amount has not already been paid in full. Organization agrees that any termination of access to the Service under any provision of this agreement may be effected sixty (60) days after receipt of written notice, and acknowledge and agree that AARMS may immediately deactivate or delete their accounts and/or bar any further access to such files or the Service. It is agreed AARMS will maintain and manage administrative access rights once notice is served for termination by either party. Upon a scheduled termination of this contract, Organization's data within the system is provided to Organization via the system's standard reports in csv format. Users can extract core audit information using the standard reports at any time. If requested, custom data extraction is provided at a labor rate of \$125 per hour plus media and or line charges for data transfer as requested by individual

counties. If AARMS terminates the contract, custom data extraction will be provided at a labor rate of \$85 per hour for up to 120 days of the termination notice date.

11. **Force Majeure.** Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, weather, utility, network, or telecommunications outages, unrest or riot, strikes any action of a governmental entity; terrorist events, etc. provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such matter.

12. **Services Warranty.** AARMS shall perform Services at or above industry standards and Services shall substantially conform to such standards. AARMS's SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. ORGANIZATION RECOGNIZES THAT THE AS IS CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH AARMS WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT. AARMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH REGARD TO THE SERVICES AND EQUIPMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES OR EQUIPMENT SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AARMS WHATSOEVER. ORGANIZATION ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN THIS AGREEMENT.

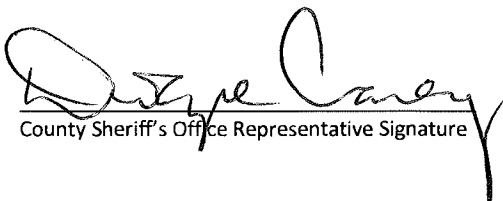
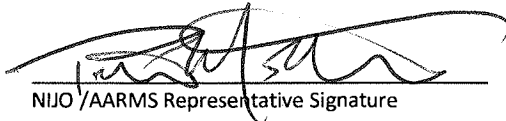
13. **LIMITATION OF LIABILITY.** AARMS SHALL NOT BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF AARMS HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL AARMS'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO AARMS UNDER THIS AGREEMENT. ORGANIZATION ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT AARMS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

14. **Indemnification.** The indemnification clause has been deleted for this agreement to accommodate state requirements.

15. **Non-Solicitation.** Each of the parties hereto agrees that, while AARMS's Services are being performed, and for a period of one hundred eighty (180) days following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees.

16. **Miscellaneous.** If any provision of Terms and Conditions is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and these Terms and Conditions shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Any waiver of a provision of these Terms and Conditions must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous agreement between the parties relating to the performance of work under a Work Order.

ACKNOWLEDGED AND AGREED BY ORGANIZATION

<u>7-24-17</u> Date	 County Sheriff's Office Representative Signature	<u>Dwayne Carey, Beare County Sheriff</u> Name/Title
<u>13 June 2017</u> Date	 NIJO /AARMS Representative Signature	<u>TATE McCOTTER, EXEC. DIRECTOR</u> Name/Title



Missouri Legal-Based Jail Guidelines

Agreed Services to Organization

(A) Agreed Services to Organization

JAIL AUDIT & RISK MANAGEMENT SYSTEM

The Jail Audit Management Solution is a web based audit system allowing detention institutions to conduct thorough internal inspections according to their own established guidelines (this proposal includes the Missouri Legal-Based Jail Guidelines but can be substituted with another set of guidelines as provided by the agency) with the ability to manage, track, monitor and follow up on compliance. Through its use, detention administrators can defend their facilities against lawsuits more successfully than any other resource previously available and save hundreds of thousands of dollars in legal fees and labor. Additionally, the system may be used with other internal audits and inspections to increase productivity and enhance administrative insight to the well-being of individual departments as a whole. Using this technology gives the County Sheriffs' Office a substantial edge in successful defense against prisoner litigation.

Participating counties will receive the following cost-saving benefits of the system:

- Discounted implementation and monthly rates
- Accelerated Implementation (3 weeks)
- Includes Missouri Legal-Based Jail Guidelines and updates to the guidelines as determined by NIJO and other organizations providing information regarding federal laws, 8th Circuit rulings and Missouri state statutes. NIJO will also reference the newly approved 2016 MO Minimum/Core Jail Standards to corresponding guidelines as applicable.
- Accommodates and reflects all current and future NIJO Jail Audit and Inspection system updates

This system accomplishes the following goals:

- **Centralized Auditing System.** Remotely hosted system allowing individual county internal inspections and external County Sheriffs' Office audits. Access to the system is controlled with the proper user name and current password.
- **Unlimited County Sheriffs' Office Users.** Unlimited users may log onto the system to monitor or document progress toward compliance of standards.
 - Internal Users. Users may read all agency action, write new comments and update documentation. This is the most common user status assigned regardless of administrative authority because of the documentation features in the system.
 - Inspectors/Assessors. Users may read information (limited/filtered) and write without the ability to assign or conduct corrective action.
 - Executive / Administrator. Users may read information, write new comments and delete files (also called File Manager in the Accreditation module).

- Site Administrator. Users have full access to all agencies operating under the site along with the ability to assign new users, reset passwords and modify guidelines.

- **Packaged Legal-Based Jail Guidelines.** Established legal-based guidelines (NIJO, DeLand and Associates©) have been maintained and updated within an online system. The guidelines have been modified specifically to the 8th Circuit Court of Appeals and as many Missouri statutes as made available. They are continually updated annually or more regularly, depending on the nature and impact of the case law. Each guideline includes information which is important for the individual users (e.g., sheriffs, administrators, supervisors, detention officers) to fully understand the guideline's purpose and intended function. The system provides the text for each guideline against which individual jails will be evaluated, as well as a supporting rationale statement, compliance discussion, and any needed annotations to further explain the text of each individual guideline. AARMS will update these guidelines as case law dictates and as advised by NIJO, other recognized organizations and DeLand & Associates to assist in keeping the participating counties in Missouri up to date and current.

- **Efficient Data Collection During Inspections.** Collecting standardized data through the use of compatible tablet PC or computer connected to the Internet are immediately stored real-time in the online database.

- **Facilitate the Process of Non-Compliance.** The audit system provides the ability to track and enforce resolution of each of the problems identified by the audit/self-assessment. The audit program provides the agency with the ability to conduct corrective action:
 - Lists the specific guideline area that are not compliant
 - Identifies the person responsible for achieving compliance
 - Sets the date by which compliance must be achieved
 - Provides means to attach files as proof of compliance or otherwise
 - Reinforces communication channels with email capability for assignments
 - Documents achievements toward compliance.

- **Data Reports for Managers.** Real-time reporting is built into the system, allowing the sheriffs and designated officers within the County Sheriffs' Office to immediately establish benchmarks, uncover trends, and identify program strength and weaknesses immediately after the audit is entered into the system. The system provides trend analysis tools, charts and reports to assist the organization as a whole to proactively address issues of non-compliance to better focus on training needs and state-wide policy and procedure reform where applicable.

PROGRAM & PILOT PARTICIPATION IN MISSOURI

The Missouri Sheriffs' Association formally approved a set of minimal jail guidelines in August 2016. The guidelines are much appreciated resource as sheriffs and jail administrators largely had to rely on their own merits and resources to craft lawful policy and procedure to direct operations and staff within the jails before their adoption. Even so, they were created to be minimal standards and therefore do not address all the issues pertaining to jail operations and the management of inmates.

Missouri's involvement with this program began in 2008. The Missouri Sheriffs' Association formed the Jail Standards Committee to discuss and create jail standards for the state of Missouri. Sheriff Kevin Bond of Pettis County was selected to chair the committee. Tate McCotter, representing NIJO, was asked to present at the MSA conference in St. Charles that summer. Various challenges due to the economy and elections limited progress the following year. In 2010, Captain Mike Stone, Jail Administrator in Stone County, attended a NIJO jail training seminar. In December, Sheriff Richard Hill requested a demo of the program for his executive staff which followed by a request to become the pilot county for Missouri. Stone County was implemented during the summer of 2011. However, Captain Stone left employment with Stone County which brought the pilot to a close. Camden County assumed a pilot role for the guidelines in August 2013. They continue to use the guidelines and online system to assist with policy and procedure development, training and documentation.

The cost of creating and researching the case law used with the MO Legal-Based Jail Guidelines was assumed with anticipation that multiple counties will participate in the future. Increased participation leads to stronger jail training statewide, more unification of jail operations and lowered monthly rates based on volume. This is an extensive, costly project.

As an approved Pilot Agency for Missouri, NIJO offers the Agency incentives in exchange for assistance in providing opinion, research and review of Missouri state statues, administrative codes and to coincide with the Missouri Jail Standards now being introduced so they do not conflict with these guidelines. The Pilot Agency should provide input and recommendations to the NIJO Legal-Based Jail Guidelines, including the text of each guideline, rationale and compliance statements and annotation. AARMS, with the assistance of NIJO and other organizations will be responsible for researching federal and 8th Circuit Court rulings and doing the final review of what is submitted by the Agency. Additionally, the Pilot Agency should make itself available to answer questions from other agencies to assist NIJO in furthering participation.

COST OF SERVICES

Pricing is broken up into two payments: initial implementation and a monthly service fee based on the number of audits you currently conduct, the number of facilities, the average daily population ADP of the facilities, and the number of questions per audit. Typically, the initial implementation includes all hardware, set up of IT infrastructure, accounts, data entry of established guidelines and training time. The monthly service fee includes all remote hosting, storage and backup of the database, maintenance of the IT infrastructure, complimentary system updates throughout the term of the contract and customer service support. This pricing is specific to Missouri (See Terms and Conditions #10).

- Single Agency Participation. The participating Agency pays for the implementation and monthly service fees individually, billed directly by AARMS. Milestones allows for additional monthly discounts based on the total number of facilities participating. This encourages more Agencies participation so that all receive lower monthly rates.

Missouri Jail Audit & Risk Management Program

Cost Matrix Breakdown

GENERAL IMPLEMENTATION: \$ \$2,990 (Discounted but waived if participating as Pilot Agency)

AARMS provides all implementation including initial set up of facility for restricted access, all users and guidelines once finalized. This is a one-time fee and is specific to each Agency. Participating Agency will provide AARMS a list of all users to be given access to the system according to the New User Template provided. It is anticipated upon receiving the final set of guidelines, Agency Contact Information Form, Agency Billing Information Form and signed contract, the implementation process will be completed in 6 weeks from start to finish.

PER MONTH: \$ Milestone #1 ADP rate (discounted as Pilot Agency for Accreditation)

Participating Pilot Agency is to pay the monthly cost above (can be invoiced quarterly, semi-annually or annually). The monthly rate is estimated based on the ADP (reevaluated annually) and each facility conducting up to 2 audits annually (for example: one self-audit and one outside inspection/accreditation inspection). The monthly amount can be paid in yearly lump sum or monthly as determined by the Agency.

Volume discounts for all participating Agencies will be provided as specific milestones are reached. Those are indicated in the Monthly column – with Milestone 1 being approximately 20 participating Agencies and Milestone 2 being 40 Agencies.

NOTE: For the duration of the agreement, if enough agencies participate and Milestone #1 is reached, the Pilot Agency will then be eligible for the Milestone #2 rate.

INITIAL TRAINING:

Two days training included, minus travel expenses (1 person). Webcasts available for new user training as needed. Ongoing new user training is provided the first Wednesday of every month (RSVP).

USER SUPPORT:

Mon-Fri, 8am-5pm MST, excluding major US holidays

ADDITIONAL IT/MAINTENANCE COSTS:

None. Organization to provide computers with updated web browsers and grant internet access to the designated domain: www.jailaudit.com/mo

SINGLE FACILITY / COUNTY	IMPLEMENTATION	MONTHLY SERVICES		
		Initial Start	Milestone #1 - MO	Milestone #2 - MO
0 - 30 ADP	\$ 2990	\$ 125	\$ 115	\$ 90
31 – 65 ADP	\$ 3150	\$ 145	\$ 125	\$ 100
66 – 100 ADP	\$ 3295	\$ 160	\$ 135	\$ 110
101 – 200 ADP	\$ 3360	\$ 210	\$ 175	\$ 135
201 – 350 ADP	\$ 3525	\$ 240	\$ 210	\$ 195
351 – 500 ADP	\$ 3750	\$ 325	\$ 295	\$ 270
501 -1000 ADP	\$ 3960	\$ 395	\$ 360	\$ 345
1001 - 2000 ADP	\$ 4400	\$ 480	\$ 455	\$ 420

Make payment to: AARMS
RE: Missouri Legal-Based Jail Guidelines
PO Box 1115, Midway, UT 84049

* The above pricing proposal is valid for 60 days from being issued to the agency.

AARMS reserves the right to increase the agreed monthly service fee no more than 5% after 12 months from execution of the contract to offset any unexpected inflated hard costs of maintaining the system.

Any additional consulting charges excluding Organization Service will be billed monthly at the hourly rate of \$125 per hour. Any failure to make the required monthly payments may result in AARMS terminating service without any additional notice.

Travel expenses outside a 100 mile radius from AARMS company offices when travel is requested by Organization will be submitted by AARMS, including:

- Rail, taxi, bus, air and rental vehicles
- Accommodations
- All meals
- Telephone, fax charges
- Postage and shipping / courier services
- In-house printing and reproduction
- Other project expenses: photocopying, laser printing and so forth

AARMS will follow the Agency's travel expense policies as closely as possible if travel is requested by the Agency.