

SEP 20 2011

SEP 08 2011

Konnech, Inc. Service Agreement

ST. CHARLES CO., MO.

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This Agreement is made and entered on the 2nd day of September 2011, between Konnech, Inc., located in Okemos, Michigan ("Konnech"), and St Charles County Missouri on behalf of the County's Election Authority ("Client"), to use Konnech's web-based Election Data Warehouse Service ("Service"), subject to and in accordance with the following terms and conditions.

Service

Konnech agrees to provide the Service during the term of this Agreement for the Client and its constituent members. The service will meet the Client's requirements in the RFP of Election Authority Web-Based Data Warehouse System (RFP: Bid 10-124). The Client's main place of operations is located at: 201 North Second Street, Saint Charles, Missouri and the Election Authority office is located at St. Charles County Election Authority, 397 Turner Blvd., St. Peters, MO 63376.

The Service coverage is for those people or Members in the following groups:

- Election Administrators and Staff, St Charles County, Missouri
- Poll Workers
- Polling location owners and managers
- Other parties who have a business need for the access

Konnech will provide periodic updates to the Service and reserves the right to make changes in the client's service. Konnech will not change any feature without providing for a similar or enhanced functionality.

1. Term of Agreement

This Agreement shall commence on September 2, 2011 with Konnech providing a fully functional system based on their response to RFP Bid 10-124 by September 1, 2012 so that the Election Authority may rely upon the system software and hosting called for in the RFP in preparation to cease use of the current AS400 system by mid-2013.. This Agreement shall remain in force for an initial term of one year (12 months). During that year, Konnech will host, train, operate and support the system. After the first year, Client may renew the service for the specified rate for the next five years. During that five years, this Agreement will automatically be renewed for consecutive one year terms unless either the Client or Konnech provides written notice to the other party at least sixty (60) days prior to the end of the original or any renewal agreement to terminate the Agreement at the end of the current term, or terminated as otherwise provided in this Agreement.

2. Payment and Scope of Work are quoted in the attached Schedule 1 and 2.

Payments for the Year One Base and Secondary Modules work shall be as follows:

1/3 within 30 days of the signing of this contract.

1/3 upon completion of the build and a test of the database architecture as set out in the scope of work for Year One. 1/3 upon Final Acceptance. Final Acceptance shall be defined as the determination of the Election Authority that, in his sole opinion which

shall not be unreasonable withheld, that the Year One Base and Secondary Modules are operational and functioning.

Payments for the Maintenance beginning with year 2 shall be as follows:

100 % of that year's maintenance shall be paid within sixty days of the start of the fiscal year. The County's fiscal year is January 1 through December 31 of each year.

Payments for Hosting.

Hosting was not a part of the bid by the County on behalf of the Election Authority; however the Election Authority subsequently determined he wanted to purchase hosting. Hosting is a annual purchase by the Election Authority which he will fund in his budget.. 100 % of each fiscal year's hosting shall be paid within sixty days of the start of the fiscal year. The County's fiscal year is January 1 through December 31 of each year. The first of the five years hosting payments will be due in Year 2 in that Year One hosting is included in the software and system architecture payment..

3. Ownership of Equipment and Data

Konnech or its assignee will own the equipment and database architecture of the hardware and software system. Ownership of the underlying data in the system and its integrity remains the responsibility of Client.

4. Obligations of Client

Client, at its own expense, shall supply appropriate and in good working order electrical, telecommunication, and network infrastructure, including Personal Computers to access the service through the Internet, according to Konnech's reasonable requirements.

Except as otherwise required by law, Client shall furnish Konnech the current database or list of poll locations, poll worker, and other needed information in electronic form on either CD-Rom, or via Microsoft SharePoint or FTP upload. Client shall verify the accuracy of the information in the converted database and update necessary lists via web interfaces provided by Konnech.

To the extent permitted by law, Client represents and warrants that it is the owner of the data provided to Konnech, and it agrees and consents to the conversion of the data. Client shall indemnify and hold Konnech harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty. It is mutually agreed that the Client assumes full responsibility for the data as supplied to Konnech and any errors in that data. Konnech assumes full responsibility for any errors it creates in the data and shall be liable for removal of all such errors and an accounting of any such errors and the correction of those.

5. Obligations of Konnech: Limitations

Client understands that service is dependent on the public internet, which is outside Konnech's control. There will be times when Internet access methods, such as cellular, public, or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method

utilized under this Agreement also can experience an inability to communicate alert signals. Client agrees that it is solely responsible for selecting of the type of communication method to be used and determining whether the utilization of multiple communication methods is required. It is understood that the communication method provider is not an agent of Konnech and Konnech will not be liable for the communication method provider's negligent performance or delay in performance.

It is agreed by the Client and Konnech that Konnech's notification service provided in this system is designed to facilitate the Client's election logistic management and communications with its members; that the payments provided are based solely on the value of the services described and are unrelated to the value of anything else. In the event Konnech's service sites, internet, telephone lines, or wires are, by any cause beyond the control of Konnech, destroyed or so substantially damaged that it is commercially impractical to continue service to Client, Konnech will not be required to provide service while any such cause continues. Client shall be entitled to a no-fee contract extension equivalent to the period for which service was unavailable for any reason.

In the event Konnech is unable to provide service by any cause within the control of Konnech for a period greater than four hours in length in a twenty four hour period. The client will be entitled to a credit equal to 1/365 of the service and hosting fees.

6. Confidentiality

Konnech and the Client agree to maintain the confidentiality of the other party's confidential information (as defined below), with no less than a reasonable degree of care. Further, Konnech hereby ensures that the Client's data will be protected within a security process that is audited and certified as compliant with a security standard acceptable under, and in compliance with, the Help America Vote Act.: Further, Konnech guarantees that any servers with Client's data are located inside the Konnech firewall perimeter. All servers should be current patched. Konnech will provide encryption and security of the information within the system. The system shall-utilize SSL or VPN style connections to protect data in transit. Client's data shall not be mixed with other data from other clients of Konnech. Konnech shall report all lapses in security to Client and shall cooperate with Client should any lapse, in Client's determination, require inquiry or investigation.

The term "confidential information" shall include, but not be limited to, the Service and all documents relating to the provision of Service including, but not limited to, the User Guide, Quick Reference Guide, training manuals and the Client's data. Each party agrees to limit access to the confidential information to those of its employees and other parties who have a business need for the access and who have entered into appropriate confidentiality agreements. Client may disclose confidential information in response to an Open Meetings Law request under the Missouri Open Meetings Act set forth at Chapter 610 of the Revised Statutes of Missouri (RSMo.) provided that the Client agrees to give Konnech notice prior to such disclosure. Konnech agrees it will forward any information request concerning Client's data to Client for Client to reply to the requestor.

7. Termination

Immediate Termination:

Konnech may terminate this Agreement immediately upon written notice in the following situations:

- A. Konnech may terminate for failure of Client to make payments as set forth in Section 2, above. However, before Konnech may so terminate it shall provide Client a 30 day warning letter of payment due. Konnech may not use the immediate termination option if there is a dispute as to whether one of the payment milestones set forth in Section 2 has been met.

or

- B. in the event Konnech's Customer Service Center, the telephone lines, wires, or Konnech's equipment within Client's premises are, by any cause beyond the control of Konnech, destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises, the Client shall be reimbursed a prorated portion of any pre-paid amounts for development of the Year One Base and Secondary Modules, Maintenance and/or Hosting.

County may terminate this Agreement immediately upon written notice in the following situation::

- A. in the event Konnech's Customer Service Center, the telephone lines, wires, or Konnech's equipment within Client's premises are, by any cause beyond the control of Konnech or County, destroyed or so substantially damaged that it is commercially impractical for Konnech, and Konnech has so notified Client, to continue service to Client's premises, the Client shall be reimbursed a prorated portion of any pre-paid amounts

In addition to the reasons for immediate termination set out above, Client may terminate the Agreement after the initial year as follows:

Upon 90 days written notice Client may terminate the maintenance or the hosting services to be delivered by Konnech, Konnech shall refund a prorated share of the year's payment for any full month(s) of service not delivered.

Client may terminate upon 60 days written notice should the Year One Base or Secondary Module not meet the performance standard identified in the Scope of Work by December 31, 2012..

Prior to any termination notice, except those set forth in the reasons for immediate termination, the parties agree to meet to discuss the issues in detail. Such meeting may be by telephone. The parties shall keep minutes of the meetings and, if a course of conduct to cure the issues is agreed upon, shall review, approve and sign the minutes.

In the event this Agreement is terminated, Konnech shall disable all Client accounts and remove all Client data from any servers within 45 days. Upon written request within 30 days of termination, Konnech shall return Client data at Client expense. Konnech will have no obligation to retain or maintain Client data after the 30-day period or after its return to Client.

Notice to St. Charles County shall be in writing, sent by United States Mail, postage prepaid to:

Election Authority
397 Turner Boulevard
St. Peters, Missouri 63376

With a copy to:

Director of Finance
201 North Second Street
Fifth Floor
St. Charles, Missouri 63301

Notices to Konnech, Inc. shall be by email to

Eugene Yu
President
Konnech, Inc.
eyu@konnech.com

With a copy by email to:

Laura Potter
Account Manager
Konnech, Inc.
laura@konnech.com

8. Manual

Konnech will provide Client with "pdf" copies of the User Manuals to be used as a reference guide in using the Service. Client shall print and distribute User Manuals to all employees with a business need.

9. Assignment

Konnech may assign its right to payment, along with all terms and conditions related to that right, or any interest in the Agreement. Client may assign this Agreement with Konnech's prior written consent, which shall not be unreasonably withheld provided that the assignee is determined to be creditworthy by Konnech in its sole and reasonable discretion. If Konnech does not consent to Client's assignment, Client may terminate the Agreement; provided that Client must pay Konnech all payments for services rendered up to and including the point of termination.

10. Miscellaneous

Nothing in this Agreement grants or transfers to Client any ownership rights in the Service or materials pertaining to the provision of the Service. Each Party may seek any relief, including equitable relief provided under law. Except for the obligation for payment, neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes, acts of war, governmental regulations, public utilities or telecommunication providers. Konnech

will obtain the prior written consent of the Client if it wishes to use messages for marketing, demonstration, and/or training purposes relating to the Service. In no event shall such messages include personally identifiable information about a voter or citizen. This Agreement will be governed and interpreted in accordance with the laws of the State of Missouri. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under law, such invalidity will not invalidate the whole Agreement.

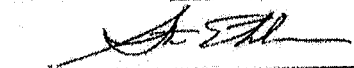
11. Governing Law and Dispute Resolution

This Agreement shall in all respects be governed by and interpreted, construed, and enforced in accordance with the laws of Missouri.

12. System Customization

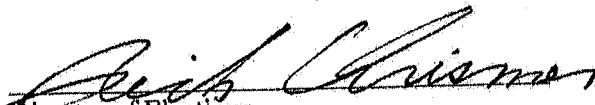
The Client may make a written request for a customization, enhancement or development to the system not covered in the Scope of Work. Konnech shall respond to the request within 30 days. Konnech shall provide a quote of the billable hours at the rate provided in schedule 1 and delivery date for the customization.

Executed this 19 day of September, 2011 by



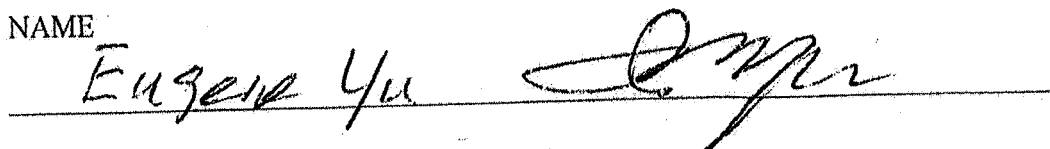
County Executive

Upon the Recommendation of


Director of Elections

APPROVED AND ACCEPTED BY KONNECH, INC.

NAME



TITLE

President

DATE

8-2-11

NOT BINDING ON KONNECH WITHOUT AUTHORIZED MANAGEMENT APPROVAL
SIGNATURE

SCHEDULE 1 - PAYMENT

Description	Item Cost	Annual Total
Year 1 Base Modules --poll worker, location, and help desk system requested in 10-124 Election Authority Web-Based Data Warehouse System --build, test, host, train, operate and support	\$90,000	
Year 1 Secondary Module-- Election Result Reporting System by political subdivisions--precincts and parties and candidates---- test, host, train, operate and support	\$10,000	
Year 1 Total		\$100,000 first year
Each of five Subsequent Years Service Continuation (MAINTENANCE)	\$19,500	\$31,200/yr
Each of five subsequent Years Hosting (This was not a bid service but is being purchased on a yearly authorization by the Election Authority directly)	11,700	
Each of five Subsequent Years Total		
Per Hour Customization Rate	\$120.00	

SCHEDULE 2 – SCOPE OF WORK

Konnech will perform all the necessary steps for the setup and initial configuration of all servers, network hardware, backup system, and physical space in the hosting site for the Data Warehouse System. Konnech will train client's staff as detailed in Konnech's bid response. Konnech will provide help desk service as detailed in the bid response.

The system will work on multiple elections at any given time.

The system will provide the following reports based on the data available within the MCVR:

1.	Registered Voters Status
2.	Precincts, Districts and Splits
3.	Election Workers
4.	Address and Address Ranges with associated Ballot Styles
5.	Registered Voter Information
6.	Election Judges Letters
7.	Election Judges Lookup
8.	Polling Places
9.	Polling Place Request Letter
10.	Election Set-up Report
11.	Ballot assignment listing based on precinct, districts and combinations
12.	Precinct Ledger with Voter ID, Voter ID in Bar Code, Ballot Styles, and other information
13.	Voter with all Political Subdivisions
14.	All voters within political subdivision

Create reports in various page sizes including Letter, Legal, Standard Postcard Sizes , and label Sizes

Export results to Excel, PDF , or CSV format.

Perform mail merge style functions based on criteria.

Generate barcodes based on information

Ability to send mass emailing in a mail merge format

We will provide a suite of tools as described in our bid response that work out of the data warehouse to streamline the election management process. This solution to this RFP will entail the Poll Worker, Location, and Call Center (help desk) sections; these modules are briefly described below.

MODULES

A. POLL WORKER MANAGEMENT MODULE

White Boards—display the progress in staffing each election. Toggle back and forth between multiple elections.

Staffing Balance—display at a glance the party/gender/ethnicity/language balance of assignments

Import poll worker data from MCVR.

Profiles—name, address, home, work, & mobile phone numbers, email addresses, secondary languages, SSN, gender, DOB, Race, Political Party, home precinct, election work experience, complaint history, work evaluation, comments, problem resolution

Lists—display a brief snapshot of workers' training, history, availability, capability, and suitability in list format. Sort lists by: All poll workers; All terminated poll workers; All poll workers who've; received complaints; All poll workers who've been assigned to training; All poll workers who've attended training; All poll workers who've been given an election work assignment; All poll workers whose work performance was rated excellent, good, average, or poor; All poll workers assigned to a particular polling location; All poll workers assigned to a particular category of election job; All poll workers who've been paid;

Training—evaluate training needs, assign to training, issue mass training class invitation via letter/postcard and email (with survey reply), confirm plans with mass e-mail (with survey reply), determine attendance with bar-code scanning, assure payment for training class attendance Work Assignment—assign to specific jobs, select best polling, view most convenient area, assess performance, scan attendance, add comments

Payroll—set up a formula for calculating pay for each poll worker. Create a payroll budget projection. Adjust pay for Election Day activities. Export payroll to finance. Populate data for 1099 forms

Reports—budget reports, payroll reports, training reports, Equal Employment Opportunity reports, precinct staffing reports, etc.

Communications--Mail Merge, Mass email with survey, Mass phone blast with interactive voice response. Create a spread sheet of each recipient's response to each mass email or mass phone communication and analyze the responses numerically, percentagewise, and in pie chart graph. Report message delivery failures with the failure reason (incorrect phone number or email address, duplicate, went to voicemail, no answer, etc.) Offer back up method to re-try the same method for the delivery failures, or to try a different method for the delivery failures. Create a communications log for each poll worker attached to his/her personal profile.

Assignment—map workers' home addresses in relation to polling locations to select appropriate work places; display the workers skill/training level while simultaneously displaying the staffing needs at the locations of the nearest surrounding polling places; warn of mis-assignments.

Reports—payroll budget, staffing lists, individually selectable report factors

B. LOCATION MANAGEMENT MODULE

Import location data from MCVR.

Profiles—

- a. Building Profiles--name, address, owner/property manager with contact info, on-site personnel with contact info, map point, building set-up schematic, building photo, suitability, ADA needs, signage needs, equipment & supplies needs, parking/security/access/electrical outlet/delivery window notes, election history, election potential, status etc.
- b. B. Property manager/owner profiles—contact info for primary, secondary, and emergency contacts, lists of all potential locations under the control of this organization, rental amounts necessary for this organization
- c. Precincts – ID number, co-precinct groupings, polling place with address, number of registered voters broken down by Democrat, Republican, or no party affiliation with turnout number and percentage from most recent election, geo-political assignments, comments, precinct outline,

Lists—sort by: all buildings ever investigated, all unusable buildings, all potentially usable buildings, all actively selected buildings, training buildings, staging buildings, early voting buildings, property managers/owners

Maps— visually display buildings simultaneously on maps. Display their status for each election (unusable, potential, inactive, and active). Differentiate their status by colored balloons. Display basic building information from its profile when the building's balloon is clicked. Allow reassignment of a building from within the maps. Display the building's map point from within its profile. Display precinct outlines, precinct building assignments, nearest potential buildings if a precinct's location must be changed, precinct's number of registered voters, precinct's most recent turnout, all from within the Google maps.

Cost—rental amounts, create projected rental budget for each election

Communications— Mail Merge, Mass email with survey, Mass phone blast with interactive voice response. Create a spread sheet of each recipient's response to each mass email or mass phone communication and analyze the responses numerically, percentagewise, and in pie chart graph. Report message delivery failures with the failure reason (incorrect phone number or email address, duplicate, went to voicemail, no answer, etc.) Offer back up method to re-try the same method for the delivery failures, or to try a different method for the delivery failures. Create a communications log for each location or property manager/owner attached to its personal profile.

Reports—rental budget, equipment needs, export to finance, etc. Individually selectable report factors.

Street Index—upload the county's street index tying addresses to precincts.

C. POLL CALL HELP DESK/MCVR DATABASE MANAGEMENT MODULE

This module incorporates a help desk that manages registered voter queries as well as election trouble-shooting calls.

Set up trouble type response teams.

Display a list of all calls received from a given location at the call intake screen to preclude double-booking a problem and accidentally dispatching more than one trouble shooter.

Call appropriate trouble shooters to inform them in text-to-voice of new trouble calls.

Allow the trouble shooter to answer the call, transfer the call, or close the call from his cell phone.

Call the trouble shooters again to automatically remind them text-to-voice if a call has remained open more than a specified interval of time, giving them the option to close.

Import information from the MCVR.

Display voter ID, address, registration status, precinct, polling place, polling and Google map from voter's home (or current location) to polling place drawing on the map and in turn-by-turn text directions.

Allow access to an unlimited number of help desk operators.

Display when an operator or trouble shooter clocks out of availability.

place address,
in both a line

transfer, or retain the trouble call.

Reports -- All the trouble calls the system receives go into memory, so the administrators can pull up a multitude of reports about the problems that they handled Election Day. Report trouble calls by: Call Answer Summary Report, Ticket open/Status Duration, Tickets by Location, Operator Attendance, Calling Group Summary, Problem Category Summary, Problem Category Detail, and Ticket by Precinct Summary

D. ELECTION NIGHT RESULTS REPORTING SYSTEM

This will take the results as they are reported in by each precinct and report the results by precincts, parties, candidates, contests, and propositions. The data is reported in both percentage and absolute numbers. It updates throughout the evening. The overall makeup of the entire jurisdiction is reported as well as the individual precincts. The full text of propositions is displayed.

Amended
Bill No. 157

Ordinance No. 93-137

AN EMERGENCY ORDINANCE FIXING AND ESTABLISHING THE RATE AND LEVYING OF TAXES FOR THE GENERAL REVENUE FUNDS AND FOR VARIOUS SPECIAL FUNDS OF AND FOR THE COUNTY OF ST. CHARLES, MISSOURI, FOR THE YEAR ONE THOUSAND NINE HUNDRED NINETY-THREE.

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby levied on all real property in the County of St. Charles, State of Missouri, made taxable by law for state purposes, on the assessment and valuation thereof heretofore made and established, taxes for the year One Thousand Nine Hundred Ninety-Three at the rates respectively, to and for the various funds and purposes, as follows, to-wit:

a. For the General Revenue Fund of said County being for ordinary purposes, the rate is fixed at Seven (7) cents on each One Hundred Dollars of said assessment and valuation.

b. For the Road and Bridge Fund of said County, the rate is fixed at Twenty-Seven (27) cents on each One Hundred Dollars of said assessment and valuation.

c. For the Dispatch and Alarm Fund of said County, the rate is fixed at Five (5) cents on each One Hundred Dollars of said assessment on valuation.

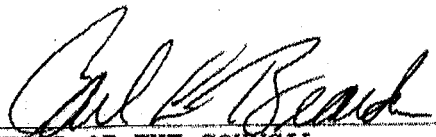
d. For the Road Bond Fund of said County, the rate is fixed at Four (4) cents on each One Hundred Dollars of said assessment and valuation.

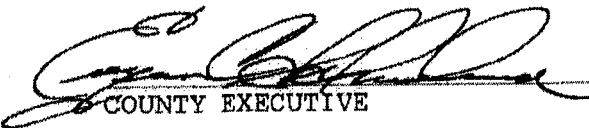
Section 2. The County Council declares an emergency to exist because there is an August 10, 1993, statutory deadline for establishing the tax rate and the levying of taxes.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

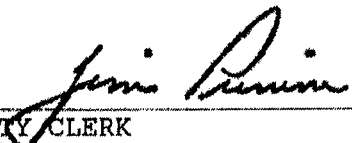
August 9, 1993
DATE PASSED

August 10, 1993
DATE APPROVED BY COUNTY EXECUTIVE

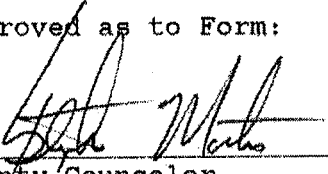

CHAIR OF THE COUNCIL


COUNTY EXECUTIVE

ATTEST:


COUNTY CLERK

Approved as to Form:


County Counselor

8/11/93
Date

TABLE 1 - PAYMENT

Konnect

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SOFTWARE

ANNUAL MAINT. + HOSTING