



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 17, 2021
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING
EXECUTION OF THE EMERGENCY PROCUREMENT OF
NOVASTOR DATACENTER FROM NOVASTOR**

WHEREAS, Franklin County currently utilizes 10TB of NovaStor backup storage software (“NovaStor DataCenter”) for the Franklin County Government Center, Judicial Center, Health Department and Historical Courthouse; and

WHEREAS, NovaStor DataCenter ensures Franklin County’s electronic data storage is properly protected; and

WHEREAS, due to the additions and renovation to existing Franklin County Sheriff Station, Jail and Communication Center it is necessary to increase Franklin County’s front end data limit to 25TB; and

WHEREAS, pursuant to §3-106 of the Franklin County Purchasing Policy Manual, by direction of the County Commission, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances; and

WHEREAS, to ensure Franklin County’s electronic data storage is property protected the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to approve the emergency procurement of the 25TB of Novastore DataCenter from NovaStor for the total annual cost of \$11,812.50 and an additional front end data rate/TB not to exceed \$450.00 as shown in the NovaStor License Agreement attached hereto and incorporated by reference herein.


IT IS THEREFORE ORDERED by the Franklin County Commission that the NovaStore License Agreement with NovaStor is hereby accepted and approved and that Shakara Bray, Purchasing Director, is hereby authorized to execute any and all necessary documents to carry out and comply with the intent of this Order.


IT IS FURTHER ORDERED that a copy of this Order and the executed Agreement be provided to NovaStor; Dave Hagedorn, AQM; Ted Wuertz, AQM; Ray Barry, AQM; Sheriff Steve Pelton; Shakara Bray, Purchasing Director; Lynne Maloney, Accounts Payable; and to Angela Gibson, Auditor.

I hereby certify that there is a balance otherwise unencumbered to the credit of the current year appropriation to which this order is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund which payment is to be made, each sufficient to meet this obligation.

Auditor Angela Gibson 8/18/2021
Act. No. 100-580-626.100



Presiding Commissioner


Commissioner of 1st District


Commissioner of 2nd District



Novastor License Agreement

Licensee Information

Contact Information:

Contact **Shakara Bray**

Address **Franklin County**
City/State/Zip **400 E. Locust Street**
 Ste 004
 Union MO 63084

Phone/Fax **636-584-6288**

Email **sbray@franklinmo.net**

License Information

License Type: Recurring License

Novastor Product Novastor DataCenter

Recurring License Term Annual

Front End Data limit (Selected Data) 25TB

Recurring License Fee \$ 11812.50

This reoccurring license fee is for 15 additional TB's of storage at \$450 per TB, plus the yearly subscription fee on your current 10TB license. This subscription will expire 10-22-2022

Additional Front End Data Rate/TB \$450

Current License - □ 122324022

Terms

1. License Model: This is a recurring license model agreement. NovaStor will invoice based on the License Information provided above. First billing will take place on the Execution date of this Agreement. Licensee will automatically be invoiced by NovaStor within 3 business days of the end of each Recurring License Term.
2. All-inclusive: This is an all-inclusive license model. As long as the account remains active (current), Licensee will have access to all features of the NovaStor Product with NovaCARE (free technical support and upgrade protection) included.
3. Exceeding Data Limits: If Front End Data Limit exceeds the allotted amount, the Recurring License Fee will be adjusted and rounded up automatically to the nearest TB at the Additional Front End Data Rate listed above.
4. Cancellation: To cancel this Agreement, Licensee must provide NovaStor with a minimum 5 business days notice prior to the end of the Recurring License Term. There are no refunds for early cancellations.
5. NovaStor has the right to terminate this License Agreement and the Licensee's use of the NovaStor Product in the event of non-payment of Recurring License Fee after a 15 day grace period.

Billing Information

Signature