



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

<http://www.franklinmo.org/>

~ Agenda ~

Thursday, May 28, 2020

1:00 PM

Commission Conf. Room

I. Call to Order

Attendee Name	Title	Status	Arrived
Dave Hinson	Second District Commissioner		
Tim Brinker	Presiding Commissioner		
Todd Boland	First District Commissioner		

II. Commission Workshop

- a. Discussion with Angie Hittson, Health Department Director
- b. Discussion with Ann Struttmann, Purchasing Director
- c. Discussion with Angela Gibson, Auditor

III. Action Items

- a. **Commission Order 2020-238** In the Matter of Approving Amendment One to the Agreement for IT Services with AQM

IV. Adjournment



COMMISSION ORDER

STATE OF MISSOURI } ss.
County of Franklin }

Thursday, May 28, 2020
Contract/Agreements

IN THE MATTER OF APPROVING AMENDMENT ONE TO THE AGREEMENT FOR IT SERVICES WITH AQM

WHEREAS, on the 1st day of July, 2019, Franklin County approved an agreement with AQM whereby AQM would provide certain IT services to Franklin County; and

WHEREAS, thereafter, in response to a request of the Franklin County Commission, AQM prepared and submitted to the Franklin County Commission a First Amendment pertaining to the development of new software for the Collector's Office; and

WHEREAS, this First Amendment is in line with the C.A.R.E.S. Act and Franklin County's desire to facilitate social distancing and other protective methods in order to combat the COVID-19 global health emergency; and

WHEREAS, the IT Services Agreement shall be amended by adding \$539,500.00 in compensation additional to the compensation in the initial contract.

IT IS THEREFORE ORDERED in accordance with and pursuant to the authority contained in Section 2.13 the July 1, 2019 agreement with AQM is hereby amended by adding thereto the attached First Amendment.

IT IS FURTHER ORDERED Franklin County is the owner of the intellectual property developed by AQM.

IT IS FURTHER ORDERED AQM has no rights in the software developed under this First Amendment.

IT IS FURTHER ORDERED that the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order and a copy of the First Amendment to the Agreement with AQM be provided to AQM, Inc.; Angela Gibson, Auditor; Ann Struttmann, Purchasing Director and to each elected official and department head.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

FIRST AMENDMENT TO IT SERVICES AGREEMENT

This First Amendment to Information Technology Support and Maintenance Agreement (“First Amendment”) is made and entered into this 1st day of June, 2020 (the “Effective Date”) by and between the County of Franklin, Missouri (the “Customer”) and AQM, Inc. (the “Contractor”).

Whereas, the Customer and the Contractor entered into an Information Technology Support and Maintenance Agreement dated July 1, 2019 (the “Agreement”); and

Whereas, Section 16.4 of the Agreement provides that it may only be modified or amended by a writing signed by both parties; and

Whereas, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act made funding available to the County for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”); and

Whereas, the County has determined that it is necessary to protect and promote the public health and general welfare by providing alternatives to the public physically entering County government buildings thereby limiting possible exposure to individuals are infected with COVID-19 ; and

Whereas, the parties desire to amend the Agreement as set forth herein.

Now, Therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

- A. Section 1 of the Agreement is hereby amended by adding thereto the following:
 - (d) Background IP means all Intellectual Property conceived, discovered, developed, acquired, made, reduced to practice, owned or controlled by or for Contractor before the Effective Date of the First Amendment.
- B. Section 2.14 of the Agreement is hereby amended to read as follows:

The Contractor will provide the Customer with a copy of the Source Code for the County Collector’s software package as well as the module to be designed, developed and implemented pursuant to Section 2.15 hereof not less than weekly so that the Customer will have the most recent version of the Source Code. The Source Code shall be provided such that the Customer shall be able to access it at any time. The Contractor hereby irrevocably grants, assigns, transfers and sets over unto the Customer one unlimited license in and to the County Collector’s software

and the module to be designed, development and implemented pursuant to Section 2.15 hereof.

- C. Section 2 of the Agreement is hereby amended by adding thereto the following:

2.15 The Contractor will design, develop and implement a new module to the Franklin County Collector's revenue management system as well as a mobile phone application for iOS and Android mobile smart phone operating systems. The system will include an internet, browser based application for the Collector's Office that can be operated from workstations to send tax bills and payment requests to tax payers' mobile phones. The mobile application will install on tax payer's mobile phone and will allow the tax payer to use credit cards and ACH to pay tax bills. In addition, the Contractor will enable other County departments to use an un-integrated version of the payments app so as to collect payments remotely. The Contractor will provide the County with a design document on or before July 30, 2020 that will contain the technical requirements.

- D. Section 3 of the Agreement is hereby amended by adding thereto the following:

Section 3.5 In full consideration for the services to be provided under Section 2.15 herein, the County shall pay the Contractor the additional sum of \$539,500 payable in four equal installments on June 1, 2020, August 1, 2020, October 1, 2020, and December 1, 2020.

- E. Section 7.1 of the Agreement is hereby amended to read as follows:

With the exception of the County Collector Revenue Management System software with which the Contractor shall retain ownership subject to the Customer's unlimited license as set forth in Section 2.14 above and except for the open source software and Contractor's background IP, Contractor agrees that all work product, tangible or intangible, including any image, computer program, algorithm, report, document, data, copyrightable work, invention, improvement, discovery, design or other intellectual property right conceived, created or developed by Contractor, solely or with others, related to the performance of Services under this Agreement, and all copies of any of the foregoing ("Deliverables"), including but not limited to, the module to the Franklin County Collector's revenue management system as well as a mobile phone application for iOS and Android mobile smart phone operating

systems, an internet, browser based application for the Collector's Office that can be operated from workstations to send tax bills and payment requests to tax payers' mobile phones, are the sole, exclusive and absolute property of Customer and shall be disclosed thereto, it being intended that such Deliverables shall be deemed "works made for hire". Contractor agrees to assign all rights therein to Customer, without need for additional writing or compensation with respect to the same. For purposes of clarity, Contractor shall have the right to use the open source code, and the Background IP that it developed, for any purpose now or in the future, and this provision does not limit Contractor's right to do so. These obligations shall survive expiration or termination of this Agreement.

- F. Except as specifically amended herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CUSTOMER:

FRANKLIN COUNTY, MISSOURI

By: _____

Name: Tim Brinker

Title: Presiding Commissioner

CONTRACTOR:

AQM COMPUTER HELP (AQM, INC.)

By: _____

Name: Dave Hagedorn

Title: Vice President