



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, June 06, 2017
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT FOR
IT SERVICES WITH AQM**

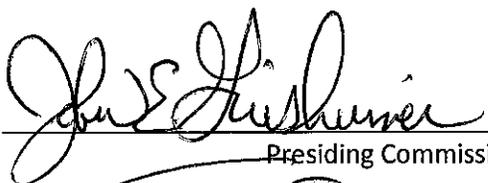
WHEREAS, Franklin County prior hereto decided that it was in the best interest of Franklin County to contract with a private firm for IT services and in accordance with such determination, the Franklin County Commission issued its order to advertise for bids for all IT services; and

WHEREAS, as part of the bid evaluation process, it was necessary to insure that the successful bidder would be able to provide all necessary services to the employees and citizens of Franklin County in a manner that was equal to or better than such services were previously provided by the IT Department while at the same time providing state of the art maintenance and consulting services at less cost to Franklin County; and

WHEREAS, after due consideration it was determined by the County Commission that AQM, INC. was the lowest and most responsive bid with a base charge for services of \$32,975.00 per month as per the Agreement attached hereto.

IT IS THEREFORE ORDERED that the bid for IT Services is awarded to AQM, Inc., that the Agreement with AQM is hereby approved, that all prior agreements with AQM are terminated and that John Griesheimer, Presiding Commissioner is authorized to execute the attached Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and a copy of the Agreement be provided to AQM, Inc.; and Kathy Hardeman, Purchasing Agent.



Presiding Commissioner



Commissioner of 1st District



Commissioner of 2nd District

Agreement for IT Services

THIS AGREEMENT made and entered into as of the Effective Date (hereinafter defined) by and between AQM Computer Help (AQM, Inc.), a Missouri corporation having principal offices at 300 West Main Street, Union, Missouri (hereinafter referred to as "AQM"), and Franklin County having principal offices at 400 East Locust Street, Union, Missouri (hereinafter referred to as "Customer").

Preamble

WHEREAS, Customer is the owner of certain Computer Hardware (hereinafter defined) for which AQM will perform certain Maintenance and Management Services for Customer; and

WHEREAS, Customer is the owner of substantial computer hardware (hereinafter defined); and

WHEREAS, it is the desire of Customer to outsource the IT functions in order to insure that Franklin County is utilizing cost effective and efficient state of the art software and hardware while at the same time insuring that either through AQM or internal County resources that all services provided to public and to County departments and employees prior to outsourcing continue to be provided in a manner of the same or better quality than such services were prior to outsourcing; and

WHEREAS, Customer desires AQM to provide Management Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows.

1. Definitions

For purposes of this Agreement, the following definitions shall apply:

(a) "Basic IT Services" means scheduled maintenance, management and consulting services performed for computer systems during normal business hours; 8:00AM to 4:30PM, Monday through Friday (excluding Customer Observed holidays) on any computer system on the premises of Franklin County.

(b) "Computer Hardware," or "Hardware," shall mean only the computer hardware identified on Schedule A, attached hereto and made a part hereof.

(c) "Effective Date" shall mean the 1st day of July, 2017

(d) "Extended IT Services" means on-call maintenance, on-call repair service, or on call management performed on computer systems, with a guaranteed response time from receipt of call to AQM, provided during off-business-hours; as follows: four (4) hours for servers failure; twenty four (24) hours for workstation failure.

2. Term of agreement

This Agreement shall be for a period of Twelve (12) months commencing on the Effective Date, unless sooner terminated or cancelled by either party as provided herein. This Agreement shall renew automatically and continuously for periods of one (1) year each unless AQM or the Customer gives written notice of termination ninety (90) days prior to the expiration date of this Agreement of the then existing

term to the other party.

3. Performance of IT services

(a) AQM's performance of IT Services may take the form of repair or replacement of modules or subassemblies of the Hardware, as determined by the Customer based on recommendation of AQM.

(b) The IT Services shall be such as to keep the Hardware in good operating condition as determined by the specifications for such Hardware.

(c) Customer shall provide AQM with access to the Hardware, during the term hereof, for the purpose of performing Maintenance Services.

(d) AQM shall service, repair and replace, as directed by the Customer, any computer system to maintain it in good working order, or to ensure the efficient operation of customer's business, including customer software updates.

(e) AQM shall provide IT consultation services as part of the Basic IT Services

4. AQM supplied hardware

(a) Hardware supplied by AQM shall be priced according to the most recent bid submitted by AQM.

5. Exclusions

(a) The services provided in accordance with this Agreement shall not include:

(1) work on any system not covered by this Agreement;

(2) service, repair or replacement of parts caused by Customer's neglect accident, misuse or movement of the system including power failures, environmental conditions or other causes not attributable to the system itself;

(3) replacement of consumable items, such as ribbons, paper, etc.

6. Limitation of liability

(a) IN NO EVENT SHALL AQM BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFIT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER OR ANY BREACH THEREOF EVEN IF AQM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. AQM'S LIABILITY TO CUSTOMER HERE UNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO AQM HEREUNDER.

(b) IN NO EVENT SHALL AQM BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF AQM IN THE PERFORMANCE OF SERVICES HEREUNDER.

7. Termination/cancellation

(a) This Agreement may be terminated/cancelled by AQM if:

- (1) Customer fails to pay AQM any fees for services within a reasonable time; or
- (2) Customer is in default of any other provision of this Agreement and such default has not been cured within 20 days after AQM gives written notice thereof; or
- (3) Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

(b) In the event of any termination/cancellation of this Agreement, AQM shall have the right to:

- (1) Declare all amounts owed to AQM to be immediately due and payable;
- (2) Cease performance of all IT Services hereunder without liability to Customer

(c) The foregoing rights and remedies of AQM shall be cumulative and in addition to all other right and remedies available to AQM in law or in equity.

(d) This Agreement may be cancelled by either party after giving a ninety (90) day notice in writing to the other party.

(e) In the event Customer cancels this Agreement, the Customer shall pay AQM for the remaining number of unpaid months until the end of the 90 day cancellation period. AQM shall prorate any partial month of cancellation 90 day period.

8. Warranty

(a) AQM WARRANTS THAT, DURING THE TERM HEREOF, THE HARDWARE WILL MEET THE SPECIFICATIONS THEREFOR.

(b) EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS PARAGRAPH 8 AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE.

9. Excusable delay

AQM shall not be liable for any failure to perform or delay in the performance of IT Services hereunder if such delays or failures are due to strikes, inclement weather, act of God or other causes beyond AQM's reasonable control.

10. Title to Equipment

Title to all Equipment purchased or owned by Customer hereunder shall at all times remain in Customer and AQM shall have no right, title or interest in the Equipment except as expressly set forth herein

11. Insurance

Customer shall at its own expense keep the equipment insured against such risks, in such amounts, including the amount of the replacement value of the equipment, in and with such companies as Customer shall determine.

AQM shall at its own expense keep Workman Compensation Insurance for all AQM Employees whom are involved in providing Maintenance Services to the Customer.

12. General

This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of both parties.

13. Other

AQM shall compensate, by terms of AQM's employment, all AQM employees who provide IT Services to Customer, which shall include standard benefits as per AQM's policies and procedures to include, but not be limited to Payroll, Health Insurance, Retirement and Other Benefits.

AQM shall provide the tools needed to AQM employees to perform IT Services for Customer.

The Customer shall not solicit, engage, employ, or otherwise offer employment to any current AQM employee or any past AQM employee that has worked for AQM within a period of one hundred eighty days of the solicitation, unless strict written permission is provided by AQM. AQM shall not solicit, engage, employ, or otherwise offer employment to any current Customer employee or any past Customer employee that has not worked for Customer for a period of one hundred eighty days or longer during this contract, unless strict written permission is provided by Customer.

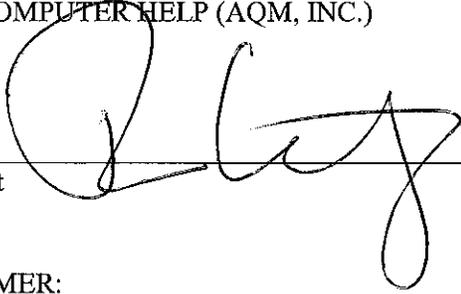
This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and the heirs, personal representative, successors and assigns of all of them, but shall not confer, expressly or by implication, any rights or remedies upon any other party.

IN WITNESS WHEREOF, the parties have signed this Agreement on the First day of July, Two Thousand and Seventeen.

AQM COMPUTER HELP (AQM, INC.)

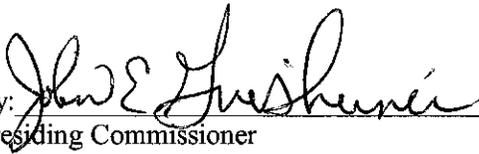
By: _____
President



CUSTOMER:

Franklin County

By: _____
Presiding Commissioner



Schedule "A"

Franklin County

1. Charges

Basic Monthly Charges: Thirty Two Thousand Nine Hundred Seventy Five and No Cents (\$32,975.00) per month, payable in advance, are being payable within ten (10) days after the first day of billing period. The renewal rate shall be Thirty Two Thousand Nine Hundred Seventy Five and No Cents (\$32,975.00) per month, payable in advance, payments being payable within ten (10) days after the first day of billing period. The rate will remain the same unless otherwise agreed to by the parties no later than August 31st of the year in which the proposed increase is to be take effect.

2. Performance of IT services

(a) AQM shall work on site five full working days each week during normal business hours during the term of this Agreement, 8:00AM to 4:30PM, Monday through Friday; excluding Customer observed holidays as part of Basic IT Services.

(b) AQM shall allow the Customer to purchase extra hours of Basic IT Services at reduced rates. The reduced rate shall be Sixty Eight (\$68.00) per hour for non-emergency hours scheduled at least two weeks in advance of the performance of said services.

(c) AQM shall allow the Customer to purchase Extended IT Services, not scheduled at least two weeks in advance of the performance of said services. The rate shall be Two Hundred and Twenty Five Dollars (\$225.00) per hour for emergency hours outside Regular Business hours as defined in item (a) above.

EQUIPMENT FURNISHED BY AQM:

NA

EQUIPMENT FURNISHED BY CUSTOMER:

All Servers, Workstations, Other Equipment and Software located at:

- | | | |
|--------------------------|---------------------|---------------------|
| 1) Government Center - | 400 E Locust Street | Union, MO 63084 |
| 2) Judicial Center - | 401 E Main Street | Union, MO 63084 |
| 3) Historic Courthouse - | 15 S Church Street | Union, MO 63084 |
| 4) South Annex - | 120 S Church Street | Union, MO 63084 |
| 5) Health Department - | 414 E Main Street | Union, MO 63084 |
| 6) Sheriff – Detention - | 1 Bruns Drive | Union, MO 63084 |
| 7) East Barn - | 1360 Riverview Dr | Union, MO 63084 |
| 8) West Barn | 4987 HWY ZZ | Gerald MO 63037 |
| 9) Narcotics Unit | 3033 HWY A | Washington MO 63090 |