



**Christian County Commission**

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 5252)**

Meeting: 03/25/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5252

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## Meeting Attachments

**ATTACHMENTS:**

- 032521 APPOINTMENT LETTER - EVANS MIKE - SOUTH SPARTA SPECIAL ROAD DISTRICT (PDF)
- 032521 AWARD LETTER - COUNTY WIDE OFFICE SUPPLIES - ADMIRAL EXPRESS OFFICE DEPOT QUILL (PDF)
- 032521 AGREEMENT - GIS BASED SOFTWARE - PUBWORKS - HWY DEPT (PDF)



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

25 March 2021

Mike Evans  
437 Cedar Street  
Sparta, MO 65753

Dear Mike,

The Christian County Commission wishes to confirm your appointment to the South Sparta Special Road District. You will be filling Mr. Russell Jones' unexpired term which expires in April of 2022.

We thank you for your willingness to serve on this road district and we greatly appreciate you making Christian County a better place!

Sincerely,

  
Hosea Bilyeu  
Western Commissioner

  
Ralph Phillips  
Presiding Commissioner

  
Lynn Morris  
Eastern Commissioner



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Ralph Phillips  
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Hosea Bilyeu  
Western Commissioner

25 March 2021

Admiral Express, LLC  
1823 N Yellowood Ave  
Broken Arrow, OK 74012

Quill, LLC  
100 Shelter Rd.  
Lincolnshire, IL 60069

Office Depot, Inc  
6600 N Military Trail  
Boca Raton, FL 33496

The Christian County Commission voted in session today to award the bid for County Wide Office Supplies 2021 to all vendors. We thank you for participating in the bidding process and we look forward to working with you.

Sincerely,



Hosea Bilyeu  
Western Commissioner



Ralph Phillips  
Presiding Commissioner



Lynn Morris  
Eastern Commissioner

**PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES**

Agreement made this 25<sup>th</sup> day of March, 2021 between Tracker Software Corporation, Inc., doing business as *PubWorks*, a Colorado Corporation, with a place of business at PO Box 6502, Snowmass Village, CO 81615 ("TSC") and Christian County ("Customer"), a political subdivision of the State of Missouri.

In consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

**1. Nature of Agreement**

The purpose of this Agreement is to specify the terms and conditions under which TSC shall provide a perpetual license for use of its computer software program (*PubWorks*) including installation, data conversion, training, and other services for Customer for the duration of this Agreement.

**2. Scope of Services**

TSC shall provide its *PubWorks* application software and services for Customer, as outlined in its response to the County's RFP for GIS-Based Work Management Software and incorporated herein by reference.

**2.1 Software & Related Services**

This agreement includes the following software modules and services listed in the table below. *PubWorks* is sold as a perpetual site license exclusively for the Customer, its divisions, and employees, placing no limit on the number of Customers or PCs on which the software is installed.

Charge Description	Quantity	Rate	Total <sup>1</sup>
Asset Management Core Module (Required)	1	\$ 9,500	\$ 9,500
Service Requests Module	1	\$ 2,175	\$ 2,175
Work Orders Module	1	\$ 2,175	\$ 2,175
Fleet Maintenance Module	1	\$ 4,350	\$ 4,350
<i>PubWorks</i> Mobile Application	1	\$ 4,350	\$ 4,350
GIS MapViewer <sup>1</sup>	1	\$ 4,350	\$ 4,350
(1) ESRI Concurrent User ArcGIS License <sup>1</sup>	1	\$ 1,250	Included
<b>Software Total</b>			<b>\$ 26,900</b>
Basic Installation and Data Conversion Estimate	<8 Hours	\$ 125/Hour	Included
GIS Data Conversion	<5 Layers	\$ 125/Layer	Included
Onsite User Training	3 Days	\$ 975/Day	Included
<b>Implementation Services Estimate</b>			<b>Included</b>
<b>Total Program Estimate</b>			<b>\$ 26,900</b>

<sup>1</sup>For *PubWorks* Cloud Installations, GIS MapViewer module requires at least one concurrent user ESRI ArcGIS license. This will allow for one user at a time to access the MapViewer module. The cost of this license is \$1,250 per license. As part of the above package, (1) Concurrent user ESRI ArcGIS license IS Included. There is no ESRI requirement for mapping capabilities with *PubWorks* Mobile devices.

## PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES

### 2.2 Services

This agreement includes the following: (8) Hours of basic installation, configuration, and data conversion of listing data in Excel format; Conversion of up to (5) GIS data layers and (3) Days of Onsite Training.

Additional data conversion hours exceeding the estimated amount shall be billed at a rate of \$125 per Hour. Additional GIS layers may be invoiced at a rate of \$125 per Layer.

Instructor Travel Costs will be billed additional, and "as actual." Training costs shall include car rental and/or personal vehicle mileage, meals and possibly lodging. Billable travel costs will not exceed \$750.

### 2.3 Software Support

Software support is the correction of any "bug", or program error, which interferes with the correct running of the program. Software support assistance is available by phone, email, or Internet to help your program operator(s) handle those problems/issues for which they need assistance. Software support does not include new programming, restoration of data, additional onsite work, or hardware problems for which there would be a negotiated charge. Software support is available by phone, or via email during regular business hours – Monday through Friday, (8:00 am-6:00 pm Central Time.) Customer Support is provided by trained and experienced customer support representatives and/or system engineers.

### 2.4 Annual Software Maintenance and Support (ASM)

Ongoing customer support is provided free of charge for the first six months, and thereafter at a charge equal to 20% of the list cost of software purchased. An active Support and Maintenance agreement entitles you to unlimited customer support, any program updates, new versions, and all enhancements at no additional charge. This annual fee may increase over time to reflect the increased cost of doing business as determined by the US Consumer Price Index. If new modules are purchased during this agreement, the annual payment amount will increase by 20% of the cost of the new module. Based on the quote above, first-year ASM for Customer shall be equates to \$5,380, with an additional annual *PubWorks* Cloud Fee of \$750 annually.

### 2.5 *PubWorks* Cloud Option

Customer requests data to reside and be accessed in *PubWorks* Cloud. *PubWorks* utilizes the Azure cloud from Microsoft, with its inherent security and reliability. Within "*PubWorks* Cloud" (Microsoft Azure) the following two levels of security and access are provided:

1. Cloud access where *PubWorks* will issue user-names and passwords for each of Customer's users.
2. Application user-name and password initially established by *PubWorks*, which, once setup, can be managed by administrative users of the Customer's *PubWorks* system.

In the *PubWorks* Cloud, a Customer database shall exist in four places:

1. Production database resident in the Azure instance of Microsoft SQL Server.
2. Back automatically created automatically daily in the early morning hours.
3. Manual back up created by *PubWorks* support team from automatic backups which are copied a secure Drobox site.
4. Back-ups are copied to a USB drive that is stored off site in a fire-proof safe.

## **PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES**

TSC offers no warranty against data loss. However, no customer database has been lost since first customer install in 1997, due to solid back-up and security practices employed by TSC and our customers. TSC will maintain these same procedures with Customer.

### **4. Initial Term and Renewal**

This Agreement shall take effect upon its execution by both Parties and shall remain in force with automatic annual renewals on the anniversary date of this agreement contingent on the Customer's payment of the Annual Support and Maintenance fee. Non-payment of the Annual Support and Maintenance fees will give TSC the right to terminate its support services. The Customer shall have the right, by providing written notice, to TSC to terminate and cancel this agreement, without cause, upon 30 days written notice. In such event, the Customer shall not be liable to TSC except for work performed or fees earned prior to such notice.

### **5. Payment Terms**

- (A) Upon approval to proceed, Customer will be invoiced 50% of the Total Project Estimate.
- (B) Remaining 50% plus any additional agreed upon expenses, including Instructor Travel Costs (if applicable) shall be invoiced following the completion of training.
- (C) Terms shall be Net 15.

### **6. Miscellaneous**

(A) Unless otherwise agreed, the *PubWorks* software provided in this Agreement shall be licensed to the Customer for use at any computer processing unit(s) or within a network system at the Customer offices. Customer shall not reproduce, modify, sell, or transfer any such licensed software without the prior written permission of TSC. TSC warrants that it is the owner or is otherwise duly authorized to license software identified in this Agreement. TSC warrants for the term of this Agreement that any software installed or developed by it pursuant to this Agreement shall be free of any known defects and any such defects identified shall be promptly and corrected.

(B) Additional services may be provided by TSC, provided that the Customer agrees in advance, in writing, to the terms and conditions upon which the services will be provided.

(C) Program modifications, other than changes necessary to make the programs, software and installation operate in accordance with the expectations of the Customer and the representations of TSC, may be provided by TSC and the charges will be at the standard hourly rate. Customer shall not be liable for payment for any such additional services unless the Customer has consented thereto in writing prior to the provision of such service.

(D) TSC shall not assign, transfer, sell, release or otherwise disclose to any third party, or make use of the Customer's data, records or other proprietary information that has been disclosed or made available to TSC in the course of performing its obligations under this agreement during the term of this agreement or at any time thereafter without the prior written consent of the Customer thereto.

### **7. Governing Law**

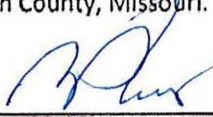
This Agreement shall be interpreted under Missouri law. The parties agree that any dispute governing the terms hereof may be resolved through mediation or arbitration in accordance with Missouri law, if acceptable to both parties. If any litigation is instituted to resolve any such

PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES

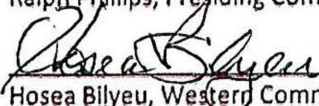
dispute, it shall be brought only in court with appropriate jurisdiction located in Customer, MO. In any such action, the prevailing party shall be entitled to costs if the mediator, arbitrator or judge determines that there was not a good faith or reasonable basis for the other party's position.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 25<sup>th</sup> day of MARCH, 2021 at Christian County, Missouri.

DATED: 3/25/2021

  
Ralph Phillips, Presiding Commissioner

DATED: 3-25-2021

  
Hosea Bilyeu, Western Commissioner

DATED: 3/25/21


  
Lynn Morris, Eastern Commissioner

Attested By:

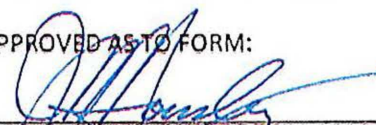
  
Kay Brown, Christian County Clerk

Auditor Certification:

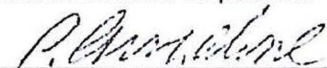
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

  
Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

  
John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752

Tracker Software Corporation

  
Peter D. Anzalone, President

Dated: 3/22/2021