# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Acknowledgment of County Manager Signature; Agreement to Purchase; Blackbaud; Financial Software; $37,994.50

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Blackbaud and Gunnison County

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**
Authorize purchase of updated software package from current software provider

**Fiscal Impact:** $37,994.50

**Submitted by:** Linda Nienhueser **Submitter's Email Address:** lnienhueser@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Total amount is available in 2013

Reviewed by: GUNCOUNTY1\LNIENHUESER Discharge Date: 10/21/2013

**County Attorney Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 10/22/2013 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 10/29/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 11/5/2013 Follow Up Agenda Date:

*Revised April 2013*

**Blackbaud**

2000 Daniel Island Drive
Charleston, SC 29492-7541
Phone: 800-443-9441 Fax: 843-216-6111

October 3, 2013

AGREEMENT TO PURCHASE

Gunnison County
200 E Virginia Avenue
Gunnison, CO 81230
Ms. Linda Nienhueser
(970) 641-7622

Gunnison County hereby agrees to purchase from Blackbaud, Inc. the following:

| BUNDLES: | List Price | Discount | Net Price |
|---|---|---|---|
| FundWare to Financial Edge Conversion Bundle | $3,700.00 | $555.00 | $3,145.00 |
| **Bundles - Subtotal** | | | **$3,145.00** |
| SOFTWARE: | | | |
| General Ledger 7 5-7 Users | $5,300.00 | $5,300.00 | $0.00 |
| Payroll 7 5-7 Users, with | $18,075.00 | $5,000.00 | $13,075.00 |
| Accounts Payable 7 | | | |
| Accounts Receivable 7 | | | |
| Financial Edge: Cash Management | | | |
| FundWare to FE Software Upgrade | | | |
| General Ledger: Budget Management | | | |
| General Ledger: Projects/Grants/Endowment | | | |
| PY: Electronic Funds Transfer | | | |
| **Software - Subtotal** | | | **$3,527.50** |
| SERVICES: | | | |
| Financial Edge - Consulting Services | $25,850.00 | $2,537.00 | $23,313.00 |
| **Services - Subtotal** | | | **$23,313.00** |
| SUBSCRIPTIONS: | | | |
| Learn: The Financial Edge More - Contract Term (mo) 36 | $2,899.00 | $500.00 | $2,399.00 |
| **Subscriptions - Subtotal** | | | **$2,399.00** |
| MAINTENANCE: | | | |
| Advantage Professional | | | $5,610.00 |
| **Maintenance - Subtotal** | | | **$5,610.00** |
| **SUBTOTAL:** | | | **$61,434.00** |
| **LESS DISCOUNTS:** | | | **-$23,439.50** |
| **TOTAL COST:** | | | **$37,994.50** |

## Software
Software shall be provided in accordance with the Master Services and Software Agreement.

## Services
The services to be provided are described in the accompanying Statement of Work.

## Training
Your Blackbaud Learn® subscription includes access to specific instructor-led online and self-paced training for everyone at your organization. Classes have minimum attendance requirements and may be rescheduled if those requirements are not met. Please check course schedules frequently. Blackbaud may cancel scheduled classes up to ten (10) days prior to the scheduled start of the class for instructor-led classroom training classes and up to three (3) days prior to the scheduled start of the class for instructor-led online training classes. In most instances, a minimum of five (5) attendees per class are required for a class to be held.

All available seats are distributed on a first come first served basis. Cancellations, last-minute schedule changes, and no-shows are subject to a fee. Please see our cancellation policy at https://www.blackbaud.com/nonprofit-training/help/cancellation-policy

This is a renewable subscription which is billed annually in advance. The term of your subscription commences on the day you execute this ATP and continues for the duration set forth in the applicable line item above.

## Maintenance
If you currently receive maintenance from Blackbaud, the above charges will be added to the existing charges and may be prorated to coincide with your current maintenance renewal date(s) based on product family. Initial annual maintenance is calculated using current list price. Maintenance commences on the day you execute this ATP and continues for one (1) year. An overview of the scope of maintenance and support can be found on our website at http://maintenance.blackbaud.com.

FundWare clients with an active FundWare maintenance agreement will also receive Blackbaud Advantage Professional Maintenance support for the equivalent Financial Edge modules for the duration of their current maintenance period for no additional charge. Upon expiration of your existing FundWare maintenance agreement, Blackbaud's Advantage Professional Maintenance rates will be applied.

If additional Financial Edge modules or other Blackbaud software is purchased that is not covered under the FundWare to Financial Edge migration offer, Blackbaud's Advantage Professional Maintenance rates will apply at time of purchase.

For purposes of clarification, the FundWare maintenance rates for < > maintenance will continue through the next maintenance renewal date. When < > maintenance is due for renewal on < > the new Financial Edge maintenance rate of < > will commence.

## General
Blackbaud is required to have a copy of the "State issued sales and use tax exemption certificate" for your organization on file in order to avoid charging sales tax on all or a portion of this purchase, depending on state law. If your organization's exemption certificate is not returned with your contract by the time the invoice is generated, sales tax may be included on your invoice and will be payable in full by your organization.

The individual signing below represents that he/she has the necessary authority to execute the Agreement on behalf of Gunnison County, and that his/her signature is sufficient to make this Agreement the binding and enforceable obligation of such party.

Processing of online financial transactions through the Blackbaud offerings purchased on this ATP is subject to and governed by the Blackbaud Payment Services Addendum set forth at:
http://www.blackbaud.com/files/bbms/bbpstc.pdf and by signing this Agreement to Purchase you agree to be bound by the BBPS Addendum.

Prices are valid until October 11, 2013. This ATP and the purchases set forth herein are subject to and governed by the Master Services and Software Agreement available at http://www.blackbaud.com/files/MasterServicesAndSoftwareAgreement.pdf and by signing this Agreement to Purchase you agree to be bound by the MSSA.

| | |
|---|---|
| Authorized Signature | BLACKBAUD, INC. - AUTHORIZED SIGNATURE |
| Matthew Birnie | Jon W. Olson |
| Print Name | PRINT NAME |
| County Manager<br>Gunnison County | Vice President & General Counsel |
| Title | TITLE |
| October 4, 2013 | 10/07/2013 |
| Date | DATE |

ATPID: 555956