AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 11 - Professional Services Agreement; qPublic; Gunnison County Assessor's Office; 1/1/15 thru 12/31/17; $24,000

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County & QPublic

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

Summary:
QPublic agreement to provide web-based Assessor's property record search - see contract for details

Fiscal Impact: $8,000

Submitted by: Vicki Hildreth **Submitter's Email Address:** vhildreth@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Included in the 2015 adopted budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/4/2015

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/6/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2015

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

Agenda Date: 2/17/2015 Follow Up Agenda Date:

Revised April 2013

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between The Schneider Corporation also doing business as **qPublic**, an Indiana Corporation, whose place of business is 120 ½ New York Avenue, Deland, Florida 32720 ("PROFESSIONAL") and **Gunnison County, CO – Assessor's Office**, whose place of business is: **221 N. Wisconsin Street, Suite A, Gunnison, CO 81230** ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **qPublic Portal Development.**

PROFESSIONAL shall provide to CLIENT, a publicly (or restricted access) accessible web-based property information portal featuring land assessment, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

a. Property ownership, location, valuation, and recording from CLIENT'S CAMA system.
b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT'S CAMA real estate system.
c. Property sales history from CLIENT'S CAMA real estate system.
d. Property Sketches and Photos (if available).
e. ESRI compatible vector and raster spatial data from CLIENT'S existing GIS data sources to include qPublic standard layers (Parcels, Roads, Aerials and various qPublic generated layers; Parcel Numbers, Address Numbers, Sales, Lakes & Rivers, Railroads), and up to two additional layers provided by CLIENT at the mutual agreement of CLIENT and PROFESSIONAL.
   a. Additional Layers
      1) Named Streams
      2) FEMA Flood Plains
      3) Taxing Districts
      4) Economic Areas
      5) Sections
      6) Townships
      7) Aerials 2011: (3 Ft.)
      8) Aerials 2012 (1 Ft.)

f. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, panning, feature selection, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
g. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
h. Static Front end pages may include a Homepage, Contact Us page, Tax Estimator page, Links page and up to 10 additional static pages. Client will work with qPublic to customize these pages to fit their needs (colors, text placement, photo placement, font, page size). CLIENT will provide relevant verbiage and pictures for the front end pages. PROFESSIONAL will design a custom header image to be used on all front end and search pages (except for the GIS mapping page) with guidance and supporting material (color scheme, images, county seal etc, wording) from CLIENT.
i. Additional features available to all web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
j. Additional options chosen by the CLIENT *(See below)*

SUMMARY OF SERVICES

Website (20K+ Parcel Count)	$5,000.00
On-Line Mapping Module	$1,500.00
On-Line Aerial Photography	$1,500.00
Additional Layers X 8	$2,000.00
Custom Module	$500.00
SUBTOTAL	$10,500.00
Client Discount	($2,500.00)
TOTAL	**$8,000.00**

PROFESSIONAL will provide an automated routine to transfer data from CLIENT'S local computer data sources to PROFESSIONAL'S servers over a high speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

B. **Portal Hosting and Maintenance.**

PROFESSIONAL shall host and maintain of the above described portal for the term of this Agreement.

PROFESSIONAL'S web data server environment includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. PROFESSIONAL will also maintain website usage statistics which can be viewed by CLIENT staff through an interface. Certain onsite hardware and software configurations may require additional third party software (not included in this Agreement). The update feature requires CLIENT to maintain a dedicated high speed Internet access. Services also include monitoring of PROFESSIONAL'S web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of PROFESSIONAL'S staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

$ 8,000	**January 1, 2014 – December 31, 2014**
$ 8,000	**January 1, 2015 – December 31, 2015**
$ 8,000	**January 1, 2016 – December 31, 2016**
$ 8,000	**January 1, 2017 – December 31, 2017**

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½ % per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneidercorp.com/termsofservice/. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall commence upon the execution of this agreement and terminate on **December 31, 2017**. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by the three consecutive, 12- month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through February 1, 2015

PROFESSIONAL:
The Schneider Corporation

By: _____

Print: _____

Title: _____

Date: _____

CLIENT:
Gunnison County, Colorado

By: _____

Print: _____

Title: _____

Date: _____

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$ 8,000	**January 1, 2016 – December 31, 2016**
$ 8,000	**January 1, 2017 – December 31, 2017**

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through March 1, 2015

PROFESSIONAL:	**CLIENT**:
The Schneider Corporation	Gunnison County, Colorado
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____