



Board of County Commissioners Agenda Request

4A
Agenda Item #

Requested Meeting Date: January 22, 2018

Title of Item: Pro-West & Associates Contract

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Land Commissioner	Department: Land Dept.
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Presenter (Name and Title): Rich Courtemanche	Estimated Time Needed: 10 Min.
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Summary of Issue:
Aitkin County Land Department is requesting that the Aitkin County Board of Commissioners grant Aitkin County Land Department (ACL D) permission to enter into contract with Pro West & Associates (Pro-West), to purchase a computer software upgrade for its timber management programs (\$42,337.56 (Paid \$14,112.52 /year 3yrs). This purchase was part of the approved 2019 budget.

Attached:
- Background Information
- Contract to be signed with Pro-West & Associates

Review
- Steve Bennett, Aitkin County IT (review of network and server needs)
- Jim Ratz, Aitkin County Attorney (review of Contract and approved changes)

Alternatives, Options, Effects on Others/Comments:
Failure to update software would result in the loss of current office functionality, require 3-4 additional staff, increase errors, jeopardize chain of custody, and reduce wood availability. In addition, shared costs for other counties would increase their costs.

Recommended Action/Motion:
Approve contract with Pro-West & Associates and 3 year payment plan for Forestry DMS management software.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 42,337.56 (Paid \$14,112.52 /year 3yrs)
Is this budgeted? Yes No *Please Explain:*
Resource Management account; Service, Labor, Contracts...11-925-6231

Aitkin County Land Department is requesting that the Aitkin County Board of Commissioners grant Aitkin County Land Department (ACLD) permission to enter into contract with Pro West & Associates (Pro-West), to purchase a computer software upgrade for its timber management programs. This purchase was part of the approved 2019 budget.

Background History

Aitkin County Land Department was one of the earlier adopters of using GIS software and database software in its land management. ACLD has depended on software developed Pro-West s including TSMM (timber sale and timber scale administration, 2002), Aitkin Forestry Tools (GIS integration, 2005), and TAppr (timber sale setup and prescription database, 2005). For over a decade, these three separate programs have helped ACLD staff setup and administer timber sales, reduce staff time, and maintain its FSC Certification. These computer programs have remained mostly unchanged and are at the end of their functional life. In the very near future, these applications will no longer function with current GIS, Microsoft Access database software, or run on current operating systems.

In response, in 2015, Pro-West built a new timber management system called that melded the three programs (TSMM, TAppr, and Aitkin Forestry Tools) into one web based program for Cass County. Itasca and Crow Wing County have since purchased and are using the new program. The next generation of this program is being developed and is now being offered to the remaining County Land Departments. Of the remaining eleven counties, eight have expressed an interest in jointly acquiring the program with subsequent upgrades.

ACLD administrative, Aitkin County IT, and forestry staffs have reviewed the program and the network needs. In 2018, Beth Haasken, and Rich Courtemanche visited Itasca County to talk with land department staff regarding this program. Itasca County staff are please with the program and Aitkin County Staff have found the program to be robust and would meet ACLD needs.

The program is called “Forestry DMS” and includes the following improvements:

- Web based application, accessible from a web browser
 - All functions are contained in the one application. No need to open multiple databases or transfer data between databases.
 - Pre-RX toolbar runs separately from the web interface but results are integrated within the Forestry DMS. No in-between steps are required for streamlined workflow.
- Multiple users can use the application at the same time.
- A Public Facing Web Page with active sales, inactive sales, and unsold list (each County decides what they will share with the public) is available to link to the County’s website
- Public Facing Reports are configurable from the internal Forestry DMS application to share information with the public. The information shared with the public is decided by each County.
- A Pre-Auction package is bundled automatically for distribution
- A Post-Auction results package is bundled automatically for distribution
- Real-time auction functionality
- Additional Forest Development tools (Tree planning and forest Development Tracking)

- Additional Miscellaneous Permits including: Easements, Leases , Road Use, Maple Syrup, Firewood
- Additional Reports – numerous beyond the reports currently offered in TSMM. A test version of the Forestry DMS is available to view the reports. Click on the URL following this section to navigate to the test version.
- Regulations are included as drop downs, and can be customized to fit the needs of each county
- A File up-loader is available for attaching documents and images
- Three Log Limbs software integration – Scales data importing function will be transferred and re-architected from current functionality in TSMM.

Cost

Forestry DMS is a collaborative application development for 8 counties. As such, there is a base cost that counties will divide based on the number of counties, and an individual cost to each county for deploying within the county.

Based on oral commitments from the County Land Departments, Pro-West is assuming that 8 counties will be sharing the cost of development of the Forestry DMS. Cost will increase if not all 8 counties participate. The cost is \$42,337.56 for each of the eight (8) counties.

Payment Option

Counties have the option of being invoiced for the Forestry DMS application over a 3-year timeline. The amount of each payment is based on 8 counties sharing costs for the development of the Forestry DMS. The schedule of payments is below.

Payment Period	Payment Amount
January 1, 2019	\$ 3,528.13
April 1, 2019	\$ 3,528.13
July 1, 2019	\$ 3,528.13
October 1, 2019	\$ 3,528.13
January 1, 2020	\$ 3,528.13
April 1, 2020	\$ 3,528.13
July 1, 2020	\$ 3,528.13
October 1, 2020	\$ 3,528.13
January 1, 2021	\$ 3,528.13
April 1, 2021	\$ 3,528.13
July 1, 2021	\$ 3,528.13
October 1, 2021	\$ 3,528.13
TOTAL	\$ 42,337.56

An annual maintenance fee of \$4,000 per county will be invoiced following the 6-week support period after deployment of the Forestry DMS in 2021. This will occur during the third quarter of the second year of the project and be invoiced each subsequent year. The Payment Option does **not** include the Cruise Mobile Application or the maintenance fee.

STANDARD TERMS AND CONDITIONS

PRO-WEST & ASSOCIATES, INC.

These Standard Terms and Conditions (the "Agreement") are entered into by Pro-West & Associates, Inc., a Minnesota corporation ("Pro-West") and Aitkin County, MN (the "Client"), effective January 1, 2019 through December 31, 2021. (Pro-West and Client are referred to herein, collectively, as the "Parties," and, individually as a "Party")

Recitals.

- A. Pro-West provides its customers with software development, data development, and professional services.
- B. Client desires that Pro-West provide certain services to Client, and Pro-West desires the same, all pursuant to the terms and provisions of this Agreement.

Agreement.

In consideration of the recitals above, and the mutual promises in this Agreement below, the Parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Pro-West agrees to provide the services set forth on the attached **Scope of Work** (the "**Services**") to Client. Any request for modification of the Services will be effective only if agreed to in writing by both Parties.
2. **PAYMENT TERMS.**
 - (a) **Price.** In exchange for the Services, Client agrees to pay to Pro-West the amounts as set forth on the attached **Scope of Work** (the "**Service Fees**"). The Service Fees will include all amounts due from Client to Pro-West, including, but not limited to, the payment for Services, customs, duties, sales, use, excise, property taxes and similar charges, shipping, and travel, lodging and food expenses.
 - Refer to **Scope of Work** for pricing for 8 counties.
 - (b) **Invoicing.** Unless set forth to the contrary in **Scope of Work**, Pro-West will invoice Client in writing or by electronic documentation on a quarterly basis for the Service Fees due with respect to the Services provided by Pro-West to Client during the prior quarter. Invoices for projects with fixed Service Fees will not include any information other than the amount owed, and, where appropriate, project progress. Except as set forth to the contrary in **Scope of Work**, Client will pay all Service Fees set forth on an invoice within fifty (50) days after the invoice date.
 - (c) **Late Payment.** In the event Client fails to pay all Service Fees due under an invoice after it is due pursuant to this Agreement, Pro-West may: (i) immediately discontinue or delay the Services without regard for any deadlines established

pursuant to this Agreement, if any, and Pro-West will have no liability whatsoever for any damages or losses incurred or suffered by Client pursuant to Pro-West's exercise of such right; and (ii) discontinue, delay, or cancel Services for pending and/or future Services, and Pro-West will have no liability whatsoever for any damages or losses incurred or suffered by Client pursuant to Pro-West's exercise of such right. Payments made after its due date pursuant to this Agreement will accrue interest at a rate of one and one-half percent (1-1/2%) per month, or the highest rate allowed by applicable law, whichever is greater.

- (d) Changes to Payment Terms. Pro-West may adjust billing terms from time to time at Pro-West's sole discretion upon thirty (30) days written notice to Client.

3. **INFORMATION.** For purposes of this Agreement, "**Information**" shall mean: (a) any and all information or data provided by Client to Pro-West, whether created by Client or any third party, that is used by Pro-West in the provision of Services, relied upon by Pro-West in the provision of Services, input by Pro-West into its work product pursuant to the provision of Services, or incorporated by Pro-West into its work product pursuant to the provision of Services; and (b) any and all public information or data that is used by Pro-West in the provision of Services, relied upon by Pro-West in the provision of Services, input by Pro-West into its work product pursuant to the provision of Services, or incorporated by Pro-West into its work product pursuant to the provision of Services. Client acknowledges and agrees: (m) that Pro-West may rely upon, use, and incorporate the Information into its work product and deliverables pursuant to the provision of Services, and (n) that Pro-West will not, and is not bound to, investigate, verify or confirm any Information, and (o) that Pro-West is not, and will not be, a guarantor of Information, and (p) that Client assumes all risk with respect to the Information, and (q) that Client hereby represents and warrants to Pro-West that all Information is accurate, complete, and correct.

4. **OWNERSHIP.**

- (a) Client Ownership of Work Product. Except for any third party software, Know-How (as defined in Section 4(d) below) or Pro-West Tools (as defined in Section 4(c) below), the Services will be deemed a "work made for hire" (as defined by the Copyright Act of 1976). Client will acquire ownership of the Services, but only after the payment in full by Client of all Service Fees due to Pro-West.
- (b) Client License. Client acknowledges and agrees that Pro-West's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that Pro-West utilizes and develops. Accordingly, Pro-West will retain ownership and all rights to Know-How and Pro-West will be free to use all Know-How for its business purposes or in providing services to other clients. Pro-West retains the right to use the general knowledge, experience and know-how acquired by it in the course of performing work for Client (except to the extent the same constitutes Client's proprietary property). To the extent Know-How is contained or reflected in the Services, Pro-West hereby grants Client a perpetual, worldwide, nonexclusive, nontransferable, irrevocable, royalty-free,

fully paid up right and license to use, copy, modify, and prepare derivative works of the Know-How but only to the extent the Know-How is embedded in the Services, or is necessary for Client to receive the benefit of the Services. Client will not copy the Know-How, in whole or in part, except for Client's own use or archival purposes.

- (c) Pro-West Tools. Notwithstanding anything herein to the contrary, Pro-West is and will remain the owner and/or licensee of all right, title and interest in and to any software development tools that may be used to develop any software for Client hereunder (any "Pro-West Tools"). This Agreement does not transfer or grant Client any rights, title, or interest in or to any Pro-West Tools.
- (d) Know-How. The term "**Know-How**" means any material of a general abstract character that is used in, enhanced, or developed in the course of providing Services, including, but not limited to, methodologies, delivery strategies, approaches, practices, generic software tools, routines, components, generic code libraries (both open source and proprietary to Pro-West), generic content, research and background materials, training materials, application building blocks, templates, analytical models, project tools, development tools, inventions, solutions, ideas and descriptions thereof.
- (e) Restriction on Transfer by Client. Client will not have the right to lease, rent, sell, pledge, assign, sublease or otherwise transfer or dispose of, in any complete, partial or modified form, the Know-How or any Pro-West Tools, notwithstanding anything herein to the contrary.
- (f) Proprietary Information. The Know-How and any Pro-West Tools are the property of Pro-West, and the ideas, systems, and methods of operation and information contained within the Know-How and any Pro-West Tools are trade secret information of Pro-West. Client understands that any unauthorized copying of the Know-How and any Pro-West Tools, and any unauthorized disclosure or use of any Pro-West trade secret information, is prohibited. Client will not use, disclose, reproduce or otherwise make available any Pro-West trade secret information to any person other than employees of Client who need to know such information in order to utilize or receive the benefit of the Services, or is necessary for Client to receive the benefit of the Services. Client will advise each of its employees who are permitted access to the Know-How, any Pro-West Tools, or any Pro-West trade secret information, of the restrictions upon duplication, disclosure and use contained in this Agreement.
- (g) Third Party Software. Notwithstanding anything herein to the contrary, the use and disclosure of any third-party software is at all times subject to the terms and conditions set forth in their respective licenses with Pro-West. Pro-West makes no representations or warranties of any kind with respect to any third-party software used in the provision of the Services.

5. **WARRANTIES; DISCLAIMER OF WARRANTIES.** Pro-West agrees to correct any material defects in the Services for a period of ninety (90) days following the completion of the Services, and such correction by Pro-West shall be Client's sole remedy for Pro-West's breach of such warranty. Defects covered under this warranty are defined as features or functionalities that operate inconsistently with the requirements set forth in the Services. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, PRO-WEST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND SPECIFICALLY EXCLUDES AND DISCLAIMS ANY SUCH WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PRO-WEST OR ANY OF ITS REPRESENTATIVES WILL CREATE A WARRANTY OF ANY KIND.**

6. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PRO-WEST WILL NOT BE LIABLE FOR ANY GENERAL, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) UPON ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF PRO-WEST UNDER THESE TERMS WILL BE LIMITED TO THE SERVICE FEES PAID BY THE CLIENT TO PRO-WEST IN THE TWELVE (12) MONTHS PRIOR TO OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM.**

7. **INDEMNIFICATION.** To the fullest extent permitted by law and notwithstanding anything herein to the contrary, Client and Pro-West agree to hold each other, its employees, and officials harmless against any and all claims, costs, expenses (including reasonable attorneys' fees), damages and liabilities for damage or injury to persons or property arising out of or in any way related to (a) this Agreement or the Services, provided that such damages or injury were not caused by Client's or Pro-West's sole negligence, gross negligence, or willful misconduct, or (b) the information.

8. **CONFIDENTIALITY AND DATA PRIVACY.** Pro-West agrees to maintain and protect data on individuals received, or to which Pro-West has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained or reviewed by Pro-West under this Agreement may be released to the public by Pro-West or its employees or representatives. All of the data created, collected, received, stored, used, maintained, or disseminated by Pro-West in performing its responsibilities under this Agreement is subject to the requirements of Minn. Statute Chapter 13, and Pro-West shall comply with those requirements as required by law.

It is further understood that Pro-West shall not, unless otherwise authorized by Aitkin County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, or meetings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to Aitkin County and the Aitkin County Coordinator for response.

9. TERMINATION.

- (a) Breach. Either Party may terminate this Agreement by delivery of written notice to the other Party of a material breach of the other Party; provided, however, that if the breach is curable such termination will not be effective unless and until such breach remains uncured for a period of thirty (30) days after the delivery of such notice.
- (b) Insolvency. Either Party may terminate this Agreement without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the debt of either Party; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon the dissolution of or ceasing to do business by either Party.
- (c) 90 days' notice. Either party may terminate the contract without clause with 90 days notices.
- (d) Late Payment. Pro-West may terminate this Agreement pursuant to Section 2(c).
- (e) Effect of Termination. Upon termination of this Agreement pursuant to its terms, Pro-West will perform no Services thereafter. Client will pay for all Services rendered through the date of Termination. Termination of the Agreement will not relieve a Party in breach of this Agreement of its liability and obligations related to such breach. Notwithstanding anything herein to the contrary, the following Sections of this Agreement shall survive the termination of this Agreement and remain enforceable: 3, 4, 5, 6, 7, 8, 9, 10, and 11.

10. NONSOLICITATION OF EMPLOYEES. For that period of time beginning on the date of this Agreement and ending on the 12-month anniversary of the date when all of the Services are completed and finished, Client will not, without the prior written consent of Pro-West, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit, attempt to solicit, divert, hire away, or attempt to hire away any person employed by Pro-West that in any way, whether directly or indirectly, worked on or assisted in Pro-West's provision of any portion of the Services.

11. FORCE MAJEURE. Pro-West will not be liable to Client for any delay or failure of delivery or other performance caused in whole or in part by any contingency beyond Pro-West's reasonable control, including without limitation, acts of God, acts of any government or any agency or subdivision thereof, or any acts of terrorism.

12. MISCELLANEOUS.

- (c) Independent Contractor. Pro-West is an independent contractor. Nothing in this Agreement will be construed as creating any joint venture, partnership, employment or agency relationship between the Parties.
- (d) Assignability; Binding Effect. Pro-West may transfer or assign this Agreement, or Pro-West's rights or obligations hereunder, to any successor or assign, or to any person or entity which purchases substantially all of the assets of Pro-West. Client

may not assign this Agreement, or Client's rights or obligations hereunder, except by Pro-West's prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

- (e) Notice. All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent pursuant to the notice information set forth on the signature page to this Agreement. Any Party may change such Party's notice information by notice to the other given as set forth in this paragraph above, and such change will be effective when received pursuant to the prior provisions of this paragraph.
- (f) Entire Agreement. This Agreement, together with the Schedules, constitutes the entire agreement between Pro-West and Client regarding the Services and may not be amended or modified except by a writing signed by both Parties. This Agreement supersedes any and all prior representations, proposals, agreements, negotiations, advertisements, statements or understandings, whether written or oral, relating to the Services or to any subject covered by this Agreement. For the avoidance of doubt.
- (g) Purchase Orders. The Parties agree: (i) that orders for Services may be made or modified pursuant to a purchase order from Client that is agreed to by Pro-West, in writing, and (ii) that any pre-printed terms and conditions on any such purchase order from Client shall not be applicable or enforceable, even if Pro-West has agreed to the purchase order.
- (h) Use of Definitions in Schedules. Unless defined to the contrary in the Schedules, terms used in the Schedules that are defined in this Agreement will have the same meaning as given in this Agreement.
- (i) Severability. Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other provisions in this Agreement, which will remain in full force and effect.
- (j) Waiver and Modification. No provision of this Agreement will be deemed waived, modified or amended, and no breach excused, unless such waiver, modification, amendment or excuse is made in a writing signed by the Parties. The waiver of one default under this Agreement will not constitute a waiver of any subsequent default.
- (k) Limitation of Actions. Client may not bring any claim or counterclaim upon any cause of action arising out of or related to this Agreement or the Services more than ninety (90) days after such cause of action arises.
- (l) Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of law

principles. The Minnesota State courts in Hennepin County and the Federal court in Minneapolis, Minnesota, will have exclusive jurisdiction, and the Parties will submit to such jurisdiction, in the event of any action, suit or proceeding arising out of or related to this Agreement

[Signature Page Follows]

The Parties have entered into this Agreement as of the date set forth in the preface of this Agreement.

Pro-West:

signature:

name:

title:

date:

Client:

client name: _____

signature: _____

name: _____

title: _____

date: _____

signature: _____

name: _____

title: _____

date: _____

signature: _____

name: _____

title: _____

date: _____

Scope of Work

Pro-West began business providing geographic information system (GIS) services to Minnesota Counties in 1987. Through the more than three decades since that time we have continued to provide day-to-day data services for stand delineation and data import, other services such as forest management planning. The Timber Sale Manager and Mapper application, the predecessor to the Forestry Database Management System (DMS) was developed and implemented more than fifteen (15) years ago.

As computer applications go, 15 years of service for an application is rare. In Pro-West's years of providing application development, TSMM is the only application we have developed that has been functional for that long. Pro-West Application Developers have coded various workarounds in recent years to extend the life of the application as computer software platforms and requirements have changed. We continue to maintain and enhance the application but realize that the lifecycle of the application is at its end. Future maintenance will require more and more coding workarounds and at some time in the near future, the application will no longer function with current Microsoft Access software and current operating systems.

In 2015, Pro-West developed the Forestry DMS for Cass County, MN. The database system was modeled after the functions currently in TSMM but designed to be a web-based application with functions, tools and output that extended beyond the original TSMM abilities. The Cass County Forestry DMS code base is the basis for the current Forestry DMS application developed for this Scope of Work.

Functions in Addition to TSMM

Below are the functions in addition to TSMM available in the Forestry DMS application.

- Web based application, accessible from a web browser
 - All functions are contained in the one application. No need to open multiple databases or transfer data between databases.
 - Pre-RX toolbar runs separately from the web interface but results are integrated within the Forestry DMS. No in-between steps are required for streamlined workflow.
- Multiple users can use the application at the same time
- A Public Facing Web Page with active sales, inactive sales, and unsold list (each County decides what they will share with the public) is available to link to the County's website

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- Public Facing Reports are configurable from the internal Forestry DMS application to share information with the public. The information shared with the public is decided by each County.
 - A Pre-Auction package is bundled automatically for distribution
 - A Post-Auction results package is bundled automatically for distribution
 - Real-time auction functionality
 - Additional Forest Development tools
 - Competitive survey
 - Site prep
 - Plantation planning
 - Release
 - Project Summary
 - Additional Miscellaneous Permits
 - Easements
 - Leases
 - Road Use
 - Maple Syrup
 - Firewood
 - Additional Reports – numerous beyond the reports currently offered in TSMM. A test version of the Forestry DMS is available to view the reports. Click on the URL following this section to navigate to the test version.
 - Regulations are included as drop downs, and can be customized to fit the needs of each county
 - A File uploader is available for attaching documents and images
 - The application contains new Administrative Interface Tools for editing all system tables and look up tables
 - Look up tables provide data validation for data entry, eliminating multiple variations of inputting information. Input is standardized for better database management.
 - The Administrative Interface Tools allow changes to tables and permissions to be made by the County without Pro-West assistance
 - Configuring permissions will allow staff to be editors or readers for the system. The number of users, whether editors or readers, is unlimited.
 - The design layouts for appraisal, permits and statements are customized for TSMM users. The application interface is designed with TSMM familiarity in mind.
 - Database connections from MS Access to SQLServer to view and download database information
 - Import existing TSMM database tables into Forestry DMS. The cost is included for TSMM clients. Carlton County will work with Pro-West to assess level of effort to import their existing database(s).
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- Three Log Limbs software integration – the data importing function will be transferred and rearchitected from current functionality in TSMM

A test version of the Forestry DMS is available on Pro-West's servers and accessible at the URL below. This test version has been populated with a test database that may not be as complete as you are accustomed to and may not fill in all input items. If you run into any questions or issues when using the test version, please contact Brandon Crissinger, bcrissing@prowestgis.com or 320-207-6854. We will walk you through questions about use and work through any issues you encounter. The test version is provided to get a feel for the application but is not a fully functioning application.

Forestry DMS Test Version

Url: <https://marketing.prowestgis.com/Timber>

Username: TimberDemo

Password: F0restryDms (0 in the password is a zero number, not the letter O)

Standard Functions

Forestry DMS contains the following standard functions:

PreRX Toolbar

- Seamless import for appraisal geometry into the DMS web application

Home Screen

- Internal and public quick view of Active Sales, Inactive Sales, and Auction Tracts

Appraisals

- Comprehensive and user-friendly appraisal module

Auctions

- Import items from Appraisals, set up Tracts, Oral and Sealed Bid Auction screen with pre- and post-sale reports

Timber Sales

- Complete management of timber sales post-auction

Scales

- Streamlined scale entry related to a timber sale

Payments

- Integrated payment process to enter and track payments

Reports

- Robust reports including Clerk, Auction, Operator

PreRX Toolbar

The Pre-RX developed concurrently with the Forestry DMS will be web based. A web-based Pre-RX will eliminate the need for ArcGIS desktop software for editing and managing forestry data for use in Forestry DMS. The County will need to review their software use to ensure the desktop license is not needed for other tasks associated with forestry data.

Esri ArcGIS Server and ArcGIS Online will serve as the platform for the PreRX toolbar. From Pro-West's records for Esri software, each of the 8 counties has a license for ArcGIS Server software. Pro-West will review each County's named users for ArcGIS Online with the County's

Information Technology Department to determine if the number of named users will be adequate for the number of users planning to use the Forestry DMS.

Enhancements programmed into TSMC (during the previous two years)

All enhancements included in maintenance for TSMC during 2016 - 2018 will be included in the Forestry DMS development.

- Add BA sales to Sales at a glance form
- Show latest extended date on the down payment summary report
- Filter out refunds on Sale Statement so balance due zeros out
- Display the transfer in amount to permit summary report
- Add township, range, section to Financial Summary report
- Add an LOC agency footer to print on Scale statement regarding payment due within 30 days of receipt
- Shrink 2nd line of address on Scale Statement
- Add MN Annual Survey of Public Stumpage data export
- Operator Sales - Active and Inactive Sales - remove Forfeit Sales from report
- Filter scaled volume vs appraised report to ignore species with appraised volume = 0
- Add Option to show active sales in the Scale Vs Appraised report
- Add Filter by one species for Scale vs Appraised report
- FSC SFI Audit Population Spreadsheet functions: Closed Sales by Date Range of office closed date; capture gray header area data and open a query; ability to export to excel
- FSC/SFI Audit data functions: Create a query for Active Sales; prompt for date range of date opened and capture gray header area data; add data to bottom of Forest Manger Reports
- Additional Report: Inactive Sale listing shows purchased by, spp and bidup value; Open as a query for export to excel
- Additional Auction Summary Report
- Additional Consumer scale and sold by area estimate

Cruise Mobile Application

Pro-West is proposing development of a cruise mobile application to replace the applications and processes being used by TSMC Counties for collecting cruise data in the field.

Development of a Cruise Mobile Application will be an additional cost to the Forestry DMS application.

Currently, two cruise mobile applications (Lake County's ArcPad application and ForestMetrix) are currently in use by a subset of the TSMC counties. Below is an estimate for developing a

Esri Collector software application that is assumed to be a shared cost and use by all 8 Forestry DMS counties.

- Non-native application developed with Esri Collector software
- Requires a mobile device (smart phone, tablet) with use of an external GPS unit
- Standardized schema – counties would agree on the database items collected
- The look of the application will be different than the Lake County Cruise ArcPad app
 - Buttons may be smaller and the interface will look different
 - Editor Tracking to time stamp data input and username when data is created and edited
- Portal application (on premise) or ArcGIS Online application (cloud)
- Can be used offline if no internet connectivity is available
 - Data syncing will occur before going out in the field and when returning to the office
- Map publishing to make map data accessible via the web
- Transfer cruise data to Forestry DMS via reporting functions
 - Additional reports TBD
- Esri Collector is free software that requires named user accounts for each user

Due to the unknowns about the schema for the database, and numbers of items for data input, maps required for publishing, relationship classes required, and number of reports, the estimated cost below is a rough order of magnitude and will require defining to give an exact cost. Pro-West will meet with the counties during planning for the Forestry DMS to detail the Cruise Mobile Application, and give a more defined Scope of Work and cost.

Estimated ROM cost: \$3,900 per county
(the estimated cost is included in the Cost matrix following the project schedule)

Utilizing ForestMetrix data with the Forestry DMS app

- Pro-West will discuss connecting data between the ForestMetrix application and the Forestry DMS application for counties who do not opt for the Cruise Mobile Application.
- Estimated cost unknown at this time.

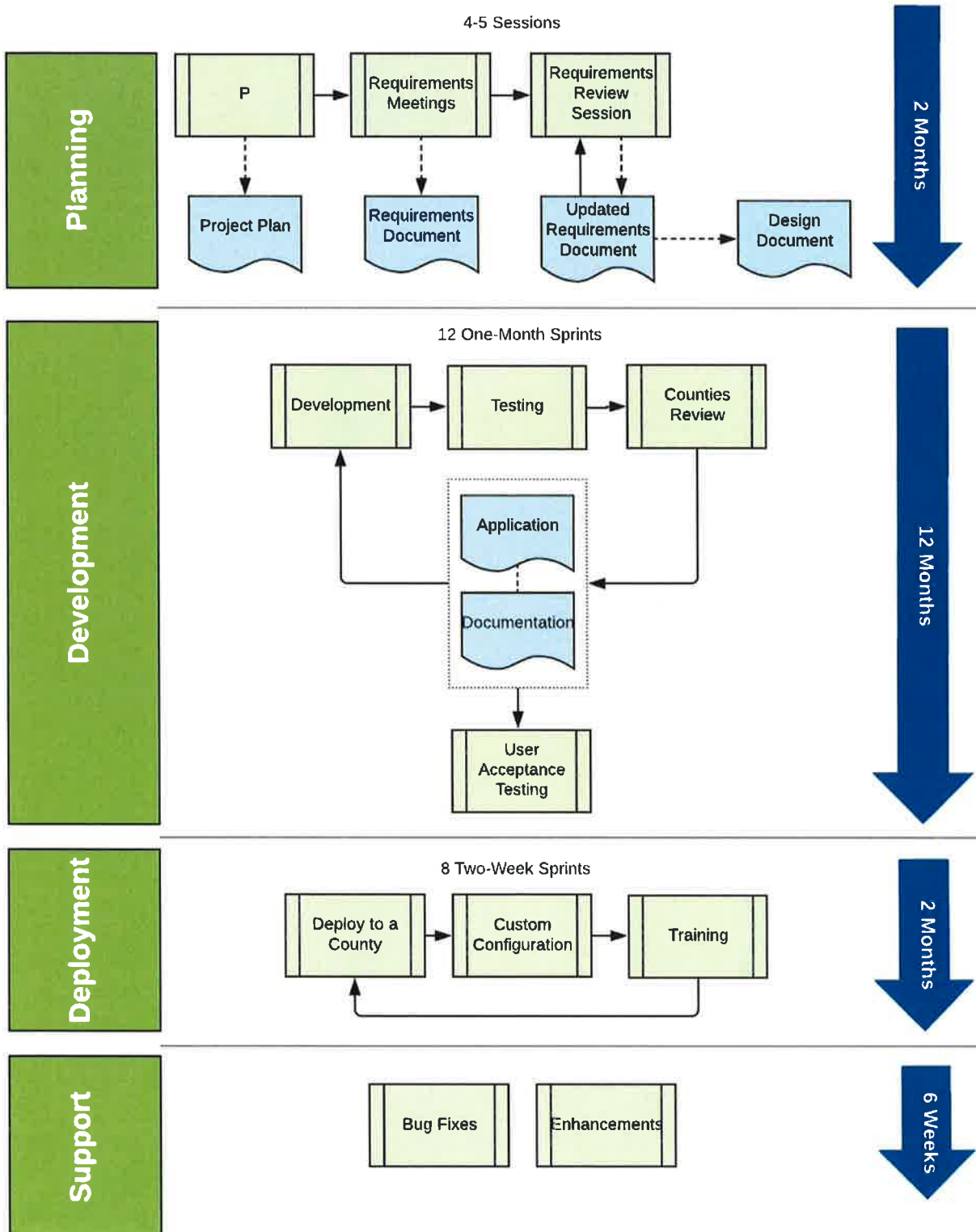
Inspections Mobile Application

- Development of an Inspections Mobile Application is **not** included in the development of the Forestry DMS. Pro-West will work with the Counties to create requirements documentation for an inspection application during the planning phase of the Forestry DMS.

Project Schedule

Month	Process	Tasks
Initial 2 months	Planning	<ul style="list-style-type: none"> • Kickoff meeting • Project plan development • Requirements gathering • Requirements documentation development • Requirements review • Revised requirements document • Design document development
Month 3 through Month 14	Application Development	One-month sprints for: <ul style="list-style-type: none"> • Application development • Development review by Counties • Application documents • Acceptance review
Months 15 and 16	Deployment	Two (2) week County deployment sprints <ul style="list-style-type: none"> • Deployment • Custom configuration • Application training and administrative interface training
Final 6 weeks	Support	Bug fixes and enhancements

Project Schedule graphic on following page.



Cost

Forestry DMS is a collaborative application development for 8 counties. As such, there is a base cost that counties will divide based on the number of counties, and an individual cost to each county for deploying within the county.

Pro-West is assuming that 8 counties will be sharing the cost of development of the Forestry DMS, following discussion and confirmation from the counties. Cost will increase if not all 8 counties participate. The total development cost for 7, 6, or 5 counties is listed following the payment option. *

The anticipated cost is listed in the 3rd table as \$42,337.50 (for 8 counties). The Cruise Mobile Application cost is in addition to the Forestry DMS. Payment options are listed on the following page.

Module tasks for all Counties		Total Cost
Dojo Web Framework	\$	19,200.00
Configuration Programming	\$	72,000.00
Requirements Gathering	\$	10,800.00
Design Documents	\$	13,500.00
Application Manuals	\$	9,600.00
Classroom Training	\$	4,800.00
Database Migration Logic Development	\$	4,800.00
PreRX Upgrade (Web-based)	\$	21,600.00
TOTAL	\$	156,300.00
Per Client		
Database Migration Process	\$	4,800.00
Installation	\$	3,600.00
PreRX Installation and Configuration	\$	4,800.00
Support for deployment, testing, and training	\$	9,600.00
# Counties	Total Development Cost	Cost Per County
8	\$ 338,700.00	\$ 42,337.50
	Cruise Mobile Application	
8	\$ 31,200	\$ 3,900
	Application Maintenance & Support following deployment**	
		\$ 4,000

**Maintenance & Support begins following 6-week period of support after deployment of Forestry DMS

Payment Option

Counties have the option of being invoiced for the Forestry DMS application over a 3-year timeline. The amount of each payment is based on 8 counties sharing costs for the development of the Forestry DMS. The schedule of payments is below.

Payment Period	Payment Amount
January 1, 2019	\$ 3,528.13
April 1, 2019	\$ 3,528.13
July 1, 2019	\$ 3,528.13
October 1, 2019	\$ 3,528.13
January 1, 2020	\$ 3,528.13
April 1, 2020	\$ 3,528.13
July 1, 2020	\$ 3,528.13
October 1, 2020	\$ 3,528.13
January 1, 2021	\$ 3,528.13
April 1, 2021	\$ 3,528.13
July 1, 2021	\$ 3,528.13
October 1, 2021	\$ 3,528.13
TOTAL	\$ 42,337.50

An annual maintenance fee of \$4,000 per county will be invoiced following the 6-week support period after deployment of the Forestry DMS in 2021. This will occur during the third quarter of the second year of the project and be invoiced each subsequent year.

The Payment Option does **not** include the Cruise Mobile Application or the maintenance fee.

Cost per County if Less Than 8 Counties Share Development Cost

*The Cost for development of the Forestry Database Management System will increase if less than 8 counties fully execute the contract to develop the application. Below is a list of cost per county based on the number of counties executing the contract.

Number of Counties	Cost Per County
5	\$ 54,060.00
6	\$ 48,850.00
7	\$ 45,128.57
8	\$ 42,337.50 – contract amount for 8 counties

Project Team

The Forestry DMS project manager and primary point of contact will be Brandon Crissinger, Pro-West's Vice-President & COO. Brandon has 14 years of experience working for and with government entities. He works with Counties every day, collaborating to evaluate their needs and deliver powerful solutions to their challenges using GIS.

As project manager, the Pro-West team will be required to report to Brandon throughout the lifecycle of the project to ensure timelines, needs and budgets are in line with the scope of the project.

Email address: bcrissing@prowestgis.com

Telephone: 320.207.6854

Team Overview

Staff Member	Role	Qualifications
Brandon Crissinger <i>14 years' experience</i>	Vice-President & COO	<ul style="list-style-type: none"> • Certified Geographic Information Systems Professional (GISP) • Esri Certified Desktop Associate • Bachelor of Science in Geography, Emphasis in Geographic Information Systems, Bemidji State University • Associate in Applied Science in Forestry/Natural Resources, Itasca Community College
Josh Marsh, PMP GISP <i>16 years' experience</i>	Programming Manager	<ul style="list-style-type: none"> • Certified Project Management Professional (PMP) • Certified Geographic Information Systems Professional (GISP) • Esri Certified Web Application Developer Associate • Bachelor of Science in Computer Science, Bemidji State University • Minor in Mathematics, Bemidji State University
Adam Skoog <i>10 years' experience</i>	Applications Developer	<ul style="list-style-type: none"> • Bachelor of Science in Computer Science • Minor in Mathematics, Bemidji State University
Lucas Scharenbroich <i>17 years' experience</i>	Technology Manager	<ul style="list-style-type: none"> • Master of Science in Artificial Intelligence, University of California – Irvine • Bachelor of Science in Computer Science, University of Minnesota – Duluth

		<ul style="list-style-type: none">• Bachelor of Science in Electrical Engineering, University of Minnesota – Duluth• Minor in Computational Mathematics
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Forestry Database Management System Requirements for Hardware and Software

Forestry DMS

- Windows Server 2012 (or greater) running the IIS role
- SQL Server 2012+
- Connectivity to Active Directory for the internal application for authentication

PreRX Widget

- ArcGIS Server 10.5
 - DMS doesn't currently rely on ArcGIS Server, but the future DMS will rely on ArcGIS Server due to the use of Collector and ArcGIS Online.
- ArcGIS Online Organization w/ Named Users

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Addendum to Forestry Database Management System Scope of Work

November 28, 2018

8239 State 371 NW | PO Box 812 | Walker, MN 56484

PH 320.207.6868 | FX 320.207.6869

www.prowestgis.com | consult@prowestgis.com



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Forestry Database Management System Maintenance

Maintenance items include and are not limited to:

- Bug fixes
- Additional look-up tables
- Additional items added to forms
- Administrative tool maintenance – users, sub-applications
- Updates for compatibility with Esri, SQL, Microsoft upgrades
- Update reports to reflect workflow changes
- Update input forms to reflect workflow changes
- Actively maintain the Forestry DMS application
 - Health monitoring / active maintenance
 - Quarterly checks of the application on the County's servers

On-call support – 8 hours per County annually

- Technical support will be provided to County technical staff (via remote access to the application, as needed) to respond to questions or address issues during business hours, Monday through Friday, 8 am to 4:30 pm.
- Support includes telephone calls, emails and web meetings with County staff to discuss issues, enhancements, project management, and technical questions.

Enhancements

- Requested enhancements will be documented and implemented if the budget is sufficient or if the counties choose to pay additional for work beyond the annual maintenance budget

Maintenance Funds

- The use of maintenance funds will be the same process used for the Timber Sale Manager and Mapper application
 - Maintenance funds will be pooled from the 8 counties and used as needed to provide maintenance, on call support and enhancements annually. Maintenance will include the items listed on the previous page.
 - If funds are not all used during the year, the remaining funds will be rolled over to the next year.
 - Enhancement requests and funds will be tracked and reported each year at the annual Forestry DMS meeting. Priorities will be decided based on benefit to the counties.
 - Maintenance and enhancements that benefit or are requested from all counties will use the general maintenance fund. Maintenance support that is specific to one of the counties or not agreed by all will use the on-call support per county listed on the previous page.