



Board of County Commissioners Agenda Request



Requested Meeting Date: 14 May 24

Title of Item: Splunk - Installation service and support

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| <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> |

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| Submitted by: Kami Genz | Department: Probation / IT |
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| Presenter (Name and Title): Kami Genz, Community Corrections Supervisor / Chris Sutch, IT Manager | Estimated Time Needed: 1 Minute |
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Summary of Issue:

This is a complicated system that IT staff are unfamiliar with at this time. Conducive is a consulting company to assist the IT Department with properly configuring the Splunk system so that it runs properly in our environment and captures the log data that we are required to review.

Conducive was recommended to us by the Splunk sales team, as they have extensive experience with installing and supporting Splunk in government environments.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve the purchase of Professional Services from Conducive for the installation and configuration of Aitkin's Splunk project.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ 14,000

Is this budgeted? Yes No *Please Explain:*

While this is not budgeted Probation has State funding that if not utilized would be deducted from future allocations. If we do not utilize these funds at this time, IT will budget for this in 2025.



Conductive

3724 Executive Center Drive Suite 200
Austin, TX 78731
United States of America
Enrico Fantozzi
rico@conductiveconsulting.com

Prepared For

Aitkin County

Chris Sutch
IT Manager
chris.sutch@co.aitkin.mn.us

Shipping Info

109 1st Avenue Southwest
Aitkin MN 56431
USA

✓ **Payment Method** ACH

✓ **Payment Terms** Net 30

✓ **GSA Contract # 47QTCA23D006V**

One Time Costs

| Product | Quantity | Price per Year |
|---|----------|---------------------------------|
| Conductive Professional Services Up to three weeks of Professional Services | 1 | \$14,000.00 One-Time Fee |
| First Year Subtotal for One Time Costs | | \$14,000.00 |
| Year 1 Overall Total | | \$14,000.00 |

✓ Billing Frequency

Annually: From Billing Start Date

Contract Terms

1. Fees. Aitkin County ("End User") whose principal office is located at: 109 1st Avenue Southwest, Aitkin, MN 56431, will pay to Conducive Consulting, Inc., a Texas Corporation, ("Conducive") whose principal office is located at: 3724 Executive Center Drive, Suite 200, Austin, TX 78731, the license fees or royalties specified in the Splunk® software license agreement and the support and maintenance services that Conducive and/or Splunk provides to End Users in conjunction therewith.
2. Payment Terms. End User will pay all amounts due under this Agreement in U.S. currency, free of any currency controls or other restrictions. End User will pay all license fees or royalties, support or maintenance services fees due to Conducive and/or Splunk according to the terms specified on the quote. Except as expressly specified in this Agreement or as otherwise agreed to in writing by the parties, End User will pay all other fees, expenses or other charges payable hereunder within twenty-five (25) days following the date of receipt of Conducive's invoice therefore, with no right of offset of any kind or nature.
3. Net Payments. All amounts payable by End User under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. End User will be responsible for, and will promptly pay, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes) associated with this Agreement including but not limited to its receipt and use of the Software, except for taxes based on Conducive's net income. If Conducive or Splunk is required to collect, or pays on End User's behalf, any taxes or duties for which End User is responsible, End User will promptly pay or reimburse Conducive, as the case may be, for all such amounts upon its receipt of written notice thereof. If End User pays any withholding taxes based on the payments made by End User to Conducive hereunder, End User will promptly furnish Conducive with written documentation of all such tax payments, including receipts and other customary documentation.
4. Failure to Pay. Notwithstanding anything contained in any of the terms and conditions associated herewith, including third party license agreements and the third party support and maintenance agreements, in the event that End User fails to pay Conducive all amounts when due in accordance with paragraphs 2 and 3 and the payment terms set forth in the purchase order, Conducive, at its sole discretion, shall have the unconditional right, and End User hereby consents, to immediately terminate End User's rights and privileges to use the third party software product, the third party license agreements and all services associated therewith. However, in such instance, nothing shall relieve End User of any of its obligations hereunder.
5. Third Party License Agreements. All third party software included in this purchase order is subject to the license agreement between End User and the third party software provider.
6. Pre-payments. All prepaid Education and Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused Education or Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Education or Professional Services. 3724 Executive Center Dr, Suite 200, Austin, TX 78731
7. Terms and Conditions. By purchasing, paying for or receiving Professional Services from Conducive, Aitkin County agrees to the Master Services Terms and Conditions in effect on the date of this quote and set forth at: https://www.conducivesi.com/mnsa_terms. By purchasing, paying for or receiving On-Demand Expert Services from Conducive, Aitkin County agrees to the On-Demand Expert Services Terms and Conditions in effect on the date of this quote and set forth at: https://www.conducivesi.com/odes_terms. By purchasing, paying for or receiving Support for a Conducive product, Aitkin County agrees to Support and Maintenance Terms and Conditions in effect on the date of this quote and set forth at: <https://www.conducivesi.com/support-license>. Conducive products are applications or solutions owned and supported by Conducive, and do not include applications owned by other parties.

Signature Page

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Aitkin County

Name: _____
Title: _____
Email: _____
Signature: _____

Signed Date: _____

Conducive

Name: _____
Title: _____
Email: _____
Signature: _____

Signed Date: _____