

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 4th day of February, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and Cartegraph Systems, Inc. located at 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on December 11, 2013, the County entered into a Service Agreement with Cartegraph Systems, Inc. to provide the software products, implementation, technical and support services described in Proposal #C1310009-1 dated October 31, 2013, necessary to upgrade the Transportation Asset Management System; and,

WHEREAS, the term of the agreement expires on February 9, 2015; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through February 9, 2017 to provide software enterprise support and services for the Transportation Asset Management System.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the Enterprise Software support and services for the Transportation Asset Management System provided under this First Addendum in accordance with Section IV of the Service Agreement. Adams County will pay the Contractor \$38,000 for 2015 services and support and \$40,000 for services and support in 2016. Payment for the 2016 software services and support are subject to the approval of the 2016 budget appropriation.
2. The term of the Service Agreement is extended through February 9, 2017.
3. The Service Agreement and this First Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

Board of County Commissioners

Chairman

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Approved as to form:

[Signature]
Adams County Attorney's Office

Deputy Clerk

Cartegraph Systems, Inc.

[Signature]
Signature

2/4/15
Date

Signed and sworn to before me on this 3rd day of February, 2015 by

Mary Jo Smock *Ben Murray*
Mary Jo Smock *Mary Jo Smock*
Notary Public

My commission expires on: 8/5/17



CONTRACTOR'S CERTIFICATION OF COMPLIANCE


Pursuant to Colorado Revised Statute, § 8-17.5-101, et. seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Cardograph Systems, Inc
Company Name

2/4/15
Date

Ben Murray
Name (Print or Type)


Signature

VP/CFO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



Cartegraph Systems, Inc.

Software and Services Proposal C1310009-1

Prepared for Adams County, CO

October 31, 2013

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003
800.688.2656 | 563.556.8120 | 563.556.8149 fax
www.cartegraph.com

Table of Contents

Software and Services Proposal	4
Scope of Project	4
Software Products	4
Project Services	5
Customer Responsibilities	5
Investment Summary	7
Not-to-Exceed Proposal.....	8
Software Subscription, Maintenance and Support Services Terms/Renewal.....	8
Payment Terms and Conditions.....	8
General Terms.....	9

Software and Services Proposal

Cartegraph is pleased to present this Proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between Adams County, hereinafter referred to as "Customer" or "Licensee," whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "Cartegraph."

Customer address:

Adams County
4955 E 74th Street
Commerce City, CO 80222

Licensee address:

Same

Scope of Project

Software Products

Cartegraph Software Enterprise License

Cartegraph will provide and deliver licenses to use the Software Products and in the quantities listed in the *Investment Summary*. Software Products are developed and supported products available from Cartegraph.

The Cartegraph Software Enterprise License provides the following benefits for the term of your subscription:

1. **Use of Cartegraph software including all enhancements and updates.**
2. **Comprehensive telephone and online technical support.** Customer will receive unlimited toll-free support via phone, fax or e-mail through the Cartegraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:00 a.m.-7:00 p.m. Central time by dialing 877- 647-3050. You can also submit questions/issues via fax at 563-556-8149, or by email to support@cartegraph.com.
3. **Problem resolution using remote software tools, as applicable.** Cartegraph utilizes a variety of methods/tools for remote diagnostics of client systems:
 - a. WebEx Meeting technology enables users to collaborate online with Cartegraph's Technical Support staff in real time between individuals or groups.
 - b. WebEx Support technology enables users to click a link on the Cartegraph web site, allowing direct connection with Cartegraph's Technical Support staff.
 - c. Cartegraph staff can also VPN in to client networks with appropriate authorization.
 - d. Clients can email their Application Log and trace files so that Cartegraph staff can review how the system was being used before an issue arose.
 - e. Cartegraph's password-protected FTP site can also be used for client data communication.
4. **Notification of the availability of free software enhancements and upgrades.**
5. **Support assistance with software upgrades.** Cartegraph Help Desk support staff will answer your questions and guide you through the process to upgrade your software to the latest release.
6. **Access to a password-protected, clients-only web site.** The Client Support Center at www.cartegraph.com includes online access for reporting and tracking your cases, product troubleshooting information, software downloads, training opportunities, and access to knowledgebase articles.
7. **Free web-based training opportunities.** An ongoing schedule of WEBEd training sessions on topics such as Forms & Filters, Data Entry Options, Getting Started with Work Management, Reporting Options and more is available at the clients-only Client Support Center web site at no additional charge.
8. **Free attendance at regional User Group meetings.** Cartegraph holds User Group meetings throughout North America each year and Software Subscription Plan clients can attend free of charge. These events bring current users together to share their experiences and provide additional training opportunities.
9. **Special registration discounts to other Cartegraph conferences and workshops.**

Project Services

Implementation Services (Fee for Service)

The Fee for Service Implementation Services as listed in the *Investment Summary* are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in this Proposal's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Implementation Services:

Implementation of our Operations Management System (OMS) - Advanced Cloud Edition includes the following:

- Hosted Installation support
- System navigation training
- System dashboard training
- Security roles training and support
- Implementation and training on the Request Management portion of the system
- Implementation and training on the Work Management portion of the system
- Implementation and training on the Pavement Asset Applications and two additional Asset Applications
- Implementation and training on Cartegraph for iPad
- Provide standard data conversion of Navigator data on the specifications outlined in the OMS Standard Conversion document
- Training on system reports and on-screen analytics
- Create up to two custom reports
- Access to the Cartegraph App Catalog when available
- Use of either Google or ESRI mapping within the system
- Training on the Citizen Request portal for smartphones and web
- Dedicated Cartegraph Project Manager to facilitate the resource scheduling, timing and other project tasks
- Training and consultation done via web and during two 2-day customer onsite days
- Cartegraph staff will provide four, two-day onsite support and consultation services for additional training, configurations and implementation for your current project. These onsites will occur three months after production use of system, six months after production use of systems, nine months after production use of system, then twelve months after production use of system.

During the duration of the project, the client will appoint a project coordinator to be responsible for the following aspects of the project:

- Approve the Project Status Report
- Authorize the project work
- Acceptance of deliverables defined in the Project Status Report
- Ensure the project is in compliance with and satisfies the requirements of the Project Status Report
- Consult with the Cartegraph Project Manager on a continuing basis
- Provide leadership on all issues related to the client, such as policy, organization, staff, technical architecture, data, and current systems.
- Monitor progress of the project, including the review of Cartegraph regular status reports and managing internal resources.

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of Customer resources, and management of Customer project tasks is the responsibility of Customer. Customer will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed under the *Scope of Project* section, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under *Project Services*, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the periodic assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is encouraged to supervise the installation process while systems are accessible to Cartegraph. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of Cartegraph Project Services will not be impeded.
3. Customer understands that the successful performance of Project Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer shall install and network its own hardware and communications and this will not affect the timing or the delivery of Cartegraph services.
5. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting technology.
6. Customer shall ensure that their workstation platform and database meet Cartegraph published system requirements.

Cartegraph software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
7. Customer agrees to work with Cartegraph to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: October 31, 2013

Proposal Expiration Date: December 31, 2013

Contract No.: C1310009-1

	Purchase Type	Qty.	Unit Price	Total Price
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	License Transition Fee – Enterprise License Agreement (ELA)	1	\$35,000.00	\$35,000.00
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA), Cartegraph Cloud 11/29/13–2/9/15	1	\$41,904.11	\$41,904.11
Discount	Discount			(\$26,890.96)
Cartegraph Cloud Hosting	Cartegraph Cloud Unlimited 11/29/13–2/9/15	1	\$5,986.30	\$5,986.30
PROJECT SERVICES				
Implementation Services (Fee for Service)				
Implementation Services	Fixed Fee Service	1	\$38,000.00	\$38,000.00
Discount	Discount			(\$7,220.00)
ESTIMATED EXPENSES				\$8,220.00
YEAR 1 SUB-TOTAL				\$94,999.45
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA), Cartegraph Cloud 2/10/15–2/9/16	1	\$35,000.00	\$35,000.00
Discount	Discount			(\$2,000.00)
Cartegraph Cloud Hosting	Cartegraph Cloud Unlimited 2/10/15–2/9/16	1	\$5,000.00	\$5,000.00
YEAR 2 SUB-TOTAL				\$38,000.00
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA), Cartegraph Cloud 2/10/16–2/9/17	1	\$35,000.00	\$35,000.00
Cartegraph Cloud Hosting	Cartegraph Cloud Unlimited 2/10/16–2/9/17	1	\$5,000.00	\$5,000.00
YEAR 3 SUB-TOTAL				\$40,000.00

2013

2014

2015

2016

2016

2017

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Proposal, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of ELA Subscription, Maintenance or Support Services, if included, will commence upon execution of a proposal (unless listed differently in the *Investment Summary* above) and will continue for the term listed in the *Investment Summary* above. At the end of the term listed in the *Investment Summary* the Customer may renew at prices in effect at that time by execution of a new Enterprise License Agreement. The price in effect at that time will increase by the cumulative consumer price index (CPI) and will not increase by more than 10% over the previous term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

Payment Terms and Conditions

In consideration for the Services and Products provided by Cartegraph to Customer, Customer agrees to pay Cartegraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** The fixed fee service will be due in six (6) equal consecutive monthly payments beginning at the date of the execution of the agreement. If the service is completed prior to the installments being paid then the entire remaining balance will become due. The Enterprise License Agreement (ELA) Transition Fee will be due upon signing of a Proposal. The (ELA) Enterprise License Agreement will be due in annual installments 60 days prior to the anniversary of the initial term as follows:
 - a. \$35,000.00 due upon signing of a proposal for the ELA license Transition fee.
 - b. \$20,999.45 – Year 1 pro-rated maintenance (\$8,249.30 due 11/29/13 and \$12,750.15 due 2/10/14).
 - c. \$38,000.00 – Year 2 maintenance due 2/10/15.
 - d. \$40,000.00 – Year 3 maintenance due 2/10/16.
3. **Expenses:** In providing the services included in this Proposal, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. Estimated expenses noted in the table above include six (6) trips to Customer's site.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 4th day of February, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and Cartegraph Systems, Inc. located at 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on December 11, 2013, the County entered into a Service Agreement with Cartegraph Systems, Inc. to provide the software products, implementation, technical and support services described in Proposal #C1310009-1 dated October 31, 2013, necessary to upgrade the Transportation Asset Management System; and,

WHEREAS, the term of the agreement expires on February 9, 2015; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through February 9, 2017 to provide software enterprise support and services for the Transportation Asset Management System.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the Enterprise Software support and services for the Transportation Asset Management System provided under this First Addendum in accordance with Section IV of the Service Agreement. Adams County will pay the Contractor \$38,000 for 2015 services and support and \$40,000 for services and support in 2016. Payment for the 2016 software services and support are subject to the approval of the 2016 budget appropriation.
2. The term of the Service Agreement is extended through February 9, 2017.
3. The Service Agreement and this First Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

Board of County Commissioners


Chairman

2-4-14
Date

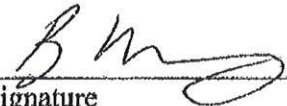
ATTEST:
STAN MARTIN
CLERK AND RECORDER


Deputy Clerk

Approved as to form:


Adams County Attorney's Office

Cartegraph Systems, Inc.


Signature

2/4/15
Date

Signed and sworn to before me on this 3rd day of February, 2015 by

Ben Murray
Mary Jo Smock Mary Jo Smock
Notary Public
My commission expires on: 8/5/17



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Cambridge Systems Inc 2/4/11
Company Name Date

Ben Murray
Name (Print or Type)

B Murray
Signature

VP/CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Cartègraph

Cartegraph Systems, Inc.

Software and Services Proposal C1310009-1

Prepared for Adams County, CO

October 31, 2013

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003
800.688.2656 | 563.556.8120 | 563.556.8149 fax
www.cartegraph.com

Table of Contents

Software and Services Proposal	4
Scope of Project	4
Software Products	4
Project Services	5
Customer Responsibilities	5
Investment Summary	7
Not-to-Exceed Proposal.....	8
Software Subscription, Maintenance and Support Services Terms/Renewal.....	8
Payment Terms and Conditions.....	8
General Terms.....	9

Software and Services Proposal

Cartegraph is pleased to present this Proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between Adams County, hereinafter referred to as "Customer" or "Licensee," whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "Cartegraph."

Customer address:

Adams County
4955 B 74th Street
Commerce City, CO 80222

Licensee address:

Same

Scope of Project

Software Products

Cartegraph Software Enterprise License

Cartegraph will provide and deliver licenses to use the Software Products and in the quantities listed in the *Investment Summary*. Software Products are developed and supported products available from Cartegraph.

The Cartegraph Software Enterprise License provides the following benefits for the term of your subscription:

1. Use of Cartegraph software including all enhancements and updates.
2. Comprehensive telephone and online technical support. Customer will receive unlimited toll-free support via phone, fax or e-mail through the Cartegraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:00 a.m. – 7:00 p.m. Central time by dialing 877- 647-3050. You can also submit questions/issues via fax at 563-556-8149, or by email to support@cartegraph.com.
3. Problem resolution using remote software tools, as applicable. Cartegraph utilizes a variety of methods/tools for remote diagnostics of client systems:
 - a. WebEx Meeting technology enables users to collaborate online with Cartegraph's Technical Support staff in real time between individuals or groups.
 - b. WebEx Support technology enables users to click a link on the Cartegraph web site, allowing direct connection with Cartegraph's Technical Support staff.
 - c. Cartegraph staff can also VPN in to client networks with appropriate authorization.
 - d. Clients can email their Application Log and trace files so that Cartegraph staff can review how the system was being used before an issue arose.
 - e. Cartegraph's password-protected FTP site can also be used for client data communication.
4. Notification of the availability of free software enhancements and upgrades.
5. Support assistance with software upgrades. Cartegraph Help Desk support staff will answer your questions and guide you through the process to upgrade your software to the latest release.
6. Access to a password-protected, clients-only web site. The Client Support Center at www.cartegraph.com includes online access for reporting and tracking your cases, product troubleshooting information, software downloads, training opportunities, and access to knowledgebase articles.
7. Free web-based training opportunities. An ongoing schedule of WebEx training sessions on topics such as Forms & Filters, Data Entry Options, Getting Started with Work Management, Reporting Options and more is available at the clients-only Client Support Center web site at no additional charge.
8. Free attendance at regional User Group meetings. Cartegraph holds User Group meetings throughout North America each year and Software Subscription Plan clients can attend free of charge. These events bring current users together to share their experiences and provide additional training opportunities.
9. Special registration discounts to other Cartegraph conferences and workshops.

Project Services

Implementation Services (Fee for Service)

The Fee for Service Implementation Services as listed in the *Investment Summary* are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in this Proposal's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Implementation Services:

Implementation of our Operations Management System (OMS) - Advanced Cloud Edition includes the following:

- Hosted Installation support
- System navigation training
- System dashboard training
- Security roles training and support
- Implementation and training on the Request Management portion of the system
- Implementation and training on the Work Management portion of the system
- Implementation and training on the Pavement Asset Applications and two additional Asset Applications
- Implementation and training on Cartegraph for iPad
- Provide standard data conversion of Navigator data on the specifications outlined in the OMS Standard Conversion document
- Training on system reports and on-screen analytics
- Create up to two custom reports
- Access to the Cartegraph App Catalog when available
- Use of either Google or ESRI mapping within the system
- Training on the Citizen Request portal for smartphones and web
- Dedicated Cartegraph Project Manager to facilitate the resource scheduling, timing and other project tasks
- Training and consultation done via web and during two 2-day customer onsite days
- Cartegraph staff will provide four, two-day onsite support and consultation services for additional training, configurations and implementation for your current project. These onsites will occur three months after production use of system, six months after production use of systems, nine months after production use of system, then twelve months after production use of system.

During the duration of the project, the client will appoint a project coordinator to be responsible for the following aspects of the project:

- Approve the Project Status Report
- Authorize the project work
- Acceptance of deliverables defined in the Project Status Report
- Ensure the project is in compliance with and satisfies the requirements of the Project Status Report
- Consult with the Cartegraph Project Manager on a continuing basis
- Provide leadership on all issues related to the client, such as policy, organization, staff, technical architecture, data, and current systems.
- Monitor progress of the project, including the review of Cartegraph regular status reports and managing internal resources.

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of Customer resources, and management of Customer project tasks is the responsibility of Customer. Customer will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed under the *Scope of Project* section, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under *Project Services*, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the periodic assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is encouraged to supervise the installation process while systems are accessible to Cartegraph. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of Cartegraph Project Services will not be impeded.
3. Customer understands that the successful performance of Project Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer shall install and network its own hardware and communications and this will not affect the timing or the delivery of Cartegraph services.
5. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting technology.
6. Customer shall ensure that their workstation platform and database meet Cartegraph published system requirements.

Cartegraph software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
7. Customer agrees to work with Cartegraph to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: October 31, 2013

Proposal Expiration Date: December 31, 2013

Contract No.: C1310009-1

	Purchase Type	Qty.	Unit Price	Total Price
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	License Transition Fee – Enterprise License Agreement (ELA)	1	\$35,000.00	\$35,000.00
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA), Cartegraph Cloud 11/29/13–2/9/15	1	\$41,904.11	\$41,904.11
Discount	Discount			(\$26,890.96)
Cartegraph Cloud Hosting	Cartegraph Cloud Unlimited 11/29/13–2/9/15	1	\$5,986.30	\$5,986.30
PROJECT SERVICES				
Implementation Services (Fee for Service)				
Implementation Services	Fixed Fee Service	1	\$38,000.00	\$38,000.00
Discount	Discount			(\$7,220.00)
ESTIMATED EXPENSES				\$8,220.00
YEAR 1 SUB-TOTAL				\$94,999.45
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA), Cartegraph Cloud 2/10/15–2/9/16	1	\$35,000.00	\$35,000.00
Discount	Discount			(\$2,000.00)
Cartegraph Cloud Hosting	Cartegraph Cloud Unlimited 2/10/15–2/9/16	1	\$5,000.00	\$5,000.00
YEAR 2 SUB-TOTAL				\$38,000.00
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA), Cartegraph Cloud 2/10/16–2/9/17	1	\$35,000.00	\$35,000.00
Cartegraph Cloud Hosting	Cartegraph Cloud Unlimited 2/10/16–2/9/17	1	\$5,000.00	\$5,000.00
YEAR 3 SUB-TOTAL				\$40,000.00

2013

2014

2015/
20162016/
2017

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Proposal, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of ELA Subscription, Maintenance or Support Services, if included, will commence upon execution of a proposal (unless listed differently in the *Investment Summary* above) and will continue for the term listed in the *Investment Summary* above. At the end of the term listed in the *Investment Summary* the Customer may renew at prices in effect at that time by execution of a new Enterprise License Agreement. The price in effect at that time will increase by the cumulative consumer price index (CPI) and will not increase by more than 10% over the previous term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

Payment Terms and Conditions

In consideration for the Services and Products provided by Cartegraph to Customer, Customer agrees to pay Cartegraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** The fixed fee service will be due in six (6) equal consecutive monthly payments beginning at the date of the execution of the agreement. If the service is completed prior to the installments being paid then the entire remaining balance will become due. The Enterprise License Agreement (ELA) Transition Fee will be due upon signing of a Proposal. The (ELA) Enterprise License Agreement will be due in annual installments 60 days prior to the anniversary of the initial term as follows:
 - a. \$35,000.00 due upon signing of a proposal for the ELA license Transition fee.
 - b. \$20,999.45 – Year 1 pro-rated maintenance (\$8,249.30 due 11/29/13 and \$12,750.15 due 2/10/14).
 - c. \$38,000.00 – Year 2 maintenance due 2/10/15.
 - d. \$40,000.00 – Year 3 maintenance due 2/10/16.
3. **Expenses:** In providing the services included in this Proposal, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. Estimated expenses noted in the table above include six (6) trips to Customer's site.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.