



Town Of Los Gatos

Cartegraph Software and Services Contract

PA#: PA-2184

Date: 11/18/2019

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003

cartegraph.com

800 688.2656
563 556.8120
Fax 563 556.8149

EXHIBIT A

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **Town Of Los Gatos** (hereinafter referred to as **Customer**) and **Cartegraph Systems LLC** (hereinafter referred to as **Cartegraph**). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement different from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

Town Of Los Gatos
41 Miles Avenue
Los Gatos, CA
95030

LICENSEE ADDRESS:

Town Of Los Gatos
41 Miles Avenue
Los Gatos, CA
95030

Investment Summary

The addendums attached here to include:

- Addendum A - Support Services
- Addendum B - Field Services

Product		Year 1	Year 2	Year 3	Year 4	Year 5
OMS Plus	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 9,070.62	USD 9,342.75	USD 9,623.02	USD 9,911.71	USD 10,209.06
Internal Requests	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 247.07	USD 254.48	USD 262.11	USD 269.98	USD 278.07
Asset Condition Manager and Adv Inspections	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 494.14	USD 508.96	USD 524.24	USD 539.96	USD 556.16
Automation Manager	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 741.21	USD 763.44	USD 786.35	USD 809.94	USD 834.24
OMS User	Quantity	25.00	25.00	25.00	25.00	25.00
	Price	USD 11,000.00	USD 11,330.00	USD 11,669.90	USD 12,020.00	USD 12,380.60
Facilities	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,964.83	USD 3,053.78	USD 3,145.39	USD 3,239.75	USD 3,336.95
Parks & Recreation	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 1,235.35	USD 1,272.41	USD 1,310.58	USD 1,349.90	USD 1,390.39
Signal	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 1,482.42	USD 1,526.88	USD 1,572.69	USD 1,619.87	USD 1,668.47
Stormwater	Quantity	1.00	1.00	1.00	1.00	1.00

Product		Year 1	Year 2	Year 3	Year 4	Year 5
	Price	USD 2,964.83	USD 3,053.78	USD 3,145.39	USD 3,239.75	USD 3,336.95
Transportation	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,223.62	USD 2,290.34	USD 2,359.05	USD 2,429.82	USD 2,502.71
Walkability	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 741.21	USD 763.44	USD 786.35	USD 809.94	USD 834.24
Systems Integration Support	Quantity	0.00	1.00	1.00	1.00	1.00
	Price	USD 0.00	USD 1,000.00	USD 1,030.00	USD 1,060.90	USD 1,092.73
TOTAL:		USD 33,165.30	USD 35,160.26	USD 36,215.07	USD 37,301.52	USD 38,420.57

Product	Quantity	Price
Systems Integration Service	1.00	USD 1,000.00
TOTAL:		USD 1,000.00

NOTES:

- The pricing listed above does not include applicable sales tax.
- The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
- Hosting includes 250GB of available file storage. If additional storage is required, the Organization can purchase in 1TB increments.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

I. DELIVERY

Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.

II. SERVICES SCHEDULING

Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.

III. SOLUTIONS INVOICING

The fee for solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:

1. \$34,165.30 due upon execution of the Purchase Agreement.
2. \$35,221.16 15 days prior to 1st year anniversary of term start date.
3. \$36,310.58 due 15 days prior to 2nd year anniversary of term start date.
4. \$37,434.68 due 15 days prior to 3rd year anniversary of term start date.
5. \$38,594.62 due 15 days prior to 4th year anniversary of term start date.

IV. FIELD SERVICES INVOICING

Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:

1. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.

VI. PAYMENT TERMS

All payments are due Net 30 days from start date of invoice.



BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: <https://www.cartegraph.com/solutions-agreement/>. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH:

Cartegraph Systems LLC

By: _____
(Signature)

Mitch Bradley

(Type or Print Name)

Title: **SVP of Sales & Marketing**

Date: _____

CUSTOMER:

Town Of Los Gatos

By: _____
(Signature)

Laurel Prevetti,

(Type or Print Name)

Title: **Town Manager**

Date: _____

Recommended by:

Matt Morley, Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk

Cartegraph Systems LLC

Addendum A - Support Services

Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.campus.cartegraph.com

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

c. Support via Case Submittal or Email

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at support@cartegraph.com.

2. Training & Education Services

a. Convenient Online Resources:

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups

: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases:

Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.

ii.

On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

b. Service Packs:

A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i.

If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

c. Hot Fixes:

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Cartegraph Systems LLC

Addendum B - Field Services

(Fee for Service)

Cartegraph Field Services – Scope of Work

The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph - Scope of Work

The scope of work includes the following professional services:

- Cartegraph staff will provide a uni-directional (one-way) Integration Service between FuelMaster and Cartegraph. The integration includes:
 - A one-way integration of data from the source system to Cartegraph
 - Up to 12 fields in the same Cartegraph recordset (IE: Equipment table and Equipment's Fuel Log table)
 - A sync using a unique ID
 - If ID exists; information will be updated
 - If ID does not exist; Cartegraph will create a record or produce an error message
 - A customer-configurable runtime interval for the sync

All data must be accessible to the Cartegraph service from a SQL DB, SQL View, or a Comma Delimited File

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

Not-to-Exceed Purchase Agreement

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