



Contract Number

SAP Number
4400014963

Public Works

Department Contract Representative	Melissa Walker, Deputy Director, Public Works Operations
Telephone Number	387-8094
Contractor	Cartegraph Systems LLC
Contractor Representative	Christina Clark
Telephone Number	(800) 688-2656
Contract Term	Sept 1, 2020 through August 31, 2025
Original Contract Amount	\$1,325,000
Amendment Amount	
Total Contract Amount	
Cost Center	6650002000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to purchase and implement an Asset Maintenance Management and Capital Improvement Project Planning System; and

WHEREAS, the County conducted a competitive process to find Cartegraph Systems, LLC (Contractor) to provide this system and these implementation services, and

WHEREAS, the County finds Contractor qualified to provide an Asset Maintenance Management and Capital Improvement Project Planning System and Implementation Services; and

WHEREAS, the County desires that such software system and implementation services be provided by Contractor and Contractor agrees to provide the software and perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions and in the following attachments and or exhibits:

ATTACHMENT A	Scope of Services
Exhibit 1	Assets
Exhibit 2	Data Model
Exhibit 3	Required/Recommended Data Attributes
Exhibit 4	Responsibilities for Success
ATTACHMENT B	Schedule of Fees
ATTACHMENT C	Cloud Services Terms and Conditions
ATTACHMENT D	Solutions Agreement
Addendum A	Support Services

A. DEFINITIONS

- A.1** Asset Management System (AMS): Modules configured to track, monitor and manage the condition and maintenance history of specific types of County assets.
- A.2** ESRI GIS/ ArcGIS Online (AGOL) Geodatabase: Geographic Information System (GIS) platform provided by Earth Science Research Institute (Esri) that hosts location-based data files. The County enterprise standard is Enterprise ArcGIS Online (AGOL).
- A.3** Operations Management System (OMS): Platform that includes the Request, Work, Resource and Asset Management areas of the software solutions.
- A.4** SeeClickFix (SCF): Integrated third-party solution that includes a mobile application for citizen reporting and requests for service.
- A.5** Services: The Solutions and Services defined in this Contract and Attachments.
- A.6** Solutions: The Functionality, Subscription Licensing, Access and/or Third Party Offerings defined in this Contract and Attachments.

B. CONTRACTOR RESPONSIBILITIES

B.1 KEY FUNCTIONAL OBJECTIVES of the Department shall be met by off-the-shelf software and/or system configuration for the following software solutions with an active subscription licensed for 200 named users and subject to the terms of Attachment A – Scope of Services:

B.1.1 Operations Management Solution Premium - Shall include the following functionality:

B.1.1.1 Internal Request Management Solution

B.1.1.2 Capital Project and Program Management - Scenario Builder Solution

B.1.2 Mobile Field Access Applications - Shall include the following functionality:

B.1.2.1 Cartegraph for iPad

B.1.2.2 Cartegraph One

B.1.3 Resource Management - Shall include the following functionality:

B.1.3.1 Staff

B.1.3.2 Vehicles

B.1.3.3 Equipment

B.1.3.4 Materials

B.1.4 Citizen Reporting Solution - Shall include the following functionality:

B.1.4.1 SCF Active license subscription for County population of up to 4,999,999

B.1.4.2 Concurrent licensing for 100 external request users

B.2 ASSET MANAGEMENT SOLUTION implemented with an active subscription licensed for 200 named users and subject to the terms of Attachment A – Scope of Services, Exhibit 1 Assets shall include:

B.2.1 Flood Protection

B.2.2 Signal Domain

B.2.3 Stormwater Domain

B.2.4 Transportation Domain

B.2.5 Walkability Domain

B.3 SYSTEMS INTEGRATION SUPPORT implemented as detailed in Attachment A – Scope of Services shall include:

B.3.1 Standard, bi-directional (two-way) integration between AGOL and Cartegraph as detailed and subject to the terms of Attachment B – Scope of Services.

B.3.2 Standard, bi-directional (two-way) integration between WinCAMs and Cartegraph as detailed and subject to the terms of Attachment B – Scope of Services.

B.3.3 Single point-of-contact support for third-party SeeClickFix integration

B.4 IMPLEMENTATION SERVICES shall include the following tasks and be subject to the terms of Attachment A – Scope of Services:

B.4.1 Task 1 - Project Management

B.4.2 Task 2 – Test Plan

B.4.3 Task 3 - Report Development

B.4.4 Task 4 – System Set-up, Installation and Configuration

B.4.5 Task 5 – Data Services

B.4.6 Task 6 - Training

B.4.7 Task 7 – Extended End User Training

B.4.8 Task 8 - User Acceptance and Initial Go-live Support

B.4.9 Task 9 – Integration Services

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Neither party may assign any of its rights or obligations hereunder, without the other party's written consent (not to be unreasonably held), with the following exception: assignment may be made without prior County approval due to operation of law, corporate reorganization, consolidation, merger, or sale of all its assets provided that advance notice is given to the County.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and

shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The Director of Public Works or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.16.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.16.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of

drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award

process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Reserved

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.28 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract,

that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.31 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.37.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.44 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

C.45 Reserved

C.46 Reserved

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.48 Reserved

D. TERM OF CONTRACT

This Contract is effective as of 09/01/2020 and expires 08/31/2025 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 The County agrees to work with Contractor to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the Contract effective date.

E.2 The County shall abide by the terms for access and use of the Solutions per the Attachment D - Solutions Agreement. In the case that any terms or conditions provided in the Attachment D - Solutions Agreement different from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Contract, the terms in this Contract shall control. For all terms and conditions not addressed by this Contract, the Attachment D - Solutions Agreement shall control.

E.3 The County agrees to pay Contractor all fees specified in this Contract for the Solutions and Implementation Services set forth in the Attachment A – Scope of Services in U.S. Dollars, upon the approval of a properly prepared invoice subject to the requirements of Article F, as agreed to in Attachment B – Schedule of Fees.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$1,325,000, plus any approved changes or additions, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein and detailed in Attachment B – Fee Schedule, shall be payment in full for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Contractor shall invoice as follows:

F.2.1 Solutions Invoicing - The fee for solutions shall be due in annual installments, 15 days prior to the anniversary of the initial term as follows:

F.2.1.1 \$221,154.63 due at the contract term effective date.

F.2.1.2 \$227,789.27 due 15 days prior to the 1st year anniversary of term start date.

F.2.1.3 \$234,622.95 due 15 days prior to the 2nd year anniversary of term start date.

F.2.1.4 \$241,661.63 due 15 days prior to the 3rd year anniversary of term start date.

F.2.1.5 \$248,955.84 due 15 days prior to the 4th year anniversary of term start date.

F.2.2 Field Services Invoicing – Invoicing for the Field Services shall occur upon execution of the Contract and shall be invoiced as follows:

F.2.2.1 25% due at the contract term start date.

F.2.2.2 25% at the completion of the assessment/delivery, or three (3) months from the term start date, whichever is sooner.

F.2.2.3 25% at the completion of the test deployment, or 4 months from the term start date, whichever is sooner.

F.2.2.4 25% at the completion of the production deployment, or 6 months from the term start date, whichever is sooner.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract. If Contractor is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Contract, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Contractor with a valid tax exemption certificate authorized by the appropriate taxing authority.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport. Contractor shall be reimbursed for any reasonable out-of-pocket costs, including travel, lodging and meals. Out of pocket expenses are billed based on actual costs incurred and are due separately, subject to the County's Travel Management Policy and within the limitations of the Attachment B – Fee Schedule, unless expressly approved in writing prior to the expense being incurred by Contractor.
- F.7** All Fees as set forth on each invoice issued by Contractor under this Contract will be due and payable by Customer in immediately available U.S. funds within 60 days of the date of invoice. If Customer has not made payment within 60 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Contractor to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Contractor (including upon any termination or suspension of this Agreement). If Contractor requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.
- F.8** Contractor may increase the Fees applicable to County to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. . If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Contractor of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of

a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or

- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Department of Public Works
Attn: Director
825 E. Third Street
San Bernardino, CA 92415

Cartegraph Systems, LLC.
3600 Digital Drive
Dubuque, IA 52003

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

CARTEGRAPH SYSTEMS, LLC

►

Curt Hagman, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Mitch Bradley

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title Senior Vice President, Sales & Marketing

By _____
Deputy

Dated: _____

Address CARTEGRAPH SYSTEMS, LLC
3600 DIGITAL DRIVE
DUBUQUE, IA 52003-8962

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____

Attachment A - Scope of Services

This Scope of Services (SOS) is entered into by and between the County of San Bernardino (County) and Cartegraph Solutions, LLC. (Contractor) to establish terms and conditions applicable to the implementation field Services (Services) required for the Asset Maintenance Management and Capital Improvement Project Planning Solution (System) to meet the business requirements of the County. The Services are subject to the limitations set forth in the Attachment D Solutions Agreement.

A. DEFINITIONS

- A.1** ArcGIS Online (AGOL): Earth Science Research Institute (ESRI) geographic information system (GIS) County standard for geodatabase interoperability.
- A.1** California Manual on Uniform Traffic Control Device (CA MUTCD): Provides uniform standards and specifications for all official traffic control devices across California. CA MUTCD codes may differ or conflict with federal standards.
- A.2** Cartegraph Operations Management System (OMS or System): The System that provides and controls asset maintenance management, work, requests, resources and planning functionality inclusive of supporting applications.
- A.3** Cost Accounting Management System (CAMS): The County maintains a SQL based cost accounting system, WinCAMS, that provides cost reporting to stakeholders and funding sources.
- A.4** County Maintained Road System (CMRS): The transportation network within County jurisdiction and maintenance responsibility area.
- A.5** Functional Objectives: The stated and specific intentions for how this project implementation will meet County business needs.
- A.6** Implementation Objectives: The stated and specific intentions for how the System features will be configured to meet County business needs.
- A.7** Pavement Condition Index (PCI): A numerical index that indicates the statistical measure of the overall condition of a segment of paved road.
- A.8** Technical Requirements: The stated technical and environment specifications that will support the installation and utilization of the System to meet Implementation and Functional Objectives.

B. PROJECT DESCRIPTION

B.1 Background Information

The County has selected the Contractor's solutions for comprehensive location-based System to more efficiently plan, manage and monitor its road asset and flood control asset maintenance operations and capital improvement programs. To that end, this Scope of Services provides Key Functional, Implementation, and Technical Objectives that will guide the System set-up and implementation Services.

B.2 Project Overview

The County intends to host a SQL-based system, deploy on-premise and manage system maintenance, integration with the County's AGOL geodatabase, licensing and user permissions,

common configuration tasks and reporting functions with County staff resources. This Scope of Services outlines how the County will partner with the Contractor to ensure that execution of the Project Plan will meet the complete range of required functionality to enable the System to:

- B.2.1** Integrate natively to current standards of ArcGIS Online ESRI products and provide bi-directional edit capabilities directly to and from the Enterprise AGOL database.
- B.2.2** Meet the Functional, Technical and Implementation requirements by configuring the existing commercial off-the-shelf software.
- B.2.3** Provide access to System data for report and query generation without the need for a programming specialist.
- B.2.4** Provide mobile technology for field crew end-users with limited connectivity.
- B.2.5** Track specific assets, including the ability to track condition attributes, work and maintenance history, cost of maintaining the asset and asset lifecycle management.
- B.2.6** Support mobile external (Citizen) and internal request management integration.

The Contractor shall be responsible for the final County-approved design, installation, implementation and commissioning of the Solution; including development of user acceptance testing, system integration and connectivity to existing resources, per **Article C – Implementation Tasks, Deliverables and Assumptions** of this SOS.

B.3 Key Functional Objectives

The following represents an overview of the essential software, system architecture, configuration and reporting objectives to guide implementation:

B.3.1 Work Management Solution should provide the organization with the ability to:

- Create and complete work associated to both assets and non-assets
- Create, assign, prioritize, reschedule, and complete work activities
- Associate multiple requests and tasks to work orders
- Project activities/scenarios with their cost, to maximize the life of assets
- Generate auto-notifications via email related to assigned and completed work

B.3.2 Asset Management Solution should provide the organization with the ability to:

- Create and modify asset inventories and track asset attributes with AGOL
- Associate asset to master/parent assets such as road segment and/or flood facility
- Assign performance curves to track asset condition, criticality, and useful life
- Trigger work, task or inspection based on condition, time, and usage
- Associate asset to requests, tasks, work order

See Exhibit 3 – Required/Recommended Data Attributes

B.3.3 Request Management – Citizen Reporting Solution should provide the ability to:

- Intake location-based requests from citizens through website and mobile applications for Android and iOS devices
- Validate requests against jurisdictional boundaries and provide rules-based request management for those outside of County responsibility areas
- Identify/avoid duplicate or redundant requests

B.3.4 Planning – Scenarios and Work Order Management should be configured for:

- Roll-up of work order activities for project/program level cost and progress tracking
- Review of costs versus completion status to monitor and manage project
- Tracking and reporting on budget - projected versus actual expended
- Generate real-time project/program status reporting by
 - i. Funding source
 - ii. Polygon area (Community, District, Maintenance Yard)

- iii. Asset, Asset type
- Monitor overall five-year capital improvement project budget utilization and status by funding source, phase and/or milestone.

B.3.5 Resource Management should:

- Track labor, equipment, and materials costs
- Allow for multiple labor rates
- Schedule shared equipment resources
- Expense equipment in either time or miles
- Create and modify routing for priority and efficiency
- Manage materials based on location
- Track material orders and location transfer
- Generate auto-notifications for material reorder alerts

B.3.6 Cartegraph One/Cartegraph for iPad should allow field staff to:

- Perform request tracking, update work, and inventory assets in the field
- Create and complete work, enter resources, create assets, and edit existing assets and attributes from mobile applications
- Ability to configure data in mobile application
- Offline capability for iPad application with robust data syncing

B.3.7 Reporting and Exporting Data option(s) should include:

- Standard reports out-of-the-box
- Ability for users to create and edit reports, field-level queries, sorts, and reports
- Tool for exporting reports or queries to MS Excel and/or Comma Separated Values
- Ability to view/add/edit/remove custom widgets for dashboard reporting

B.4 Key Technical Requirements

The following represents an overview of the essential software, system architecture, configuration and reporting objectives to guide implementation:

B.4.1 Server Environment specifications:

- On premises hosting in SQL Server environment
- Local control of database configuration
- Roles-based user administration with Active Directory integration

B.4.2 ESRI ArcGIS Online Integration requirements:

- Seamless two-way integration to County Enterprise AGOL
- Maintain version compatibility no less than 2 updates behind ESRI's most recent enterprise release
- Write directly to ESRI geodatabase publishing workflow

B.5 Key Implementation Objectives

The following represents an overview of the essential software, system architecture, configuration and reporting objectives to guide implementation:

B.5.1 Parent Asset Types require all labor, equipment and material costs to their associated Child Assets to roll up to the parent segment or facility. **See Exhibit 1 – Assets.**

B.5.1.1 CMRS Roads / Pavement Segments

B.5.1.2 Flood Control Facilities

B.5.2 Traffic Control Device Assets require classification by and must reference the most recent version of CA MUTCD codes. The County must be able to update the codes as

revisions are periodically issued by the California Department of Transportation. **See Exhibit 1 – Assets.**

B.5.3 Vehicles and Equipment are to be configured as both **assets** (require maintenance that *accumulate* cost) and **resources** (used to maintain other assets and *generate* cost).

B.5.4 Cost Accounting Integration will require configuration of the System to align with resources, geographical areas and funding sources.

B.5.6 Future Construction Project Management System integration will require alignment with the Solutions. **See Exhibit 2 – Data Model**

C. IMPLEMENTATION TASKS AND DELIVERABLES

Implementation of the Operations Management System (OMS) includes the following professional Services:

C.1 Task 1 – Project Management

An asset, operations and project/program management vision derived from internal stakeholder input and backed by department leadership will be collaboratively developed and adopted to guide project decision making. Upon acceptance of a Project Plan, developed in consultation with County public works staff, the successful Contractor will be required to commit to an agreed upon timeframe and author, edit, review and distribute project documentation and technical reports as needed. The project plan shall identify the Project Manager and team members.

C.1.1 The Contractor shall provide a three day provide a three-day (3-day) onsite requirement gathering workshop to increase understanding of County business and functional goals.

C.1.2 The County shall work collaboratively with Contractor to standardize data elements needed to meet County business needs and implement best practices for OMS, AMS, Cost Accounting and AGOL integration.

Deliverables to be collaborated on, reviewed and approved by the County:

C.1.2 Detailed Project Plan consistent with this Scope of Services.

C.1.3 Shared project collaboration website with access permissions for key County staff.

C.1.4 Project schedule with milestones and task completion expectations.

C.1.5 County resource commitment levels.

C.1.6 Detailed brief including any challenges as well as recommendations for OMS best practices relevant to the implementation.

C.1.7 Weekly status report format, indicating percentage of completion for each deliverable.

Assumptions

C.1.8 Contractor will not exceed the total for Professional Services as defined in **ATTACHMENT B – Schedule of Fees** of this Contract without written approval from the County. In the event that additional Service will be needed due to any changes in the terms of this SOS, Contractor will notify County prior to exceeding the approved Services.

C.1.9 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 herein.

C.1.10 Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed herein.

C.1.11 Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed herein.

C.2 Task 2 – Test Plan

A test plan is essential for system implementation success. The test plan shall be a component of the initial Project Plan and evolve and be defined as the project progresses, with any significant items to have defined test cases designed for technical staff and end-user to provide actionable feedback. The test plan is expected to remain within the scope of this Scope of Services and the Project Plan and address Key Functional, Technical and Implementation Objectives.

3 Task 3 – Report Development

The County expects that out-of-the-box reporting features will be robust and meet most needs. Reporting needs that are not met by the out-of-the-box system drive custom configuration. The Contractor will be required to actively work to meet any configuration challenges identified during Report requirements gathering and scoping.

Contractor will configure and provide the following custom reports:

C.3.1 Up to fifteen (15) custom reports to be determined within the implementation

County will provide:

C.3.2 Sample reports or mockups to assist Contractor with requirements gathering

Deliverables to be collaborated on, reviewed and approved by the County:

C.3.3 Report designs for 5 high complexity reports and 10 medium complexity reports

C.3.4 Any table modifications needed to meet design specifications.

C.4 Task 4 – System Set-up, Installation and Configuration

Task implementation is expected to remain within this Scope of Services and the Project Plan. Configuration needs that are out-of-scope must be clearly communicated by the Contractor and change orders issued and approved prior to proceeding with out-of-scope work. The intent of the County is to rely on off-the-shelf functionality, with a moderate amount of customization.

Contractor shall:

C.4.1 Provide a review, typically up to two (2) hours, of our technical specifications with your technical staff to answer any questions and verify your environment is ready for the software's installation.

C.4.2 Guide County technical staff through the installation and setup of Cartegraph software in Test and Production environment.

C.4.3 Provide an overview, up to two (2) hours, of OMS and AGOL user-based logins and User/Role functionality.

C.4.4 Provide a template file to be utilized to populate Roles and Users for OMS.

C.4.5 Utilize the template to create initial users and roles in OMS. Subsequent users and roles changes/additions/maintenance shall be County responsibility.

C.4.6 Provide documentation and guidance, up to four (4) hours, for County technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/AGOL integration functionality and requirements.

C.4.7 Setup the OMS System, including the Internal and Citizen Request, Work, Resource, and Asset Management areas of the software.

Deliverables to be collaborated on, reviewed and approved by the County:

C.4.8 Custom templates for data loads to be performed in **C5. Task 5 – Data Services**

Assumptions, Requirements and Considerations acknowledged by the County:

C.4.9 Asset Management solutions will be setup for all solutions referenced in **Exhibit 1 - Assets**.

C.5 Task 5 – Data Services

Contractor will provide data services as defined in project planning for data dictionary, data mapping and conversion strategies.

C.5.1 Contractor shall perform one test and one production data load service through standard import/export functionality for standardized data sets including:

C.5.1.1 Parent level asset records such as Flood Control Facilities and Road Segments

- Spatial (x,y) location attributes
- Key dates

C.5.1.2 Second level asset records such as Traffic Control, Stormwater, Channel & Basin components

- Spatial (x,y) location attributes
- Key dates

C.5.1.3 Standard system libraries

C.5.2 Using templates developed in **Task 4 – System Set-up, Installation and Configuration** populated by County Public Works staff, Contractor will load the data into the test or production environment for data sets configured to integrate with existing systems including:

C.5.2.1 Parent level resource records

- Labor (Staff)
- Equipment
- Material
- Vendor

C.5.2.2 Resource rates

- Applied labor
- External labor
- Applied equipment
- External equipment
- Material

C.5.2.3 Additional cost accounting elements

- Activities
- Workorders

C.5.2.4 Additional system libraries that interact with or are impacted with reporting, interface and capital project management goals defined within this SOS.

C.5.3 Contractor will provide the following data services to load County pavement data and traffic asset data into Cartegraph OMS. In order to complete this critical task successfully, Contractor shall:

C.5.3.1 Provide a template file to third-party vendors, so that traffic asset and pavement data can be delivered in the required format.

C.5.3.2 Provide a review, not to exceed two (2) hours, of OMS data requirements to County and third-party vendor staff.

C.5.3.3 Provide a field map review, not to exceed two (2) hours, to identify the OMS destination fields for up to 10 additional data attributes which may have been collected.

C.5.3.4 Provide a one-time data load into the customer's test environment.

C.5.3.5 Provide a one-time data load into the customer's production environment.

Assumptions, Requirements and Considerations

C.6 The County acknowledges that the following constraints apply to the scope of data services to be provided by Contractor. For further detail on field mapping see **Exhibit 3 – Required / Recommended Data Attributes**.

C.6.1 This SOS is isolated to data load activities and does not include any manipulation of collected data.

C.6.2 If Pavement spatial data is not provided, and does not currently exist in the customer

OMS database, Contractor will load Pavement condition data without impacting the existing spatial implementation.

C.6.3 Prior to collection efforts, third-party vendors must ensure collected data can be linked to a Cartegraph OMS Pavement ID.

C.6.4 Cartegraph OMS calculates PCI values based on the ASTM-6433-11 – Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys standard. Data collection firms are required to provide Distress, Severity, and Extent values as specified by the aforementioned standard.

C.6 Task 6 – Training

The training plan shall be a component of the initial Project Plan, then evolve and be defined as the project progresses. Training is expected to be roles-based with realistic permissions in place. Training is expected for technical staff as well as supervisors. End-user training will be accomplished by the Contractor using the 'train-the-trainer' methodology during initial implementation. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in Exhibit 1 - Assets.

Contractor shall provide training for:

C.6.1 Overall System Navigation and Functionality: Remote train-the-trainer training, up to four (4) hours, to familiarize staff with the software environment and its common functions. Training topics shall include:

C.6.1.1 Login/Permissions

C.6.1.2 Dashboards

C.6.1.3 System Navigation including Requests, Work, Assets, Resources, Reports, and Administrator Tabs

C.6.1.4 Layers, Filters, Maps

C.6.1.5 Grids and Views with List and Detail

C.6.1.6 Standard Reports

C.6.1.7 Attachments

C.6.2 OMS ESRI AGOL Integration Functionality: Remote train-the-trainer training, up to two (2) hours. Training topics shall include:

C.6.2.1 OMS ESRI integration configuration options

C.6.2.2 Integration functionality (basemap and feature)

C.6.2.3 Overall ESRI AGOL integration requirements, considerations, and Cartegraph recommended best practices.

C.6.3 Onsite Three-day (3-day) "train-the-trainer" Training Event:

Onsite training agenda will be defined and agreed upon by Contractor and County Project Manager. Topics may include:

- C.6.3.1** Request Management
- C.6.3.2** Work Management
- C.6.3.3** Asset Management
- C.6.3.4** Resource Management
- C.6.3.5** Cartegraph for iPad and Cartegraph One
- C.6.3.6** Administrator

C.6.4 OMS Reporting Functionality: Remote train-the-trainer training, up to ten (10) hours. Training topics shall include:

- C.6.4.1** Security Roles
- C.6.4.2** Report Designer: Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
- C.6.4.3** Report Viewer
- C.6.4.4** Reporting best practices, solution tips/tricks

C.6.5 SeeClickFix Request Functionality: Remote train-the-trainer training, up to eight (8) hours. Training topics shall include:

- C.6.5.1** Administrator functions
- C.6.5.2** Web-Based Customer Relationship Management (CRM)
- C.6.5.3** Recommended best practices for citizen engagement and request management
- C.6.5.4** Supporting services related to mobile app configuration and citizen engagement marketing materials.

C.6.6 Advanced Resources Functionality: Remote train-the-trainer training, up to twelve (12) hours. Training topics shall include:

- C.6.6.1** Material Locations
- C.6.6.2** Material Transfers
- C.6.6.3** Material Orders
- C.6.6.4** Settings; Vendor Price Quotes, Re-order points
- C.6.6.5** Recommended best practices for advanced resource management

C.6.7 Advanced Asset Functionality: Remote train-the-trainer training, up to eight (8) hours. Training topics shall include:

- C.6.7.1** Preventive Maintenance
- C.6.7.2** Performance Management
 - C.6.7.2.1** Prediction Groups
 - C.6.7.2.2** Minimum Condition Groups
 - C.6.7.2.3** Activities and Impacts
 - C.6.7.2.4** Criticality Factor
 - C.6.7.2.5** Install/Replaced Dates
- C.6.7.3** Recommended best practices for advanced asset management

C.6.8 Advanced Work Functionality: Remote train-the-trainer training, up to sixteen (16) hours. Training topics shall include:

- C.6.8.1** Scenario Builder Settings
 - C.6.8.1.1** Prediction Groups
 - C.6.8.1.2** Minimum Condition Groups

- C.6.8.1.3** Activities and Impacts
- C.6.8.1.4** Criticality Factor
- C.6.8.1.5** Install/Replaced Dates
- C.6.8.2** Scenario Builder Scenarios
 - C.6.8.2.1** Scenario Types
 - C.6.8.1.2** Plan Years and Budgets
 - C.6.8.1.3** Data Exports
- C.6.8.3** Recommended best practices for advanced work management

Deliverables to be collaborated on, reviewed and approved by the County.

C.6.9 OMS Test Environment: Installed on County server with all modules enabled and connected to test AGOL environment, Cartegraph for iPad and SeeClickFix

C.6.10 Training Plan: Schedule for remote sessions and agenda for On-Site Training

C.7 Task 7 – Extended End User Training

The training plan shall be a component of the initial Project Plan, then evolve and be defined as the project progresses. Contractor shall provide:

C.7.1 One (1) separate three-day (3-day) onsite event for end user training. The agenda will be defined, and agreed upon by the County and Contractor Project Managers. Topics may include:

- C.7.1.1** Project or implementation consulting
- C.7.1.2** System configuration
- C.7.1.3** Training

County acknowledges that training for Assets not listed in **Exhibit 1 – Assets** will not be provided within this Scope of Services.

C.8 Task 8 – User Acceptance and Initial Go-live Support

A well-implemented system is the overall goal of this Scope of Service. The user acceptance testing and go-live plan shall be a component(s) of the initial Project Plan, then evolve and be defined as the project progresses.

Contractor shall provide:

C.8.1 One (1) separate three-day (3-day) onsite event for go live support. The agenda will be defined, and agreed upon by the County and Contractor Project Managers. Topics may include:

- C.8.1.1** Refresher training for items within this Scope of Services
- C.8.1.2** Software and process support for staff during production roll-out
- C.8.1.3** Field, layout and report configuration guidance

Deliverables to be collaborated on, reviewed and approved by the County:

- C.8.1.3** User acceptance testing action items
- C.8.1.4** Go-live plan

C.9 Task 9 – Integration Services

Contractor will provide the following standard, bi-directional (two-way) integration to WinCAMs Cost Accounting Management System (CAMS). For additional detail see **Exhibit 2 - Data Model**.

C.9.1 The standard integration between WinCAMs and Cartegraph OMS includes the following integration points:

C.9.1.1 CAMS Project Ledger will be brought in as a Work Order in OMS via a flat file.

- New/modified WinCAMs project data will flow to OMS Work Order
- Initial data load is referenced in **C.5 Task 5 – Data Services**

C.9.1.2 CAMS Employee Assignment (Job Class) and Rate detail will be brought in as Labor Records and corresponding Labor Rates into OMS using a unique identifier via flat file.

- New/modified CAMS Employee Master Assignment (Job Class) and Rate detail will flow to Cartegraph for scheduled import to update OMS Resources.
- Initial data load is referenced in **C.5 Task 5 – Data Services**

C.9.1.2 New and/or modified CAMS Equipment Master records and rates will be brought into OMS Assets and OMS Resources using a unique identifier via flat file.

- Initial data load is referenced in **C.5 Task 5 – Data Services**

C.9.1.3 Cartegraph Labor Logs, Equipment Logs, and Material Logs will be exported to separate CSV files on a daily or weekly basis and WinCAMs will import the files into their system.

- Contractor will build up to three (3) automations to assist with the Log Exports.

Assumptions

C.9.2 The County and Contractor each acknowledge that the Data Integration scope of services included in this SOS include the following assumptions:

C.9.2.1 The integration includes up to twelve (12) fields in per integration point.

C.9.2.2 Contractor will provide an error logging capability to easily identify potential integration issues.

C.9.2.3 Contractor will provide a customer-configurable time interval to manage integration frequency.

C.9.2.4 Contractor is not responsible for Task Creation on the Work Orders created by the Project Ledger import.

C.9.2.5 CAMS has a manual or scheduled process to export/import the flat files that are part of this integration.

Exhibit 1 - Assets

Cartograph will provide installation and training on the following asset types:

Transportation Domain

- 1) Bridge
- 2) Light Fixture
- 3) Marking
- 4) Pavement
- 5) Pavement Area
- 6) Sign
- 7) Support
- 8) Guardrail
- 9) Curbs
- 10) Medians

Signals

- 1) Signal Cabinets
- 2) Signal Controllers
- 3) Signal Heads
- 4) Signal Monitors
- 5) Signal Preemption
- 6) Signal Traffic Cameras
- 7) Signal Traffic Detectors
- 8) Signalized Intersections

Walkability

- 1) Sidewalk
- 2) ADA Ramps
- 3) Fence

Flood Control Domain

- 1) Floodwall
- 2) Flood Levee Embankment
- 3) Flood Pump Station
- 4) Flood Protection Pump
- 5) Flood Protection Generator
- 6) Flood Protection Gate
- 7) Down Ramps
- 8) Gauges and Recording Units

Stormwater

- 1) Storm Basin
- 2) Storm Channel
- 3) Storm Culvert
- 4) Storm Facility
- 5) Storm Inlet
- 6) Storm Manhole
- 7) Storm Outlet
- 8) Storm Pipe
- 9) Storm Pump

Cartograph will provide up to five (5) field configurations for each asset type listed above.

Exhibit 2 - Data Model

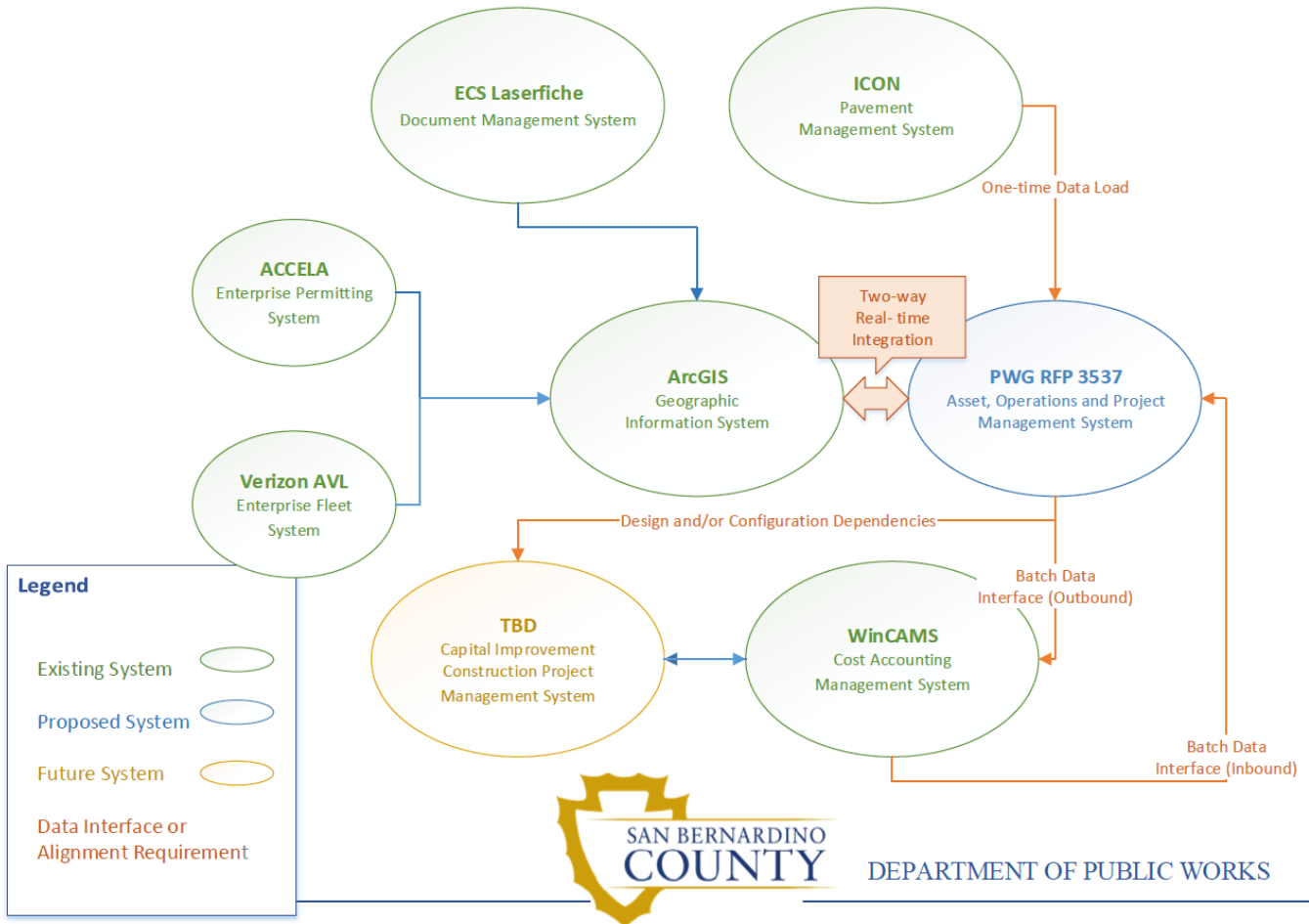


Exhibit 3 Required / Recommended Data Attributes

PAVEMENT INVENTORY TABLE			
NAME	DATA TYPE	DESCRIPTION	NOTE
Cartegraph ID *	Text	Unique identifier for Cartegraph pavement (section) record.	This ID will be used to link all associated roadway section related tables
Pavement Length*	Quantity (number w/unit)	Length of pavement section	Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)
Pavement Width*	Quantity (number w/unit)	Width of pavement section	Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)
Pavement Classification*	Text (Lookup)	Pavement Classification value for Cartegraph Pavement record	Default values: -Asphalt -Brick and Block -Concrete -Earth -Gravel
Function Classification*	Text (Lookup)	Functional Classification value for Cartegraph Pavement record	Default values: -Rural Arterial -Rural Collector -Rural Local -Urban Arterial -Urban Collector -Urban Local
Street	Text (Lookup)	Street name for Cartegraph Pavement record	
Street Ahead	Text (Lookup)	Street Ahead name for Cartegraph Pavement record	This refers to the intersecting street ahead (limits).
Street Back	Text (Lookup)	Street Back name for Cartegraph Pavement record	This refers to the intersecting street back (limits).
Construction Date	Date	Construction date helps establish a baseline for each asset	This baseline is crucial when managing condition and deterioration of high cost, high impact assets.

PAVEMENT DETAILED DISTRESS TABLE

NAME	DATA TYPE	DESCRIPTION	NOTE
Cartegraph ID *	Text	Unique identifier for Cartegraph pavement (section) record.	This ID will be used to link all associated roadway section related tables
Inspection ID*	Text	Unique identifier for Inspection Records	
Sample ID*	Text	Unique identifier for Sample Areas	
Sample To	Integer	Identify the end of the Sample Area	
Sample From	Integer	Identify the beginning of the Sample Area	
Sample Length	Quantity with Unit		
Distress*	Text (Lookup)		Values must match distresses specified in the ASTM- 6433-11 standard
Severity*	Text (Lookup)	Default values: -Low -Moderate -High	
Extent	Number		Must be represented as a percentage number value

PAVEMENT INSPECTION TABLE			
NAME	DATA TYPE	DESCRIPTION	NOTE
Cartegraph ID*	Text	Unique identifier for Cartegraph Pavement (section) record.	This ID will be used to link all associated roadway section related tables
Inspection ID*	Text	Unique identifier for inspections	
Inspection Date*	Date	Inspection date	
Average IRI	Quantity with Unit	If applicable, a pre-calculated Average IRI value must be provided.	Average IRI value should be converted and provided in a 0 to 100 scale for use in Cartegraph's Overall Condition Index (OCI) calculation.

PAVEMENT CONDITION CATEGORY TABLE			
NAME	DATA TYPE	DESCRIPTION	NOTE
Cartegraph ID*	Text	Unique identifier for Cartegraph Pavement (section) record.	This ID will be used to link all associated roadway section related tables
Inspection ID*	Text	Unique identifier for inspections	
Condition Category	Text (Lookup)	A value that generally reflects a high-level condition using a 0 to 100 scale index.	Cartegraph OMS recognizes PCI as a Condition Category. IRI values provided in a converted 0 to 100 scale can be loaded as a Ride Condition Category thereby impacting the Overall Condition Index (OCI) value
Index	Integer	A value, on a 0 to 100 scale, which reflects the condition of the corresponding Condition Category	

Exhibit 4 – Responsibilities for Success

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:

1. For those services listed under Field 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 assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions 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 Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

ATTACHMENT B – SCHEDULE OF FEES



Product		Year 1	Year 2	Year 3	Year 4	Year 5
OMS Premium	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 85,055.99	USD 87,607.67	USD 90,235.90	USD 92,942.98	USD 95,731.27
Flood Protection	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 7,791.48	USD 8,025.22	USD 8,265.98	USD 8,513.96	USD 8,769.38
Internal Requests	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 1,558.30	USD 1,605.05	USD 1,653.20	USD 1,702.79	USD 1,788.95
Signal Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 9,349.77	USD 9,630.27	USD 9,919.18	USD 10,216.75	USD 10,523.26
Stormwater Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 18,699.54	USD 19,260.53	USD 19,838.34	USD 20,433.49	USD 21,046.50
Transportation Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 14,024.66	USD 14,445.40	USD 14,878.76	USD 15,325.12	USD 15,784.88
Walkability Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 4,674.89	USD 4,815.13	USD 4,959.59	USD 5,108.38	USD 5,261.63
OMS User	Quantity	200.00	200.00	200.00	200.00	200.00
	Price	USD 39,400.00	USD 40,582.00	USD 41,799.46	USD 43,053.44	USD 44,345.04

Product		Year 1	Year 2	Year 3	Year 4	Year 5
SCF County 2,500,000 - 4,999,999 (includes 100 SCF users)	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 37,400.00	USD 38,522.00	USD 39,677.66	USD 40,867.99	USD 42,094.03
Systems Integration Support	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 3,200.00	USD 3,296.00	USD 3,394.88	USD 3,496.73	USD 3,601.63
TOTAL:		USD 221,154.63	USD 227,789.27	USD 234,622.95	USD 241,661.63	USD 248,955.84

Product	Quantity	Price
Implementation Services OMS	1.00	USD 74,375.00
Expense Reimbursement	1.00	USD 11,200.00
TOTAL:		USD 85,575.00

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.
- This is an on-premise installation



Contract Number

SAP Number
4400014963

ATTACHMENT C
CLOUD SERVICES TERMS AND CONDITIONS

These Cloud Services Terms and Conditions are attached to, form a part of, and supplement the General Terms only with respect to cloud services.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- 1) "CISO": County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
- 2) "Cloud Service": Generally, SaaS, PaaS, and/or IaaS depending on what Service Provider is offering under this Contract.
- 3) "CSP": Cloud Service Provider is the contracted derivative or direct provider of Cloud Services.
- 4) "CONUS": Continental United States
- 5) "County Data": Any information, formulae, algorithms, or other content that County, County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.
- 6) "Data Breach": Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- 7) "IaaS" (Infrastructure as a Service): Service Provider provides the underlying cloud infrastructure for processing, storage, networks, and other fundamental computing resources that the customer does not manage or control, but the customer has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- 8) "PaaS" (Platform as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider that are client-created or acquired using programming languages and tools supported by the Service Provider, but deployed onto the cloud infrastructure and controlled by client.
- 9) "Recovery Point Objective (RPO)": The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.
- 10) "Recovery Time Objective (RTO)": The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

- 11) "SaaS" (Software as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider including network, servers, operating systems, or storage, that are accessed by client devices through a thin client interface such as a web browser.
- 12) "SLA": Service Level Agreement which is attached hereto as Exhibit D-1 and hereby incorporated herein.
- 13) "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. CLOUD SERVICE AVAILABILITY

The Cloud Service shall be available twenty-four (24) hours per day, 365/366 days per year. If Cloud Service monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA. If Cloud Service monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach. Service Provider shall provide advance written notice to County of any major upgrades or changes that will affect the Cloud Service availability.

C. DATA AVAILABILITY

County Data shall be available twenty-four (24) hours per day, 365/366 days per year. If County Data monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA if County is unable to access County Data as a result of: (i) acts or omission of Service Provider; (ii) acts or omissions of third parties working on behalf of Service Provider; (iii) network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Service Provider's server, to the extent such attack would have been prevented by Service Provider taking reasonable industry standard precautions; (iv) power outages or other telecommunications or Internet failures, to the extent such outages were within Service Provider's direct or express control. If County Data monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

D. SaaS and SECURITY

D.1 Certification

Service Provider shall certify:

- D.1.a the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results;
- D.1.b its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);
- D.1.c its compliance with privacy provisions of the Federal Privacy Act of 1974; and
- D.1.d its compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCI/DSS Cloud Computing Guidelines.

D.2 Safeguards

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section D.1.a above at all times during the term of this Contract to secure County Data from Data Breach, protect County Data and the SaaS from hacks,

introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

D.3 High-Availability and Redundancy

Service Provider shall have a high-availability and a redundant environment, where the minimum requirements are:

- D.3.a Power and/or generators shall be 2N
- D.3.b UPS power shall be 2N
- D.3.c Redundant servers shall be N+1
- D.3.d Data center shall be Tier-2
- D.3.e Data center cooling shall be 2N
- D.3.f All UPS's and Generators must be tested and inspected on a quarterly basis. Copies of inspection and testing results must be provided upon demand to the County. Inspection and testing records must be retained for a minimum of 3 years
- D.3.g Data center cooling must have preventative maintenance performed quarterly. Copies of preventative maintenance records must be provided upon demand to the County. Preventative maintenance records must be retained for a minimum of 3 years.

D.4 Physical

Service Provider shall have a reasonable physical security environment, where the minimum requirements are:

- D.4.a Physical access to facility, data center(s), and/or server room(s) is restricted using an access control system that utilizes iCLASS SE or multiclass SE readers.
- D.4.b Access control system must be capable of restricting access by time of day and groups
- D.4.c Access control system must be auditable providing customize reports on demand for inspection by the County
- D.4.d Access control system components and batteries must be inspected annually.
- D.4.e Access control system batteries must be replaced every 3 years or when they fail
- D.4.f Vendor must be able retain access control history for a minimum of 3 years or as required by law
- D.4.g Alerts are generated when physical security has been breached by the access control system or intrusion detection system
- D.4.h Intrusion detection systems must be monitored by a third party UL central station
- D.4.i Intrusion detection systems must be inspected and tested quarterly with signals sent to the central station. Testing reports must be retained for 3 years and provided on demand by the County.
- D.4.j Intrusion detection batteries must be inspected annually and replaced every 3 years or when they fail.
- D.4.k Facility, data center(s), and server room(s) have an appropriate Video Surveillance System in-place for surveillance.
- D.4.l Video surveillance system must have the capability to interface with the access control system and intrusion detection system
- D.4.m Video surveillance system must be inspected quarterly to make sure cameras are recording and video is being archived
- D.4.n Video surveillance system must archive video as per California Government Sections §

26202.6, § 34090.6 and § 53160

- D.4.o All access control systems, intrusion detection systems and video surveillance systems must be on the facilities emergency power system and protected by UPS.
- D.4.p Data center have protections in-place that minimize environmental issues such as temperature, fire, smoke, water, dust, electrical supply interference, and electromagnetic radiation.
- D.4.q A chemical fire suppression system installed in the data center as per NFPA 2001.
- D.4.r The chemical fire suppression system must be inspected semiannually as per NFPA 2001 §8.3
- D.4.s Smoke detectors under the raised floors.
- D.4.t Water detection system under the raised floors and above the ceiling.
- D.4.u Facility must be protected 100% by an automatic fire sprinkler system with the data center being protected with an automatic pre-action fire sprinkler system.
- D.4.v Facility automatic fire alarm system must be tested and inspected as per NFPA 25

D.5 Verification

Service Provider shall provide a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls Report (SOC) 1 and SOC 2 Type I and Type II Reports on an annual basis. Based on the report(s), its findings and remediation planned or accomplished shall be provided to the County CISO in terms of an attestation letter.

Service Provider shall also provide statistics specific to SaaS environment on a mutually agreed upon frequency with County that includes without limitation to performance, information security, network, and other pertinent SaaS data related to the Contract, at no cost to County.

D.6 Security

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by CISO.

When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to the County CISO within three (3) days of the destroyed/disposed data.

Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO.

E. ENCRYPTION

In order to provide reasonable security to County Data, cloud service datacenters should encrypt all County Data while in route to and from the Service Provider (in motion) using secure transfer methods (e.g., Secure Sockets Layer, Transport Layer Security), and while stored in the datacenter (at rest).

E.1 Data In Motion

All transmitted County Data require encryption in accordance with:

- E.1.a NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and

- E.1.b NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific
- E.1.c Key Management Guidance; and
- E.1.d Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

E.2 Data At Rest

All County Data at rest require encryption in accordance with:

- E.2.a Federal Information Processing Standard Publication (FIPS) 140-2; and
- E.2.b National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and
- E.2.c NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for
- E.2.d Key Management Organization; and
- E.2.e NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.
- E.2.f Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

F. DATA LOCATION

Unless otherwise stated in the Scope of Services (SOS) and approved in advance by the CISO, the physical location of Service Provider's data center where County Data is stored shall be within the CONUS, and County Data shall not be transmitted, processed or stored outside of CONUS.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of County, and Service Provider has a limited, non-exclusive license to access and use County Data as provided to Service Provider solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Service Provider or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

H. TRANSITION PERIOD

For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist County in extracting and/or transitioning all County Data in the format determined by the State ("Transition Period"). The Transition Period may be modified in the SOS or as agreed upon in writing by the parties in a contract amendment. During the Transition Period, SaaS and County Data access shall continue to be made available to County without alteration. Service Provider agrees to compensate County for damages or losses County incurs as a result of Service Provider's failure to comply with this section. Unless otherwise stated in the SOS, the Service Provider shall permanently destroy or render inaccessible any portion of County Data in Service Provider's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Service Provider shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County at its option, may purchase additional transition services as agreed upon in the SOS.

I. DATA BREACH

I.1 Notification

Upon discovery or reasonable belief of any Data Breach, Service Provider shall notify the CISO by the fastest means available and in writing to the County Notices contact within twenty-four (24) hours after Service Provider reasonably believes a Data Breach has occurred. At a minimum, the notification shall include:

- I.1.a the nature of the Data Breach;
- I.1.b County Data accessed, used or disclosed;
- I.1.c any evidence of County Data extricated;
- I.1.d the identity of the person(s) who accessed, used, disclosed and/or received County Data (if known);
- I.1.e the law enforcement agency(ies) contacted; and
- I.1.f actions taken or will be taken to quarantine and mitigate the Data Breach; and
- I.1.g corrective action taken or will be taken to prevent future Data Breaches.

I.2 Investigation

Service Provider shall conduct an investigation of the Data Breach and shall share the report of the investigation with the CISO. If required by law, County and/or its authorized agents shall have the right to lead or participate in the investigation, in its sole discretion. Service Provider shall cooperate fully with County, its agents and law enforcement.

I.3 Post-Breach Audit

Upon advance written request, Service Provider agrees that the County or its designated representative shall have access to Service Provider's SaaS, operational documentation, records and databases, including online inspection, that relate to the SaaS that experienced the Data Breach. The online inspection shall allow the County, its authorized agents, or a mutually acceptable third-party to test that controls are in-place and working as intended. Tests may include, but not be limited to, the following:

- I.3.a Operating system/network vulnerability scans,
- I.3.b Web application vulnerability scans,
- I.3.c Database application vulnerability scans, and
- I.3.d Any other scans to be performed by the County or representatives on behalf of the County.

J. DISASTER RECOVERY AND BUSINESS CONTINUITY

J.1 Notification

In the event of disaster or catastrophic failure that results in significant loss of County Data or access to County Data, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. Service Provider shall provide such notification within twenty-four (24) hours after Service Provider reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform County of:

- J.1.a the scale and quantity of County Data loss;
- J.1.b Service Provider's action plan to recover County Data and mitigate the results of County Data loss; and
- J.1.c Service Provider's corrective action plan to prevent future County Data loss.

J.2 Restore and Repair Service

Service Provider shall:

- J.2.a restore continuity of SaaS,
- J.2.b restore County Data in accordance with the RPO and RTO as set forth in the SLA,
- J.2.c restore accessibility of County Data, and
- J.2.d repair SaaS as needed to meet the performance requirements stated in the SLA.

J.3 Investigation and Audit

Service Provider shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with County. At its sole expense, Service Provider will have an independent, industry-recognized, County-approved third party perform an information security audit. Within five (5) business days of Service Provider's receipt of the final report, Service Provider will provide the County with a copy of the report and a written remediation plan.

[END OF CLOUD SERVICES TERMS]

ATTACHMENT D

CARTEGRAPH SOLUTIONS AGREEMENT

This Cartegraph Solutions Agreement (“Agreement”) is a contract between Cartegraph Systems LLC, a Delaware corporation, having its principal place of business at 3600 Digital Drive, Dubuque, Iowa 52003 (“Cartegraph”) and you, or if you represent an entity or other organization, that entity or organization, (in either case, the “Customer”). Cartegraph and Customer may be referred to in this Agreement collectively as the “parties” or individually as a “party.” Cartegraph provides certain hosted operations management and asset management solutions (the “Cartegraph Solutions” or “Solutions”). Customer desires to purchase a subscription to access and use certain of the Cartegraph Solutions for Customer’s own internal use and operations.

This Agreement sets forth the terms and conditions under which Cartegraph will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Cartegraph and Customer (each, a “Purchase Agreement”) and perform those services specified in each Purchase Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the “Services”). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an “Addendum”), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Cartegraph regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement except for the contract to which this Exhibit is attached. Terms used in this Agreement will have the definitions given in this Agreement, or, if not defined in this Agreement, will have their plain English (US) meaning.

Please carefully read this agreement. By accepting this agreement, through the execution of this Purchase Agreement, you agree that you have read and agree to be bound by this agreement. If you access or use Cartegraph solutions or services, you acknowledge that you meet the qualifications included in this agreement and Purchase Agreement, and agree to be bound by the terms and conditions herein.

1. TERM

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement (“Initial Term”). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement.

2. SOLUTIONS

2.1 FUNCTIONALITY

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 SUBSCRIPTION

Subject to the terms and conditions of this Agreement, during the term of this Agreement Cartegraph will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer (“Users”) to access and use the Solutions, solely for purposes of Customer’s own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Cartegraph in writing.

2.3 ACCESS

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. Customer will ensure that all information about each User provided to Cartegraph in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Cartegraph promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Cartegraph be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 RESTRICTIONS

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Cartegraph to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Cartegraph and its licensors. As a condition to the use of and access to the Solutions, Customer will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

2.5 THIRD PARTY OFFERINGS

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third Party Offering is also subject to the terms and conditions of any Third Party Terms applicable to that Third Party Offering. In the event of a conflict between the terms of this Agreement and those Third Party Terms, this Agreement shall control. Except as expressly set forth in any Third Party Terms, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

3. SERVICES

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Cartegraph will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Cartegraph has no obligation to provide any of the following Services unless specified in the Purchase Agreement or Addendum to this Agreement.

3.1 ON-SITE INSTALLATION SERVICES

Cartegraph will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for

maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Cartegraph's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Cartegraph to provide Cartegraph with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Cartegraph to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Cartegraph shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Cartegraph determines that it is necessary to perform any Services on Customer's premises, Cartegraph shall first receive approval from Customer prior to performing such Services on Customer's premises. Cartegraph shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Cartegraph sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Cartegraph Technology separate and apart from Customer's right to access the Solutions installed on-site by Cartegraph as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Cartegraph's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

3.2 SUPPORT SERVICES

Cartegraph will provide Customer with support Services for the Solutions as specified in Addendum A -Support Services.

3.3 FIELD SERVICES

Cartegraph will provide Customer with the field implementation Services for the Solutions as specified in Attachment A – Scope of Services.

3.4 DATA SERVICES

Cartegraph will not provide Customer with data collection Services for the Solutions.

3.5 PROFESSIONAL SERVICES

Cartegraph will perform any additional professional Services relating to the Solutions ("Professional Services") if specified in any written statement of work mutually agreed to by both parties under this Agreement. Cartegraph will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Cartegraph's then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. SOFTWARE

Cartegraph may provide Customer with software in connection with the Solutions ("Software"). Unless any Software provided by Cartegraph in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Cartegraph (a "Software License Agreement"), Cartegraph grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Cartegraph for Customer's own internal use and operations in connection with Customer's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Cartegraph. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as either: (1) Browser Based User – Each browser based User is defined by User ID; or For Server Software – One copy of Software for each server. Customer agrees that Cartegraph may audit Customer's Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Cartegraph and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any

Services provided in connection with that Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Cartegraph's ability to render Services.

5. OWNERSHIP

Cartegraph retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Cartegraph in perfecting and defending Cartegraph's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Cartegraph (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Cartegraph. Customer will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

6. DATA

6.1 CUSTOMER DATA

As between Customer and Cartegraph, Customer retains ownership of all data, information, and other content provided to Cartegraph or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Cartegraph to use and process all Customer Data in the performance of the Services and any other obligations of Cartegraph under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Cartegraph to maintain back-up copies of Customer Data, Cartegraph will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

6.2 CARTEGRAPH DATA

As between Cartegraph and Customer, Cartegraph retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Cartegraph Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Cartegraph uses commercially reasonable measures to ensure the accuracy and reliability of all Cartegraph Data, but except as expressly provided herein Cartegraph will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Cartegraph Data.

6.3 DATA SECURITY

Cartegraph shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Cartegraph Data in the possession or control of such party-

6.4 DATA PRIVACY

Cartegraph may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Cartegraph's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Cartegraph will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Cartegraph, the data and information may be used by Cartegraph, or its permitted service providers, for any lawful

business purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

7. REPRESENTATIONS AND WARRANTIES

7.1 GENERAL

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

7.2 PERFORMANCE

During the term of this Agreement, Cartegraph represents and warrants to Customer that Cartegraph will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Cartegraph and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Any performance issues, remedies and timelines will be mutually agreed to by Cartegraph and the County. If performance issues have not been resolved to meet acceptable performance standards or software specifications in the agreed upon timeframe, the Customer reserves its right to exercise its options as outlined in **Article I -CORRECTION OF PERFORMANCE DEFICIENCIES** of the contract to which this exhibit is attached.

7.3 NON-INFRINGEMENT,

Cartegraph represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Cartegraph's sole obligation and Customer's sole and exclusive remedy for of any failure by Cartegraph to comply with the foregoing sentence, Cartegraph will defend Customer against any such failure as set forth in Section 9.2 of this Solutions Agreement.

8. DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE" AND CARTEGRAPH AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARTEGRAPH, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

9. INDEMINICATION

9.1 RESERVED

9.2 NON-INFRINGEMENT

Cartegraph will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Cartegraph will pay those Losses (including reasonable attorneys' fees and costs) against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Cartegraph reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Cartegraph may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Cartegraph will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment,

services, processes, software, data or information not supplied by Cartegraph; or (d) any modification of or enhancement to any Covered Service other than by Cartegraph. This Section constitutes Cartegraph's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

10. LIMITATION ON LIABILITY

EXCEPT FOR CARTEGRAPH'S INDEMNITY OBLIGATIONS OR AS ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW, IN NO EVENT WILL CARTEGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CARTEGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CARTEGRAPH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED IN THE AGGREGATE ONE MILLION DOLLARS (US\$1,000,000). CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CARTEGRAPH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CARTEGRAPH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. CONFIDENTIALITY

11.1 PROTECTION

Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). This Agreement is subject to the San Bernardino County Sunshine Ordinance, County Code of Ordinances section 19.0101, California Government Code 54950, and the California Public Records Act (Government Code section 6250) (collectively, "Regulations"). All information, including detailed price and cost information, is public information. If Cartegraph believes that a portion of this Agreement, materials, or work product provided to Customer is exempt from public disclosure, Cartegraph must clearly mark that portion "Confidential" or "Proprietary." Cartegraph also must include a brief description that identifies the recognized exemption from disclosure under the Regulations. Customer will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information.

11.2 EXCEPTIONS

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party.

12. RESERVED.

13. NON-SOLICITATION

During the term of this Agreement and for a period of 12 months thereafter, Customer will not, directly or indirectly, for itself or on behalf of or in conjunction with any other third party, solicit, induce, hire, contract with, or engage the employment of an employee of Cartegraph, unless Customer: (1) obtains the prior written consent of Cartegraph, as applicable; and (2) pays Cartegraph as applicable a fee to be mutually agreed upon.

14. FORCE MAJEURE

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts,

labor disputes, fire or other loss of facilities (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice within twenty-four hours to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

15. RESERVED

16. ADDITIONAL TERMS

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties except as stated in the contract. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither party may assign any of its rights or obligations hereunder, without the other party's written consent (not to be unreasonably held), with the following exception: assignment may be made without prior County approval due to operation of law, corporate reorganization, consolidation, merger, or sale of all its assets provided that advance notice is given to the County. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "with out limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Cartegraph provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cartegraph to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**Cartegraph Systems LLC
Addendum A - Support Services**

Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Scope of Services attached to this Contract 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, this Purchase Agreement, ATTACHMENT A - Scope of Services and the ATTACHMENT D - 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.