



MEETING DATE: 3/15/04

ITEM NO. 8

COUNCIL AGENDA REPORT

DATE: MARCH 10, 2004

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: PROJECT 02-07 - AWARD OF PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT

ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A SOFTWARE AND SERVICES AGREEMENT WITH CARTEGRAPH SYSTEMS, INC. TO PROVIDE SOFTWARE, SUPPORT, AND IMPLEMENTATION RESOURCES FOR THE TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT PROJECT

RECOMMENDATION:

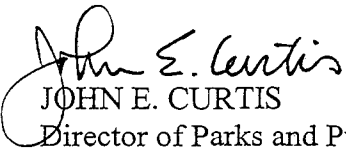
Adopt resolution (Attachment 1) authorizing the Town Manager to execute a software and services agreement (Exhibit A) with CarteGraph Systems, Inc. to provide software, support, and implementation resources for the Town Wide Infrastructure Asset Management Project.

BACKGROUND:

Usage, age, weather, and climate conditions all take their toll on the Town's aging infrastructure. Proactive preventive maintenance helps extend the life of an asset in a cost-effective manner, reducing the need for large expenditures typical of a "dire need," reactive maintenance approach.

The management of infrastructure assets to optimize their useful life and reduce maintenance costs is an ongoing challenge for many organizations. The Town has been working toward shifting its approach to management infrastructure from that of a "dire need" maintenance approach to one of a "preventive" system of maintenance and rehabilitation. The Town, like all organizations, is forced to do more with fewer resources and funds. This places more importance on the need to have a central repository of asset data to be used in prioritizing and managing projects, maintenance activities, and resources.

PREPARED BY:


JOHN E. CURTIS

Director of Parks and Public Works

Reviewed by: PSS Assistant Town Manager OK Attorney SC Clerk SC Finance
Community Development Revised: 3/10/04 8:59 am

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Procedures for managing infrastructure assets in the Town already exist, but the data supporting these activities are in a variety of locations: file cabinets, binders, spreadsheets, or stored in the memory of an employee about to retire. At the present time, customer calls and assignments are processed manually by completing an assignment and work order request form for various categories of maintenance work such as pot holes, concrete repairs, trees down, missing signs, electrical, and sanitary and storm sewer work, etc. The Town's current fleet management program is outdated with limited capacity and has been in use for many years. In addition, the company originally servicing this system no longer provides software support.

The Government Accounting Standards Board (GASB) in 1999 approved Statement 34 requiring that state and local government report on the value of their infrastructure assets, including roads, utility facilities, buildings, and any publicly owned assets. This is widely considered to be the most significant pronouncement in the history of government financial reporting and affects more than 84,000 state and local governments in the United States. GASB34's infrastructure reporting requirements are intended to improve fiscal accountability for public agencies. An ongoing inventory of the assets is needed to meet GASB 34 requirements.

With the technological advances in recent years, comprehensive public works tools are now available to create an effective asset management system. Automating the once manual system of managing assets does more than increase speed and efficiency of the process; it also ensures that data is more accurate through standardized procedures.

DISCUSSION:

In a collaborative effort in Fall 2002, staff from Parks & Public Works, Finance, MIS, and the Town Manager's Office issued a Request for Qualifications to a number of firms who specialize in asset management software systems. After extensive review and discussions, CarteGraph Systems Inc. and Hansen Information Systems, Inc. were chosen to proceed in the selection process. We requested and received specific proposals from these firms in Summer 2003. The proposals were reviewed by Town staff and it was decided to have a product demonstration before making our final selection. Each software vendor brought and installed their program for a period of one month in Fall 2003 so it could be tested by the staff in actual live day-to-day work conditions.

After over one year of review, analysis, and demonstration of products, staff is recommending the selection of CarteGraph Systems, Inc. because of their experience, quality of product, and rankings by the users in the test period. A reference check for CarteGraph Systems, Inc. was also made and other municipalities who are using their software indicated their positive feedback about this company.

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Staff is recommending a phased approach on this project, allowing the Town to develop standard operating procedures for implementation of the system and to gain knowledge and practice in using the system. As we get more experienced in use of the software and refine the way we do business, we will purchase additional software packages for other public works assets such as signs, building, trees, etc.

With the phased approach in mind, we recommend launching our asset management system with the following three components:

Work Order Program is a key component of a successful system. Work Order Program provides the functionality that allows us to manage all of the work activities performed by Town maintenance crews. From initial request for work to the scheduling of routine maintenance through the completion of each project, Work Order Program tracks and maintains data on activities, materials, employees, and equipment used on a daily basis.

In the past, few records were kept to track the assets or to justify the activities associated with maintenance, rehabilitation, and reconstruction. Effective work management tracks and predicts the costs of labor, equipment, and materials needed for maintenance and budget planning.

Citizen Call Request is the starting point for many of the activities and work orders within the Town. As we get requests from Town residents and the general public, we can track the requests for work and provide a better level of service to the community. The Citizen Call request is processed into the Work Order Program and tasks are assigned to Town crews for follow up on the call received. If requested by the citizen caller, we will follow up with them on the status of the work to ensure the request was satisfactorily addressed.

Fleet Management System is designed to allow us to easily track maintenance activities, requirements, and costs for any unit of equipment or vehicle, and their respective components. Automated work orders are generated and preventative maintenance work scheduled. Each vehicle in the Town fleet is a separate record in the database, allowing us to track data specific to that vehicle. Staff is recommending that the Fleet Management System be the first asset module purchased for the following reasons:

- The current system is very outdated, has limited features, and runs only on old computer systems and is no longer supported by the software company.
- Since staff responsible for fleet maintenance are already comfortable with using a software program to schedule and track vehicle maintenance activities, it is best to pilot the system with this software module.

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Project Implementation and Next Steps:

Staff anticipates that within 6 weeks of award of this contract, the installation of software and training would take place and the system will be operational. Staff will receive training from Cartegraph on the modules each staff will use in day-to-day operations. Once the system is operational, staff will input and track all resident calls and inquiries within the system, along with all work orders that are issued by the Parks and Public Works Department. From this point, staff will have the capability to use the information to track the status of projects, produce reports regarding status, resolution times, types of problems, locations of problems, etc.

The implementation of the Fleet Management module will take a period of several months, as staff will first need to transfer information about the Town's fleet into the new system and begin to utilize this program in scheduling service to all vehicles and equipments. It is expected that the Fleet Management module will enable staff to better schedule preventive maintenance, track costs associated with maintenance and repairs, and provide valuable information for the Town's vehicle replacement program.

The future phases of this Asset Management Program include purchase, installation, and implementation of software for sign, signal, tree, buildings, and other public facilities. This work will take place subsequently as the staff gets experienced and proficient in utilizing the new system.

CONCLUSION:

It is recommended that the Council adopt the attached Resolution authorizing the Town Manager to execute a Software and Services Agreement with CarteGraph Systems, Inc.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to Sections 15301©), 15303(e) and 15304(b) of the State CEQA guidelines.

FISCAL IMPACT:

The vision for this type of system was established in Spring 2001 and funded at that time in the amount of \$245,000. Funding has been rolled forward since that time until staff was able to launch the program. The current proposal from CarteGraph Systems, Inc. for the amount of \$103,996.00 covers all costs for software purchases, training, and implementation of this phase of the program and will be funded in Project 400-0207. There will be \$118,577 remaining in this project budget which can be used in the coming years for subsequent phases of the project. The annual maintenance cost for this software program is approximately \$10,000, which includes all technical support and software upgrades. Staff is recommending the purchase of the software maintenance for the first year. The needs for future years of software maintenance will be evaluated after staff has had time to work with the program for a year.

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FY 2002/03	FY 2002-03	Fiscal Year Actual	FY 2003-04
Town Infrastructure 400-0207	Adjusted	Expended/Encumbered	Available
	Budget	Or Planned To Date	Balance
FY 2002/03 Adopted Budget	\$ 245,000		\$ 245,000
Total Town Infrastructure 400-0207			
FY 2003/04			
FY 2003/04 Carry Forward	245,000	\$ 22,427	\$ 222,573
Proposed CarteGraph Contract		103,996	
Total Town Infrastructure 400-0207	\$ 245,000	\$ 126,423	\$ 118,577

Attachments:

Resolution approving Software and Services Agreement with CarteGraph Systems, Inc. - (with Exhibit A - Proposal/Agreement)

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
APPROVING AN AGREEMENT WITH
CARTEGRAPH SYSTEMS, INC.**

**FOR SOFTWARE, SUPPORT, AND IMPLEMENTATION RESOURCES FOR THE
TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT PROJECT**

WHEREAS, it is necessary for the Council to secure professional consultant services to provide software and implementation resources for the town wide Infrastructure Asset Management Project; and

WHEREAS, the Town Council has selected the firm of CarteGraph Systems, Inc. to provide professional services in connection with the town wide Infrastructure Asset Management Project; and

NOW, THEREFORE, IT IS RESOLVED that the Town Council of the Town of Los Gatos hereby approves the attached Agreement (Exhibit A) for software and services with CarteGraph Systems, Inc. to provide software and services in connection with the town wide Infrastructure Asset Management Project; and

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute said agreement on behalf of the Council.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos held on the day of , 2004, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA



Town of Los Gatos

110 East Main Street • Post Office Box 912 • Los Gatos • CA • 95027 • (408) 354-6811

PROJECT 02-07
TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT

Software and Services Agreement

February 06, 2004

Submitted by:

CartêGraph
Powering Public Works

3600 Digital Drive
Dubuque, IA 52003
800.688.2656
563.556.8120

EXHIBIT A

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PROPRIETARY INFORMATION: *The Town of Los Gatos acknowledges that all materials and documents associated with this project are proprietary and confidential in nature. This specifically includes pricing information, training materials and consulting documents as described. The Town of Los Gatos further agrees not to copy or otherwise make available such materials outside of the Town of Los Gatos and its divisions and departments without the prior written consent of CartêGraph Systems, Inc.*

Software and Services Agreement

By this Agreement, the Town of Los Gatos (hereinafter referred to as "Town") whose address is Town of Los Gatos, 41 Miles Avenue Los Gatos, California 95031 and CartêGraph Systems, Inc. 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "CartêGraph" agree that CartêGraph shall perform the services described in accordance with the terms contained herein. The scope of the work shall include the work outlined in this proposal as noted herein.

Objectives

The primary objective of the project is to provide to the Town of Los Gatos, California the assistance required to implement the CartêGraph solutions that will address the Town of Los Gatos's enterprise infrastructure asset management objectives. CartêGraph will provide software and services including adequate Project Management, Operational Consultation, Modification, Education, and Conversion Services to ensure successful production deployment of the WORKdirector, CALLlink, and Fleet Management Enterprise Edition modules.

Scope of Project

Software Licenses

As part of this Agreement CARTÊGRAPH shall license and deploy the following Software in the quantities and for the amounts listed in Software Costs and Professional Service Fees:

- o WORKdirector
- o CALLlink
- o WORKdirector for Fleet Management
- o MAPdirector for ArcGIS

WORKdirector, CALLlink and Navigator are developed and supported products available from CartêGraph Systems, Inc. CartêGraph will implement these Products and Services at the Town of Los Gatos in their standard form and at the release version level published at the time of installation.

Professional Services

CartêGraph shall provide the following Professional Services to implement and deploy the asset management Software Product(s).

CartêGraph shall be responsible for the timely performance of all Professional Services and warrants that all professional and technical services provided to the Town pursuant to this Agreement shall be of good and workman like quality and will meet or exceed standards of similar professional services within the industry. This Agreement sets forth all warranty and representations between CartêGraph and the Town of Los Gatos.

1. Operational Consultation Services. CartêGraph will provide consultative services focused on gathering Town workflow and business requirements that will allow CartêGraph to tailor Education Services to specifically address those workflow and business requirements. Prior to onsite visits CartêGraph will also host overview conference calls for WORKdirector, CALLlink and Fleet Management. The primary objectives of the Operation Consultations are as follows:

- a. Implementation Process Review

The purpose of Implementation Process Development consultation is to help develop the scope and phases of implementation and to help define the internal and external processes to be performed to accomplish a successful system implementation.

- b. Work & Data Flow Review

The purpose of Work & Data Flow Review consultation is to evaluate how to identify work activities that need to be planned, scheduled, performed, and/or tracked flows through an organization. Part of this consultation is to help develop Best Management Practices and Standard Operating Procedures as it relates to work flow and/or Work Orders within an organization.

c. **Data Needs Review**

The purpose a Data Needs Review consultation is to evaluate specific data fields to be tracked in specified applications. The consultation will evaluate the intelligence that needs to be built in to the system to be able to pull intelligent, useful information back out of the system. This includes information used to make scheduling decisions, budget planning, condition assessments, and data that needs to be part of standard internal and/or external reports. The information gathered here can then be used to identify existing data sources and data that still need to be captured.

Deliverables as part of this service are as follows:

- a. On-site Consultation Service to review the information assembled by Town staff and gather any additional Town workflow and business requirements that will allow CartêGraph to provide direction for the above listed review criteria. This information will be used to prepare a report including recommendations for application form building, filters, and report functionalities, set-up, deployment, and education to specifically address those review criteria.
- b. Develop a customized training agenda designed specifically for the Town staff. Provide offsite follow-up as required to support Consultation recommendations during project implementation.

The fees for this service are quoted as: Fixed Cost

2. **Modification Services.** CartêGraph will provide form and reporting modifications based on the Town specifications.
 - a. Fleet Management functionality is accomplished through modifications to WORKdirector.

Fees for this service are included in WORKdirector for Fleet licenses

- b. CartêGraph provides Technical assistance in the creation of specific work order forms and reports not specifically delivered as part of the standard software.

The fees for this service are quoted as: Daily Cost

3. **Installation Services.** CartêGraph will provide on-site, and through Internet access, expert technical resources to work with Town's Information Systems personnel to install, configure, and optimize the CartêGraph software suite in Town's SQL database environment. Service assumptions include:
 - a. Town will purchase and install the database software but CartêGraph will configure and optimize Town's SQL database.
 - b. CartêGraph will create an Administrator and a User SQL security group and create one user-ID assigned to each of the groups. A knowledge transfer will take place that will allow the Town to create and maintain the remaining security records.
 - c. The License Server will be installed on the database server.
 - d. CartêGraph will stage twelve (12) PC clients with the appropriate application(s) and a knowledge transfer will take place that will allow Town to stage and maintain the remaining PC clients.
 - e. CartêGraph will provide data backup and disaster recovery plan recommendations
 - f. Town IT resources will be present and available as needed during Installation.

The fees for this service are quoted as: Fixed Cost

4. Conversion Assistance.

CartêGraph will convert preventative maintenance schedule, list of vehicles and other useable data as requested by the Town from the existing DOS based fleet management database. A data field map will be prepared by CartêGraph and provided to the Town for review and approval.

The fees for this service are quoted as: Fixed Cost

5. Education Services. CartêGraph will provide training at mutually agreeable times in Town facilities on the Town provided data. Training will be provided to the personnel in facilities provided by the Town. CartêGraph will provide all instructors and all appropriate course materials and instructor visuals. Town will provide facilities and any equipment required for the training, including server and client computers as necessary. As part of the Consultation report CartêGraph will provide a standard document to assist the Town in developing process and procedures. The

Town will complete this document prior to productive use deployment and training to end-users. These services are more particularly described as:

- a. 1 day Custom Training for Administration using Navigator
- b. 2 day Custom Training for CALLlink/WORKdirector
- c. 1 day Custom Training for Fleet Management.
- d. Town will approve custom training agendas prior to training delivery. Training will be scheduled in 2 day intervals. CartêGraph agree to consult with Town prior to developing the training agenda.
- e. All training done in Town facilities. Town to provide all training computers.
- f. Town will advise CartêGraph as to the number of expected attendees for any particular class.

The fees for this service are quoted as: Daily Cost

6. Project Management Services. CartêGraph will provide guidance in the management of this implementation project and will take responsibility for the resources CartêGraph allocates to the project (i.e., education, installation and support). CartêGraph will provide a project manager for the project for the entire duration of the project and will provide administrative support for CartêGraph staff and activities. Throughout the Project CartêGraph will host status meetings and employ ongoing Project Management techniques to ensure a comprehensive Project Work Plan is developed, monitored and maintained upon initiation of the project to reflect actual dates and changes resulting from the contract negotiation process.

CartêGraph will develop and maintain a Project Implementation plan based on information gathered from and through conversations with Town employees and our experience in similar installations. It will lay out a task-level plan for project completion in a manageable level of detail and will become, when finalized, the cornerstone of the project management effort. The document, when completed with dates and responsibility assignments, provides a means of tracking progress relative to the plan and identifying deviations in a timely manner. CartêGraph will be responsible for the research, development, maintenance and presentation of the plan.

Project management services included for 60 beyond from "go live" date.

The fees for this service are quoted as: Fixed Cost

7. Implementation Support. CartêGraph Technical resources will provide 8 hours off site and 2 days on site implementation support to assist the Town in deployment of applications, desktop mentoring, database network mapping, security configuration and general data management education.

CartêGraph will provide a 2-day on-site consultation within 60 days of go live to review the processes, procedures, applications, and systems implemented to meet the original goals of the project. Where needed, recommendations for performance improvements will be made both in business practices and in technologies. This service also provides help planning and positioning the Town to meet future business goals and technology upgrades.

The fees for this service are quoted as: Daily Cost

8. GIS Integration. Through the use of MAPdirector for Arc GIS the CartêGraph applications will have the functionality to extract from the related GIS parcel files the coordinates of each service request. The CartêGraph applications WORKdirector or CALLlink, will compare the address number and route name, or business name where appropriate, to the Town GIS. A matching record in the GIS file will be located and the coordinates of the polygon centroid and Assessors Parcel Number (APN) will be transferred to service request record in the CartêGraph database. Once the coordinates are placed in service request record in the CartêGraph database, the service request will then be displayed on the map.

The fees for this service are quoted as: Fixed Cost

Optional Services

Integration

CartêGraph will provide assistance with the integration and deployment of a web based Citizen Request program. Specific costs will be developed based on the scope as agreed to by the Town and CartêGraph.

Internet Mentoring

CartêGraph recommends half day, follow-up, Internet Mentoring sessions for applications via the Internet and would occur two to three weeks after productive use begins. CartêGraph will provide all instructors and all appropriate course materials and instructor visuals.

Platinum Maintenance Services

Platinum Maintenance also provides updates and upgrades to all licensed products for the term of the maintenance agreement.

Services And Products Covered: This Agreement applies to the Software Product(s) listed in Software Costs And Professional Service Fees. During the term of this Agreement, CartêGraph will provide the following services or products as part of this Agreement

1. Technical Support The Town will receive unlimited toll-free support via phone, fax or e-mail through the CartêGraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 800-688-2656 ext 6200 (support@cartegraph.com).
2. PLATFORM. CartêGraph software is supported within the following operating systems: Windows 98, ME, NT4, 2000, 2003, XP. Supported operating systems will be listed on CartêGraph's web site. (<http://www.cartegraph.com>)
3. DATABASE. CartêGraph software is supported within the following database environments: Access, SQL 7.x, Oracle 8.x.

Term. Platinum Maintenance shall terminate at the end of the Initial Term unless specifically renewed by the Town.

Project Staffing

The most critical element in the successful completion of any engagement of this nature is the personnel assigned to carry out the responsibilities.

Responsibilities of each project participant:

1. **CartêGraph Project Manager** – This individual is entrusted with the day-to-day coordination and responsibility for the asset management implementation project. It is their responsibility to see that the detailed project approach steps are completed and that efforts of the other project team members are coordinated to provide for the efficient and timely completion of the project. This person is also directly involved with performing the project tasks.

2. **CartêGraph Implementation Consultants** – These CartêGraph employees are responsible for providing advice and direction relating to specific technical aspects of the project, including database management systems and software application installation. CartêGraph professional staff members are highly qualified consultants with broad and detailed knowledge of the CartêGraph asset management applications and the public works asset management industry and are responsible for application knowledge transfer to the designated Town employees.
3. **Town Project Coordinator** – Kevin Rohani is responsible for coordinating the efforts and involvement of Town with the CartêGraph project team members. Kevin Rohani will help identify the internal personnel who are best qualified to assist CartêGraph on specific matters and will act as the communication focal point between CartêGraph and Town personnel.
4. **Notices** - Notices regarding this Contract shall be given as follows and shall be considered effective upon either personal delivery or five days following deposit in the U S. mail.

To CartêGraph:

Gary Jasper
CartêGraph Systems
3600 Digital Drive
Dubuque, Iowa 52003

To Town:

John Curtis, Director
Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

The Town of Los Gatos's Responsibilities

The Town will provide the necessary license and install Microsoft SQL 2000. We recommend that CartêGraph be engaged to assist in managing the CartêGraph Software implementation process, training, and installation assistance to the Town of Los Gatos. Ownership of the asset management information system ultimately resides with the Town of Los Gatos.

The Microsoft SQL installation and upgrade process will require the periodic assistance of the Town personnel and suitable access to hardware and systems (e.g., security clearance). Should the Town wish to supervise the process while systems are accessible to CartêGraph, we encourage them to do so. It is assumed all hardware, both clients and servers, will be installed and operating in the recommended configuration upon CartêGraph's arrival to begin the installation and training process.

The Town shall install and network it's own hardware and communications and this will not affect the timing or the delivery of CartêGraph services.

Project tasks that fall under the responsibility of the Town of Los Gatos include, for example, but are not limited to, the installation and deployment of hardware and network communications and the development, distribution, and training of Town standard operating procedures. Further, and with regard to the CartêGraph obligations listed under the "Scope of Services" section, the Town understands that it is vital to the success of the project that you provide assistance in the implementation.

For those services listed under "Project Planning and Management," CartêGraph personnel will conduct information gathering and evaluation sessions with various users and management. While CartêGraph will respect the time and workload your staff, dedicated time on the part of the appropriate resources is necessary to complete these exercises. The Town understands that the successful performance of Professional Services depends upon the Town fulfilling its responsibilities. The Project assumes that you will provide all personnel required to achieve a successful implementation.

The Town will provide Internet access and personnel support as required.

Software Costs and Professional Service Fees

Service Cost Definition

Fixed: Services will be billed as quoted in the Cost Proposal.

Hourly: Services will be billed on the time required and at the rates in the Cost Proposal. CartêGraph will notify the Owner when the total fee exceeds the estimated allowance for this service and secure a written authorization to exceed the amount in this Cost Proposal.

Daily: Services will be billed on the time required and at the rates in the Cost Proposal. CartêGraph will notify the Owner when the total fee exceeds the estimated allowance for this service and secure a written authorization to exceed the amount in this Cost Proposal.

Town will compensate CartêGraph for the software and services provided pursuant to this Agreement, plus Reimbursable Expenses in accordance with the following schedule.

Software costs and professional service fee estimates are summarized in the schedule below. Software is the most current published standard version at the time of installation.

SOFTWARE COST DETAIL			
SOFTWARE and MAINTENANCE: (Licensed for SQL database)	Concurrent Licenses	License Fees *	First year Platinum Maintenance
WORKdirector	7	\$21,000.00	\$6,400.00
CALLlink	5	\$7,500.00	\$1,500.00
MAPdirector for ArcGIS	1	\$2,500.00	\$500.00
WORKdirector for Fleet Management	3	\$4,500.00	\$900.00
TOTALS		\$35,500.00	\$9,300.00

*Software Prices in effect for 12 months from the date of this Agreement.

PROFESSIONAL SERVICES COST DETAIL				
	Unit Price	Units	Type	
Operational Consultation Services	\$11,400.00	1	Fixed	\$11,400.00
Modification Services (misc)	\$1,450.00	1	Daily	\$1,450.00
Installation Services	\$7,200.00	1	Fixed	\$7,200.00
Conversion Services	\$2,900.00	1	Fixed	\$2,900.00
Integration to GIS	\$1,500.00	1	Fixed	\$1,500.00
Education	\$1,450.00	4	Daily	\$5,800.00
Project Management	\$8,000.00	1	Fixed	\$8,000.00
Implementation Support including; Deployment Support Off site/On site Productive Use On-Site Support Post Production System Use Check Up	\$1,450.00	5	Daily	\$7,250.00
SUB-TOTAL PROFESSIONAL SERVICE FEES				\$45,500.00
SOFTWARE AND MAINTENANCE				\$44,800.00
ESTIMATED TRAVEL EXPENSES*				\$10,000.00
California Sales Tax—8.25%				\$3,696.00
TOTAL				\$103,996.00

OPTIONAL SERVICES	Unit Price	Units	Type	Total Cost
Web based Citizen Request*	\$15,000.00	1	Fixed	\$15,000.00
Internet Mentoring	\$1,000.00	As required	Sessions	\$1,000.00

*Fees for these services are estimated for Budget purposes. CartêGraph will provide firm pricing and Statement of Work if requested by the Town. The Town will issue Notice to Proceed prior to commencing these activities.

* Travel Expenses will be billed to you based on actual costs incurred. If it appears that our fees will exceed this estimate, we will discuss it with you prior to incurring additional charges.

Additional Services. Fees quoted for specific services represent CartêGraph's best estimate or fixed fee quotation. In the event it becomes apparent to CartêGraph that fees quoted in the Agreement will be exceeded due to unforeseen issues or complications or due to any changes in the scope of services required, CartêGraph will notify the Town prior to exceeding the approved engagement estimate. In any event, such services shall require advanced written quotation from CartêGraph and approval from the Town.

Payment Terms and Conditions

In consideration for the Services and Products provided by CartêGraph to the Town of Los Gatos agrees to pay CartêGraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

- 1) Delivery and Invoicing.
 - a) Software Products shall be invoiced in accordance with the Project Work Plan. Invoicing for any given Software Product shall occur upon delivery.
 - b) Platinum Maintenance services for any given Software Product shall begin and be invoiced upon delivery and continues for 12 months.
 - i) Renewal. Renewal fees will be invoiced using the pricing in effect at the time of renewal.
 - ii) Reinstatement. Town may reinstate lapsed Platinum Maintenance for any currently supported software product by paying the reinstatement fees in effect at that time.
 - c) Professional Services shall be scheduled and delivered upon acceptance of this Agreement in accordance with the Project Work Plan.
 - i) Invoicing occurs monthly for all Professional Services as they are incurred on the project.
- 2) Payment Terms. All payments are due Net 30 days from date of invoice.
- 3) Reimbursable Expenses. All travel requires Town approval prior to scheduling. Invoicing occurs monthly for all travel expenses. If it appears that CartêGraph fees will exceed the estimated amount, CartêGraph will receive written approval from Town prior to incurring additional charges.

General Terms

This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

CartêGraph's liability for its failure to perform under this Agreement shall be limited to the fee paid under this Agreement.

Limited Warranty - Software. CartêGraph warrants that if Software fails to substantially conform to the published Software specifications and the nonconformity is reported in writing by City of Los Gatos to CartêGraph within 180 days from the date of installation, then CartêGraph shall, at its option, either correct the nonconformity or offer to terminate this Agreement and refund licensing fees and, pursuant to Non-Performance Clause herein, any other fees previously paid by City of Los Gatos upon return of all copies of the Software and documentation to CartêGraph. In the event of such a refund the license conveyed by this Agreement shall terminate. This Limited Warranty is solely for the benefit of City of Los Gatos.

Disclaimer of Warranties. CartêGraph makes no warranty, representation or promise not expressly set forth in this Agreement. CartêGraph disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.

Insurance. CartêGraph will maintain adequate insurance, for damage or loss, for all software provided to the Town, until such time as the Town formally accepts the software. In defining insurance coverage, CartêGraph shall secure full replacement value for the software without the requirement that the Town be responsible for any payments or

deductibles. In the event that it is necessary to make a claim under this policy, any funds received by CartêGraph shall be used to secure replacements for the Town. CartêGraph agrees to hold harmless and defend the Town and its agents, officials and employees from any liability, claim, or injury, related to or caused by fault or negligence of CartêGraph employees or subcontractors. To demonstrate this responsibility, CartêGraph shall furnish the Town with evidence of valid comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from implementation, installation, operation, or removal of the software and system. CartêGraph shall name Town as additional insured and shall furnish to the Town a copy of the insurance certificate and subsequent changes or updates.

The terms and conditions of any and all Exhibits and Attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, together with all Exhibits and Attachments hereto, constitute the entire Agreement between the parties and supercedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

Remedies, Notice and Cure. In the event of any material breach of a nonpayment provision of the Agreement by either party, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party shall have ten business days after notice is given to cure such breach, or, if the breach cannot reasonably be cured within ten business days, shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten business days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the breaching party fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to invoke the Non-Performance clause. Notwithstanding the above to the contrary, if the breach occurs with respect to only a specific Application or Applications, this Agreement shall remain in full force and effect with respect to other Applications.

Non-Performance. In the event that the City of Los Gatos reasonably determines that CartêGraph is not performing in a manner consistent with the Terms and Conditions of this Purchase Agreement, then the City of Los Gatos will have the right to, in the sequence shown: (a) formally notify CartêGraph of specific non-performance issue; (b) if after a mutually agreed upon reasonable period of time the non-performance has not been resolved, then reserve the right to withhold any and all payments pending, including Maintenance Agreement fees, until the non-performance is corrected, not excluding on-site visits; (c) request a joint meeting of CartêGraph and City of Los Gatos representatives to attempt to resolve the non-performance; (d) if after a reasonable period the non-performance remains unresolved, request arbitration in California pursuant to the terms of the American Arbitration Association. CartêGraph has the right to invoke this Section as well and to follow the same sequence of escalation.

Relationship of the Parties. CartêGraph and the Town are independent of each other. This Agreement does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. CartêGraph is an independent contractor, customarily engaged in the performance of similar services for other parties.

Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.

Transfer of Agreement. CartêGraph shall not transfer or assign any of its rights or obligations under the agreement to any other party without the prior written consent of Town, which consent may not be unreasonably withheld.

Notices. All notices or communications required or permitted as a part of this agreement shall be in writing and shall be delivered at the address set forth in this Agreement.

Legal Proceedings. This contract shall be construed in accordance with the laws of the State of California. Venue for any legal proceedings shall be in the court of jurisdiction for the Town of Los Gatos, CA.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month and year written below:

Accepted: TOWN OF LOS GATOS, CA

Accepted by CartêGraph Systems, Inc.:

Town Manager, Debra J. Figone

Mark Weber, CFO

Date

Date

Recommended by:

ATTEST:

Director of Parks and Public Works
John E. Curtis

Clerk of the Town of Los Gatos,
Marian Cosgrove, Secretary

Date

Date

Approved as to Form:

Orry P. Korb
Town Attorney

Exhibit A—CarteGraph Insurance Certificate

Insurance Certificate issued by:

Friedman Insurance
202 Fischer Bldg.
PO Box 759
Dubuque Iowa 52003
(319) 556-0272