

SUBJECT: AUTHORIZATION TO RENEW A 3-YEAR LICENSE AGREEMENT FOR OPERATIONS MANAGEMENT SOFTWARE CARTEGRAPH SYSTEMS LLC IN THE AMOUNT OF \$112,249.79.

AGENDA OF: May 5, 2020

ASSEMBLY ACTION:

*Approved under the consent
Agenda 5-5-20 (B)*

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: _____

Route To:	Department/Individual	Initials	Remarks
	IT Director	Eric Wyatt <small>Digitally signed by Eric Wyatt Date: 2020.04.17 12:17:08 -08'00'</small>	
	Public Works Director	Terry Dolan <small>Digitally signed by Terry Dolan Date: 2020.04.17 13:26:27 -08'00'</small>	
	Purchasing Officer	Rustin Krafft <small>Digitally signed by Rustin Krafft Date: 2020.04.20 07:46:59 -08'00'</small>	Annual renewals are subject to appropriations by the Assembly
	Finance Director	Cheyenne Heindel <small>Digitally signed by Cheyenne Heindel Date: 2020.04.20 09:20:51 -08'00'</small>	
	Borough Attorney	Nicholas Spiropoulos <small>Digitally signed by Nicholas Spiropoulos Date: 2020.04.20 09:38:09 -08'00'</small>	
	Borough Clerk	<i>John 4/28/20</i>	<i>(B)</i>

ATTACHMENT(S): Fiscal Note: Yes ☒ No ☐

SUMMARY STATEMENT: The Matanuska-Susitna Borough (MSB) currently uses Cartegraph for an Asset Management software widely used in small and large governments. The Mat-Su Borough has used this software for over 15 years and has developed an extensive database of our road assets. In 2017, we implemented the newer version that is geospatially connected to all of our records. This allows employees and contractors to query roads and their attributes from a map. This program is invaluable for cost and time management. The program benefits are realized as we add to, and refine our database across multiple departments. We have also implemented the Fleet management module.

The annual cost of the site license is \$36,316.21 in fiscal year

2021, \$37,405.70 in fiscal year 2022 and \$38,527.88 in fiscal year 2023 for each of the next three fiscal years, ending June 30, 2023.

RECOMMENDATION OF ADMINISTRATION: Authorization to renew our agreement with Cartegraph Systems LLC in the amount of One hundred twelve thousand two hundred forty nine dollars and seventy nine cents (\$112,249.79) to cover July 1, 2020 through June 30, 2023.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: May 5, 2020

SUBJECT: AUTHORIZATION TO RENEW A 3-YEAR LICENSE AGREEMENT FOR OPERATIONS MANAGEMENT SOFTWARE CARTEGRAPH SYSTEMS LLC IN THE AMOUNT OF \$112,249.79.

ORIGINATOR: Brooke Loudon

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$112,249.79 over 3 fiscal years (FY21-23)	FUNDING SOURCE 50% 100.115.122.426.600 50% 265.000.000.426.600
FROM ACCOUNT # 50% 115.115.122426.600/50%265.000.000.426.600	PROJECT
TO ACCOUNT :	PROJECT #
VERIFIED BY: Liesel Weiland <small>Digitally signed by Liesel Weiland Date: 2020.04.20 09:01:56 -08'00'</small>	CERTIFIED BY:
DATE: 04/20/2020	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual		112.2-----	-----	-----]		
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING		112.2-----	-----	-----]		

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund		112.2-----	-----	-----]		
State/Federal Funds						
Other						
TOTAL						

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) Subject to adoption of annual budget

Brooke Loudon

PREPARED BY:

Information Technology

PHONE:

861-8524

DEPARTMENT:

DATE:

4/16/2020

APPROVED BY:

Cheyenne Heindel

Digitally signed by Cheyenne Heindel
Date: 2020.04.20 09:21:42 -08'00'

DATE:



Matanuska-Susitna Borough

Cartegraph Software and Services Contract

PA#:
PA-2379

Date:
2/19/2020

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003

cartegraph.com

800 688.2656
563 556.8120
Fax 563 556.8149

AM 20-026

Purchase Agreement

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

CUSTOMER ADDRESS:

Matanuska-Susitna Borough
350 East Dahlia Avenue
Palmer, AK
99645

LICENSEE ADDRESS:

Matanuska-Susitna Borough
350 East Dahlia Avenue
Palmer, AK
99645

Investment Summary

The addendums attached here to include:

Addendum A - Support Services

Product		Year 1	Year 2	Year 3
OMS Plus	Quantity	1.00	1.00	1.00
	Price	USD 14,416.71	USD 14,849.21	USD 15,294.69
Internal Requests	Quantity	1.00	1.00	1.00
	Price	USD 889.95	USD 916.65	USD 944.15
OMS User	Quantity	35.00	35.00	35.00
	Price	USD 13,000.00	USD 13,390.00	USD 13,791.70
Transportation Domain	Quantity	1.00	1.00	1.00
	Price	USD 8,009.55	USD 8,249.84	USD 8,497.34
TOTAL:		USD 36,316.21	USD 37,405.70	USD 38,527.88

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.
- Contract Term Start Date: 7/1/2020

Payment Terms and Conditions

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

I. DELIVERY

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

II. SERVICES SCHEDULING

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

III. SOLUTIONS INVOICING

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

1. \$36,316.21 due upon execution of the Purchase Agreement.
2. \$37,405.70 due 15 days prior to 1st year anniversary of term start date.
3. \$38,527.88 due 15 days prior to 2nd year anniversary of term start date.

VI. PAYMENT TERMS

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

VII. PAYMENT TERMS

APPROPRIATION CLAUSE.

Customer's obligation to purchase Year 2 and 3 services are subject to Customer receiving appropriations for the purpose of purchasing Year 2 and Year 3 services. In the event Customer does not receive sufficient appropriations for the purpose of purchasing Year 2 and Year 3 services, Customer shall notify Cartegraph at least 15 days before the end of the applicable service year and the purchase Agreement will terminate at the end of the then applicable service year.



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

CARTEGRAPH:

Cartegraph Systems LLC

By: _____
(Signature)

Mitch Bradley

(Type or Print Name)

Title: **SVP of Sales & Marketing**

Date: _____

CUSTOMER:

Matanuska-Susitna Borough

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

AM 20-026

Cartegraph Systems LLC

Addendum A - Support Services

Cartegraph Support and Training Services – Scope of Work

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

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

1. Support Services

a. Campus – www.campus.cartegraph.com

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

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

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

c. Support via Case Submittal or Email

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

2. Training & Education Services

a. Convenient Online Resources:

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

b. Customer Led User Groups

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

3. Releases & Upgrades

a. New Releases:

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

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

ii.

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

b. Service Packs:

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

i.

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

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

c. Hot Fixes:

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

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

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

**ADDENDUM TO CARTEGRAPH SOLUTIONS AGREEMENT,
DATED February 19, 2020**

THIS ADDENDUM is dated today', and contains terms intended to supersede and clarify the terms set forth in that certain Cartegraph Solutions Agreement, to which this Addendum is attached and incorporated by this reference.

Section 2.5 is hereby amended to read,

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 Offerings is also subject to the terms and conditions of any Third-Party Terms applicable to that Third-Party Offering to the extent not in conflict with this Agreement or the Purchase Agreement. 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.

Section 11.1 is hereby amended to read,

11.1 General.

To the extent allowed by law each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

Section 11.3 is hereby amended to read,

11.3 By Customer.

To the extent allowed by law, Customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

BY EXECUTING THIS ADDENDUM CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date _____

Customer Name

By _____
(Signature)

(Type or print name)

Title _____

Date _____