
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2022-R-091

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND CARTEGRAPH FOR THE PURCHASE OF OMS OPERATING ACCESS**

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2022-R-091

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CARTEGRAPH FOR THE PURCHASE OF OMS OPERATING ACCESS

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Cartegraph, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

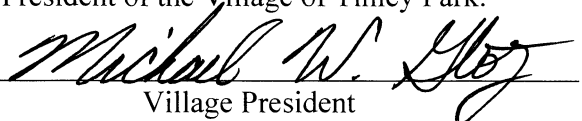
ADOPTED this 3rd day of August, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 3rd day of August, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

RESOLUTION NO. 2022-R-091

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND CARTEGRAPH FOR THE PURCHASE OF OMS OPERATING ACCESS**

Village of Tinley Park / 6/10/2022



Village of Tinley Park

Cartegraph Solutions

Master Agreement

Master Agreement: MA-22-04718
Date Prepared: 6/10/2022
Date of Expiration: 7/15/2022

For any questions or assistance, please contact:

Ben Skemp
Manager of Account Management
Phone: (563) 587-3358
Mobile: 563-542-1558
Email: benskemp@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Village of Tinley Park / 6/10/2022

Master Agreement

Cartegraph Systems LLC is pleased to present this Master Agreement for its world-class technology solutions. This Master Agreement is made and entered into between Village of Tinley Park (hereinafter referred to as "Village of Tinley Park", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph), each referred to as a "Party" or collectively as the "Parties" and is effective when fully executed by both Parties ("Effective Date").

This Master Agreement 1) will exclusively govern Customer's access to and use of Solution Subscriptions and/or Solution Services; 2) is the complete and sole understanding and agreement between Parties, and supersedes any oral or written proposal, agreement, or other communication between the Parties; 3) may only be modified or amended in writing as permitted herein; 4) is governed by the terms and conditions of the Cartegraph Solutions Agreement (Addendum A), unless (i) otherwise set forth herein, or (ii) there is an applicable written Customer Agreement executed by the Parties that directly references this Master Agreement, for the Solutions referenced in this Master Agreement. Any inconsistency between the documents shall be resolved by giving precedence to 1) a Customer Agreement (if applicable), 2) this Master Agreement, and 3) the Cartegraph Solutions Agreement.

The term of this Master Agreement shall begin on the Effective Date and continue until it is terminated as permitted herein. The duration of time specified in the Investment Summary of this Master Agreement shall be the "Initial Term." Subsequently executed Sales Orders under this Agreement may add additional Solution Subscriptions and/or Solution Services to the Initial Term as well as renew the Solution Subscriptions and/or Solution Services for successive periods, each a "Renewal Term."

BY EXECUTING OR REFERENCING THIS MASTER AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY EXHIBITS, AND THE PARTIES AGREE TO BE LEGALLY BOUND BY SUCH AGREEMENT.

CUSTOMER ADDRESS:

Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, Illinois
60477

LICENSEE ADDRESS:

Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, Illinois
60477

The following Addendums are attached to this Master Agreement and are incorporated by reference:

- ADDENDUM A - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement
- ADDENDUM B - SERVICES SCOPE OF WORK
- ADDENDUM C - Not Used
- ADDENDUM D - Not Used
- ADDENDUM E - CARTEGRAPH OMS EDITIONS
- ADDENDUM F - Not Used

Village of Tinley Park / 6/10/2022

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 5/31/2022 - 5/30/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services	CGPFSV	1.00	USD 3,600.00
Term 01 - 5/31/2022 - 5/30/2023 - Services TOTAL:				USD 3,600.00

Term 01 - 5/31/2022 - 5/30/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 41,310.00
2	Advanced Material Management (option)	OMSAMM	1	USD 780.00
3	Facilities Domain	DOM001	1	USD 0.00
4	Parks & Recreation Domain	DOM004	1	USD 0.00
5	Sanitary Sewer Domain	DOM005	1	USD 0.00
6	Signal Domain	DOM006	1	USD 0.00
7	Stormwater Domain	DOM007	1	USD 0.00
8	Transportation Domain	DOM008	1	USD 0.00
9	Walkability Domain	DOM009	1	USD 0.00
10	Water Distribution Domain	DOM010	1	USD 0.00
11	OMS User	OMSUSR	100	USD 25,200.00
12	811 Integration JULIE	811NORINT	1	USD 5,510.00
Term 01 - 5/31/2022 - 5/30/2023 - Subscription TOTAL:				USD 72,800.00

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 76,400.00
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Investment Notes:

- Any Customer Purchase Order, Contract, and/or Agreement must reference Cartegraph Master Agreement: MA-22-04718.
- Purchasing the Solutions presented herein through any alternative procurement method will require a revised price proposal which may include an associated price adjustment.
- Prices may include discounts, concessions, or incentives that are only applicable to this transaction and should not be assumed for future purchases.
- Prices do not include any taxes that may apply at the time of invoicing. If applicable, any such taxes are the responsibility of Customer and will appear on the respective invoice.
- Prices do not include any applicable Esri ArcGIS licenses.
- Prices are in U.S. Dollars (\$USD).
- Prices for the Initial Term are valid only if this Master Agreement is executed by 7/15/2022.

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Payment

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Master Agreement, Cartegraph will provide the Solution Subscriptions and/or Solution Services as detailed in the Investment Summary.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Master Agreement, which will be considered your notification for Cartegraph to proceed. 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 Master Agreement unless indicated differently in the Investment Notes.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Master Agreement. The payment for the initial term is due upon execution of the Master Agreement. Payment for any subsequent renewal terms will be due in annual installments as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$72,800.00

SOLUTION SERVICES INVOICING

Upon acceptance of this Master Agreement, invoicing for the Solution Services shall occur as follows:

- Invoicing shall occur upon the execution of this Agreement.

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).
- For customers within the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the "Customer Address" identified herein.

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Acceptance

BY SIGNING BELOW, EACH PARTY AGREES THAT 1) ITS SIGNATORY HAS THE AUTHORITY TO BIND THEIR PARTY TO THIS OBLIGATION, AND 2) THAT ALL USE AND ACCESS TO THE SOLUTION SUBSCRIPTION AND/OR SOLUTION SERVICES DESCRIBED HEREIN SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THE FOLLOWING ORDER OF PRECEDENCE A) A CUSTOMER AGREEMENT (IF APPLICABLE), B) THIS MASTER AGREEMENT AND ALL AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN, AND C) THE CARTEGRAPH SOLUTIONS AGREEMENT.

Cartegraph Systems LLC:

DocuSigned by:
Mitch Bradley
By: 439C3A53C532492
(Signature)
Mitch Bradley
(Print Name)
Title: SVP of Sales & Marketing
Date: 8/30/2022 | 9:02 AM CDT

Village of Tinley Park:

By: *Michael W. Glotz*
(Signature)
Michael W. Glotz
(Print Name)
Title: Village President
Date: August 3, 2022

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Addendum B

Services Scope of Work

The Solutions 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 are subject to the limitations and terms and conditions set for the in the Purchase Agreement, and its reverence Addendums. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS –Scope of Work

The Scope of Work includes the following professional services:

Extended Support

- Cartegraph will provide up to fifteen (15) hours for post-production system development. The deliverables will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Existing Project or implementation consulting
 - System configuration for your current products
 - Reports
 - Training

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

Exclusions

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

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

Customer/Cartegraph Responsibilities

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

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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.

Not-to-Exceed Purchase Agreement

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

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ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
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Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

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Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-091, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CARTEGRAPH FOR THE PURCHASE OF OMS OPERATING ACCESS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 3, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of August, 2022.

VILLAGE CLERK