

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Agenda - Final-revised

Wednesday, October 1, 2025

8:30 AM

City Hall, Executive Conference Room

Communication, Technology & Information Systems Committee

Committee Members

Councilwoman Sherri Reardon, Chairperson

Councilman Cesar Cardenas

Councilman Juan Moreno

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

APPROVAL OF MINUTES

Approval of the Minutes of the Communication, Technology &
Information Systems Committee Meeting on August 6, 2025

[TMP-9048](#)

Attachments: [MeetingMinutes Aug 6 2025.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

AGENDA ITEMS

Award of Contract to Avolve Software for ProjectDox SaaS
Renewal in the amount of \$41,400.00

[TMP-8955](#)

Attachments: [ProjectDoxQuote Joliet SaaS Renewal.pdf](#)
[ProjectDox at a Glance.pdf](#)

Award of Contract to Heartland Business Systems for the
Implementation of Cisco Identity Services Engine (ISE) and Three
Years of ISE Subscription and Support

[TMP-8956](#)

Attachments: [ISE.pdf](#)

Award of Contract to Heartland Business Systems for 2025/2026
Document Scanning Services in the Amount of \$100,000.00

[TMP-8957](#)

Attachments: [Heartland Back Scan per Item Quote 2025.pdf](#)

Award of Contract to RTA for the Purchase of Fleet360 Fleet
Management Software and Implementation Services in the Amount
of \$75,776.72

[TMP-8958](#)

Attachments: [RTA Agreement Master 2025.docx](#)
[RTA Quote.pdf](#)

Award of Contract to VertiGIS North America for VertiGIS Studio Enterprise Edition for a Three Year ELA Agreement in the amount of \$109,440.00 [TMP-8959](#)

Attachments: [VertiGIS SMC ELA City of Joliet 20250826.pdf](#)

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

CLOSED SESSION to discuss the following subjects:

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9048

Agenda Date:10/1/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Wednesday, August 6, 2025

8:30 AM

City Hall, Executive Conference Room

Communication, Technology & Information Systems Committee

Committee Members

Councilwoman Sherri Reardon, Chairperson

Councilman Cesar Cardenas

Councilman Juan Moreno

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

Present Councilwoman Sherri Reardon and Councilman Cesar Cardenas
Absent Councilman Juan Moreno

ALSO PRESENT: Christopher Sternal, CIO, Amanda Dite, Deputy Director of IT, Jennifer Garcia-Plascencia, Digital Communications Coordinator.

APPROVAL OF MINUTES

A motion was made by Councilman Cardenas, seconded by Councilwoman Reardon to approve.

The motion carried by the following vote:

Aye: Councilwoman Reardon and Councilman Cardenas
Absent: Councilman Moreno

[TMP-8845](#)

Attachments: [CTIS Meeting Minutes - June 4, 2025.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

AGENDA ITEMS

Award of Contract to CDWG for the Renewal of Cradlepoint NetCloud Mobile Router Licensing in the Amount of \$44,278.00

[TMP-8821](#)

Attachments: [CDW Cradlepoint Quote.pdf](#)

Christopher Sternal, CIO, discussed the Renewal of Cradlepoint Licensing with CDWG.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Sherri Reardon to recommend for approval Award of Contract to CDWG for the Renewal of Cradlepoint NetCloud Mobile Router Licensing in the Amount of \$44,278.00.

The motion carried by the following vote:

Aye: Councilwoman Reardon and Councilman Cardenas
Absent: Councilman Moreno

Award of Contract to DTS for VUEWorks Asset Management Software Support and Hosting in the amount of \$70,000.00

[TMP-8855](#)

Attachments: [VUEWorks Renewal Quote 2025.pdf](#)

Amanda Dite, Deputy Director of IT, gave an overview of the VUEWorks Asset Management renewal with DTS.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Sherri Reardon to recommend for approval Award of Contract to DTS for VUEWorks Asset Management Software Support and Hosting in the amount of \$70,000.00.

The motion carried by the following vote:

Aye: Councilwoman Reardon and Councilman Cardenas

Absent: Councilman Moreno

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

None.

ADJOURNMENT

A motion was made by Councilman Cardenas seconded by Councilwoman Reardon to adjourn.

The motion carried by the following vote:

Aye: Councilwoman Reardon and Councilman Cardenas

Absent: Councilman Moreno

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



Memo

File #: TMP-8955

Agenda Date: 10/1/2025

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:

Award of Contract to Avolve Software for ProjectDox SaaS Renewal in the amount of \$41,400.00

BACKGROUND:

ProjectDox is a cloud-based electronic plan review platform that enables digital submission, review, and approval of development projects. It streamlines workflows across departments such as Building, Engineering, and Planning, allowing for parallel reviews and faster turnaround times. The system supports transparency by providing applicants with 24/7 access to project status and reviewer comments.

CONCLUSION:

Renewing ProjectDox ensures continued efficiency in permit processing, saving time and resources for both staff and applicants. It supports improved interdepartmental coordination, and enhances service delivery to the public. With over 6,000 projects completed and an average review time of just over six days, ProjectDox has proven to be a valuable asset to City operations.

This renewal includes software licensing, managed services, and training for continued use and optimization.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:

- (b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person;
- (f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;
- (g) Purchases of professional services.

Sufficient Funds exist utilizing the Information Technology Contractual Services budget (Org 04001000, Object 524200, \$41,100.00)

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.



Joliet, IL

ProjectDox[®] ePlan Proposal

Prepared by your Avolve Software Representative
Derek Garcia

21001 N Tatum Blvd, Ste 1630-503
Phoenix, AZ 85050
www.avolvesoftware.com

Telephone:
Email: dgarcia@avolvesoftware.com



Quote Delivered To:

Chris Sternal

Director of IT

csternal@jolietcity.org

150 West Jefferson Street

Joliet, Illinois

60432

Joliet, IL

Dated: 8/6/2025

Expiration Date:

Term: 11/1/2025 - 10/31/2025

ePlan Life Cycle Solution Pricing

SaaS

Product Name	Product Code	Description	QTY	Unit Price	Total Price
Production& Test Environment for ProjectDox SaaS Single User License Pack	SAAS-P.L.SULP	<p>Software as a Service (SaaS) for ProjectDox on a Production and Test Environment Single User License Pack. Maximum of 30 users.</p> <p>Software included for SaaS Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • 1TB storage. <p>Additional storage space can be acquired.</p> <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Managed services • Annual ProjectDox upgrades <p>Production Environment Safeguard: Avolve security policy limits access to the Production environment.</p>	12.00	\$1,250.00	\$15,000.00

		External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.			
Test Environment Light-Level Capacity Project Dox SaaS License	SAAS.PDOX- T.L	<p>Software as a Service (SaaS) for ProjectDox on a Test Environment.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of ProjectDox • Managed services • Annual ProjectDox upgrades 	12.00	\$1,250.00	\$15,000.00
SaaS Laserfiche Integration	SaaS-LF- API.INT	<p>Avolve and Laserfiche integration with ProjectDox for maximum 2 environments</p> <p>Integration includes: Automated export of approved and stamped plans/documents to a single Laserfiche repository Maximum 10 metadata fields Maximum 2 environments</p>	1.00	\$6,000.00	\$6,000.00
SaaS Total					\$36,000.00

Training

Product Name	Product Code	Description	QTY	Unit Price	Total Price
TES-Video License Subscription	TES-VLS.2	TES-Video License Subscription	1.00	\$5,400.00	\$5,400.00
Training Total					\$5,400.00

100% of SaaS and Subscriptions shall be invoiced upon execution of Agreement. Services will be billed monthly on a Time and Material Basis. Payment for the remaining amount is due net thirty days (30) from invoice after work has occurred. Payment via EFT. Travel and Expenses are not included in this total and will be invoiced as incurred.	SaaS:	\$36,000.00
	Training:	\$5,400.00
	Total Year One Solution Cost:	\$41,400.00

COMPANY SIGNATURE:

DATE:

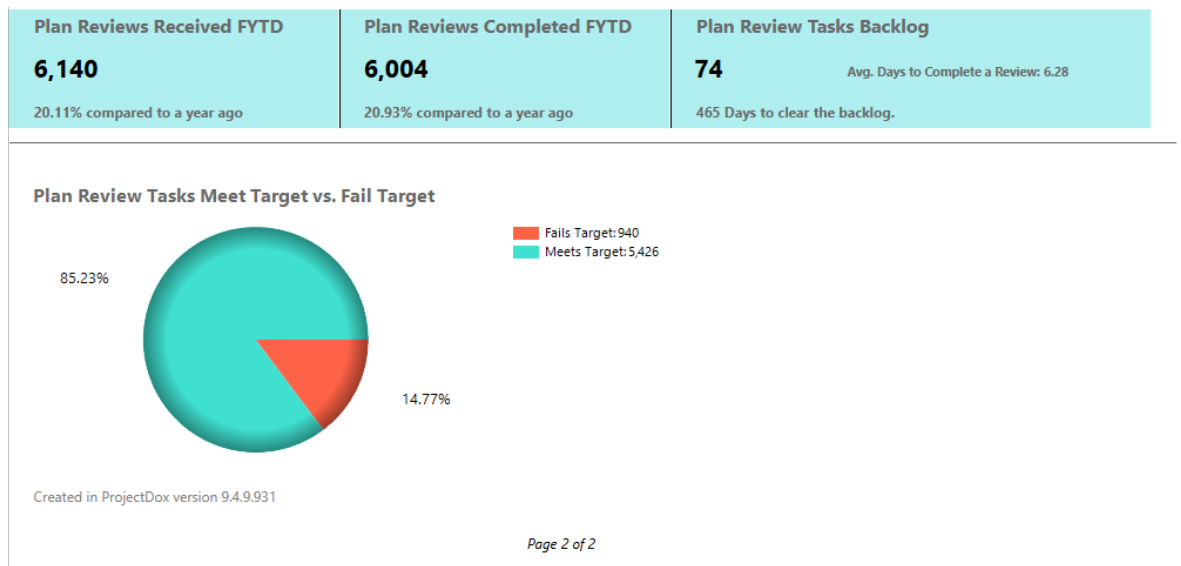
CUSTOMER SIGNATURE:

DATE:

ProjectDox at a Glance

Key Stats:

- **6,140** Projects Created, single instance Workflows not including revisions
- **6,004** Projects Completed
- **73** Staff Users
- **2,214** Registered Users (non-staff)
 - **Permit Technicians, Architects, Engineers/Firms, Contractors, Homeowners**
- **85.23%** Reviews Meet Target for Review Time



- **6.28 Days** Average Turn Around Time
- **90,212** Files not Printed ~ about 11.28 Trees saved

* The numbers you see in this report represent only electronic plan review permits in ProjectDox — a subset of the total permitting volume. On average only **32%~** permits are reviewed electronically currently.

** This demonstrates both the adoption of electronic review and the opportunity to expand its use to capture more permit types over time.

What ProjectDox Does for Us:

1. Electronic Plan Submittal & Review
 - a. Applicants upload plans digitally instead of submitting paper.
 - b. Configurable workflows allow government agencies to set up and control processes that span multiple departments: reviewers (Building, Public Works, Utilities, Planning, etc.) work in parallel, not in sequence.
 - c. Projects move through review **weeks faster** than paper-based processes.
2. Online Applications
 - a. Engineering and Planning applicants can apply via OAS within ProjectDox to begin review
3. Transparency & Real-Time Tracking
 - a. Applicants have **24/7 access** to project status and reviewer comments.
 - b. Web-based, mobile-enabled access allows field teams to view approved plan sets on tablets, with the ability to add photos and markups that sync back to the main office.
 - c. Staff can work remotely and reduce the time spent on manual tasks like printing, transporting paper plans, and filing.
4. Workflow Management
 - a. Routes projects through the correct reviewers and tracks tasks by discipline.
 - b. Helps ensure deadlines are met (85.9% of reviews hit the 15-day standard)
5. Data & Performance Insights
 - a. The platform provides real-time dashboards and reports that offer insights into process performance, workload trends, and reviewer productivity.
 - b. Supports accountability and reporting to leadership > Built-in audit trail reduces risk of disputes and errors.

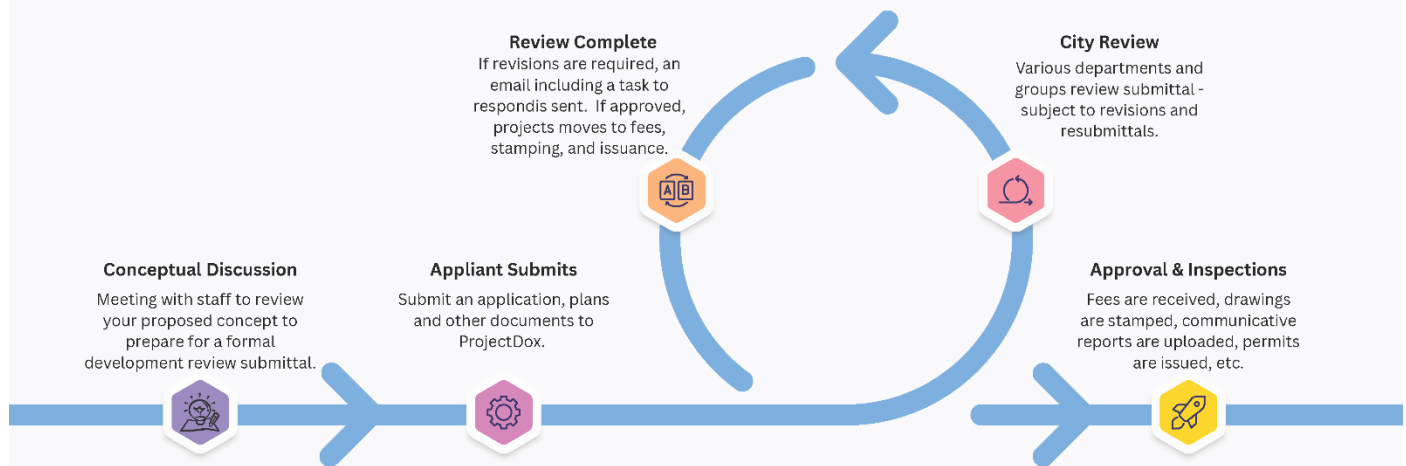
Projects Reviewed:

- **Building**
 - Industrial New, Remodel, Build-Out & Accessories.
 - Commercial New, Remodel, Build-Out & Accessories.
 - Residential New; various Remodels
 - Accessory: Fence, Parking Lots, Right-of-Way Walks/Drives
 - Misc: Signs, Solar, EV Chargers
- **Engineering**
 - Engineering: utilities, stormwater, drainage, traffic, and right-of-way improvements.
- **Planning & Zoning**
 - Land Use & zoning petitions for subdivisions, planned unit developments, annexations, and vacations of right-of-way

Process Snapshots:

Review Workflow

The City of Joliet's plan review process ensures every project is reviewed for zoning, infrastructure, utilities, and building code compliance. Applicants submit plans once through ProjectDox, and all reviewing departments collaborate digitally before permits are approved and inspections begin.



Impact & Benefits:

- Faster reviews – quicker development approvals
- Eco-Friendly & Efficient – saves paper, travel, and emissions
- Scalability – integrates into Tyler Munis and Laserfiche > preparing for AI, GIS, Mobile use, and Analytics
- Multi-Agency Capability - The platform serves as a central workspace for internal departments, third-party reviewers, and applicants to share plans, comments, and communications.
- Version Control - The system automatically manages versioning of plan sets and documents when updates are uploaded, ensuring everyone is working with the most current files.



Memo

File #: TMP-8956

Agenda Date: 10/1/2025

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:

Award of Contract to Heartland Business Systems for the Implementation of Cisco Identity Services Engine (ISE) and Three Years of ISE Subscription and Support

BACKGROUND:

Cisco Identity Services Engine (ISE) is an advanced network security platform that enables the City to manage and control access to its network infrastructure. By verifying the identity of users and devices-whether connecting through wired, wireless, or remote VPN access-ISE ensures that only authorized individuals and equipment can access city systems. This implementation will provide a unified, policy-driven approach to network access, enhancing both security and operational efficiency across all departments.

CONCLUSION:

Deploying Cisco ISE will enhance the City's network security by enforcing centralized access policies, improving visibility, and supporting a zero-trust architecture. This investment will protect city systems from unauthorized access and streamline IT operations. The cost breakdown is as follows:

One-Time Fees

Item	Cost	Notes
Cisco Small Secure Network Servers	\$28,447.48	One-time hardware cost
HBS Implementation Services	\$96,077.50	Includes engineering, PM, and training

Annual Costs

Year	Item	Cost
2025	Cisco ISE Subscription & Support	\$13,605.53
2026	Cisco ISE Subscription & Support	\$13,605.53
2027	Cisco ISE Subscription & Support	\$13,605.53

| Total Estimated Cost || \$165,341.57 |

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.

Statement of Work

City of Joliet

ISE IMPLEMENTATION

SOW Prepared By:

Mauri Spampinato
Solution Consultant
Heartland Business Systems, LLC
Phone: (630) 452-7382
mspampinato@hbs.net

Matt Cross
Tech/Engineer
Heartland Business Systems, LLC
Phone: (262) 200-1087
mcross@hbs.net

Kelsey Jasinski
Project Coordinator
Heartland Business Systems, LLC
Phone: (262) 953-5038
kjasinski@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Joliet (hereinafter referred to as “Customer”).

This Statement of Work (SoW) defines the scope of services to implement a secure network access architecture encompassing wired 802.1X, wireless 802.1X, VPN authentication, and centralized RADIUS services using Cisco Identity Services Engine (ISE). The goal is to deliver an integrated and policy-driven access control framework for both corporate and guest users across all access mediums.

The objectives of the project are:

- Deploy 2 x ISE Virtual Machines
- Wired ISE in Closed Authentication (up to 145 switches)
- Wireless ISE in Closed Authentication (up to 3 x SSIDs)
- VPN Authentication (up to 10 x Authentication Profiles)
- Device Administration Authentication (up to 172 devices)

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

In Scope

- Project Management & Planning
 - Conduct project kick-off meeting with stakeholders
 - Assign engineering resources and develop project schedule
 - Review and validate Bill of Materials (BoM)
 - Identify IT stakeholders for wired, wireless, VPN, and guest access components
- Infrastructure Preparation
 - Deploy and configure ISE Virtual Machines (2-node Admin/Policy/Monitoring as needed)
 - Size and location to be determined with customer for placement
 - Verify required network services (DNS, DHCP, NTP, AD, PKI) are available and accessible
- Wired Access Configuration
 - Configuration
 - Enable profiling probes and rules for dynamic endpoint detection
 - Create and test Monitor Mode policy set
 - Create Closed Mode policy set and migrate 3 switches with IT support
 - Create required DACLs with IT collaboration
 - Configure authentication and authorization policies for wired endpoints
 - Configure switches in ISE with device groups and network device profiles
 - Pilot
 - Identify (up to 10) access layer switches for pilot implementation
 - Identify wired endpoints (e.g., IP Phones, Access Points, Printers, PCs)
 - Configure global 802.1X settings on pilot switches
 - Configure interface-level 802.1X on identified ports



- Validate access control via wired authentication testing
 - Cutover schedule to be determined in the project plan
 - Migrate to new authentication / authorization policies on switches
 - Monitor for unexpected disruptions and roll back if necessary
- Full Deployment
 - Configure global 802.1X settings on remaining switches
 - Configure interface-level 802.1X on identified ports
 - Validate access control via wired authentication testing
 - Cutover schedule to be determined in the project plan
 - Migrate to new authentication / authorization policies on remaining switches
 - Monitor for unexpected disruptions and roll back if necessary
- Wireless Access Configuration
 - Configuration
 - Identify Wireless LAN Controllers (WLCs) and WLANs in scope
 - Identify wireless endpoints (Staff devices, BYOD, Guests)
 - Configure AAA RADIUS settings on WLCs
 - Configure ISE Authentication and Authorization policies for wireless endpoints (up to 30 policies)
 - Deploy and configure ISE Guest Services portal (customizable per customer needs, up to 2 portals)
 - Setup new SSIDs for new authentication methods (up to 3 new SSIDs)
 - Pilot
 - Validate device onboarding for new SSIDs (up to 10 different device types)
 - Validate wireless 802.1X and guest access across different device types
 - Full Deployment
 - Validate device onboarding for new SSIDs
 - Validate wireless 802.1X and guest access across different device types
- VPN Authentication Configuration
 - Identify VPN appliance/gateway in scope (Secure Firewall / FTD)
 - Configure SAML Authentication with RADIUS-based VPN Authorization with ISE (up to 2 VPN portals)
 - Define user/group access policies in ISE (tie to AD groups or certificate trust, up to 5 user groups)
 - Test authentication and posture validation if applicable
 - Validate VPN user experience and ensure secure access enforcement
- Device Administration Authentication Setup
 - Configure Device Authentication / AAA settings for non-local username login (up to 172 devices)
 - Configure Radius Authorization policies (up to 2 user groups)
 - Validate logging, accounting, and live session tracking
- Training & Knowledge Transfer
 - Provide knowledge transfer sessions for IT administrators
 - Review authentication policies, user and device flows, and operational runbooks

Out of Scope

Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following:



- Implementation or redesign of internal/public certificate authority (CA) infrastructure. Assumes existing PKI is functional and integrated with Active Directory
- Active Directory restructuring, group policy cleanup, OU reorganization, or user/group audit/cleanup outside of access policy definitions.
- Hardware upgrades, image refreshes, or feature licensing for switches or wireless controllers beyond what is required for 802.1X or RADIUS integration.
- Configuration of firewalls, segmentation, or ACLs outside of dynamic ACLs required by ISE for policy enforcement.
- Integration with third-party ticketing systems, MDM platforms, asset databases, or custom guest access portals.
- End-user training (e.g., how to connect to Wi-Fi, use VPN, or certificate installation) is outside the scope.
- Configuration or remediation of client devices (e.g., supplicant configuration, certificate deployment, OS patching, driver updates).
- Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third-party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- PKI environment must be deployed ahead of the project start if not already deployed
- MDM will be used or group policies will be used to deploy required authentication settings
- Customer to provide laptop and test equipment in order to validate onboarding of devices
- Customer provides administrative access to switches, WLCs, VPN appliances, and ISE
- Endpoint inventory and policy requirements are supplied prior to build
- Customer to provide any portal elements that they want customized (limited to logo)

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.



- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Milestones

The project milestones below are utilized to track progress against the Project Plan.

#	Milestone
1	Deployment and Configuration of ISE
2	Wired ISE
3	Wireless ISE
4	VPN Authentication
5	Device Administration

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:



Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	ISE Policy Export
2	Device Configuration Templates

Estimated Hours

This is an estimate of hours and, by its nature, is a “best guess,” based on industry standards and best practices, HBS’ experience, and Customer’s needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

#	Task	Est Effort (hrs)
1	Engineering	237.5
2	Engineering – After Hours	110
3	Project Management	65
	Total Hours	412.5

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions



Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

ISE Deployment with Appliances

Quote #346153 v3



Prepared For:

Joliet, City of
 Jeff D'Aleo
 150 W Jefferson St.
 Joliet, IL 60432

P: (630) 656-8370
E: jdaleo@joliet.gov

Prepared By:

Chicago Illinois Office
 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382
E: mspampinato@hbs.net

Date Issued:

07.30.2025

Expires:

08.22.2025

Cisco Small Secure Network Server		Price	Qty	Ext. Price
SNS-3815-K9	Small Secure Network Server for ISE Applications	\$7,373.70	2	\$14,747.40
CON-SNT-SNS3A8K9	SNTC-8X5XNBD Small Secure Network Server for ISE Appl 36 months	\$6,231.52	2	\$12,463.04
SNS-NVMG4-M960-D	960GB 2.5in U.3 15mm P7450 Hg Perf Med End NVMe	\$442.43	2	\$884.86
SNS-PSU1-1200W-D	1200w AC Titanium Power Supply for C-series Rack Servers	\$0.00	2	\$0.00
SNS-PSU1-1200W-D2	1200w AC Titanium Power Supply for C-series Rack Servers	\$176.09	2	\$352.18
SW-38X5-ISE-K9	Cisco ISE Software Load on SNS-38x5-K9 appliance	\$0.00	2	\$0.00
SNS-CPU-A9115	AMD 9115 2.6GHz 125W 16C/64MB Cache DDR5 6000MT/s	\$0.00	2	\$0.00
SNS-MRX32G1RE5	32GB DDR5-6400 RDIMM 1Rx4 (16Gb)	\$0.00	4	\$0.00
SNS-O-ID10GC-D	Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP3.0 NIC	\$0.00	2	\$0.00
SNS-OCP3-KIT-D	C2XX OCP 3.0 Interposer W/Mech Assy	\$0.00	2	\$0.00
SNS-RIS1A-225M8	C225 M8 1U Riser 1A PCIe Gen4 x16 HH	\$0.00	2	\$0.00
SNS-TPM2-002D-D	TPM 2.0 FIPS 140-2 MSW2022 compliant AMD M8 servers	\$0.00	2	\$0.00
SNS-BBLKD-M8	UCS C-Series M6 & M8 SFF drive blanking panel	\$0.00	18	\$0.00
SNS-CBLFNVME-225M8	C225M8 NVME Cable, Mainboard to backplane	\$0.00	2	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
SNS-PCIEIQ10GF-D	Intel X710 quad-port 10G SFP+ NIC	\$0.00	2	\$0.00
Subtotal				\$28,447.48

Cisco ISE Subscription - 3 Year Billed Annually - Year 1 of 3, Billed 2025		Price	Qty	Ext. Price
ISE-SEC-SUB	Cisco Identity Service Engine - Subscription	\$0.01	1	\$0.01

Cisco ISE Subscription - 3 Year Billed Annually - Year 1 of 3, Billed 2025		Price	Qty	Ext. Price
ISE-A-LIC	Cisco Identity Services Engine Advantage - License - 1 License	\$3.38	3500	\$11,830.00
SVS-ISE-SUP-S	Cisco Solution Support - Service - 24 x 7 - Technical (Per Month)	\$147.96	12	\$1,775.52
Subtotal				\$13,605.53

Cisco ISE Subscription - 3 Year Billed Annually - Year 2 of 3, Billed 2026		Price	Qty	Ext. Price
ISE-SEC-SUB	Cisco Identity Service Engine - Subscription	\$0.01	1	\$0.01
ISE-A-LIC	Cisco Identity Services Engine Advantage - License - 1 License	\$3.38	3500	\$11,830.00
SVS-ISE-SUP-S	Cisco Solution Support - Service - 24 x 7 - Technical (Per Month)	\$147.96	12	\$1,775.52
Subtotal				\$13,605.53

Cisco ISE Subscription - 3 Year Billed Annually - Year 3 of 3, Billed 2027		Price	Qty	Ext. Price
ISE-SEC-SUB	Cisco Identity Service Engine - Subscription	\$0.01	1	\$0.01
ISE-A-LIC	Cisco Identity Services Engine Advantage - License - 1 License	\$3.38	3500	\$11,830.00
SVS-ISE-SUP-S	Cisco Solution Support - Service - 24 x 7 - Technical (Per Month)	\$147.96	12	\$1,775.52
Subtotal				\$13,605.53

HBS Services		Price	Qty	Ext. Price
HBS-FLEX-SERVICES	HBSFLEX Services - Estimated Engineering, Project Managment, Travel Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	\$96,077.50	1	\$96,077.50
Subtotal				\$96,077.50

(Not in Total) Cisco ISE Virtual Machine		* Optional	Price	Qty	Ext. Price
R-ISE-VMC-K9=	Cisco ISE Virtual Machine Common PID		\$2,163.26	2	\$4,326.52
CON-ECMU-RISE9KVM	SWSS UPGRADES Cisco ISE Virtual Machine Common PID		\$2,983.21	2	\$5,966.42
		* Optional Subtotal			\$10,292.94

Non-Returnable/Non-Refundable Language

Cisco/Meraki Note:

All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary		Amount
Cisco Small Secure Network Server		\$28,447.48
Cisco ISE Subscription - 3 Year Billed Annually - Year 1 of 3, Billed 2025		\$13,605.53
Cisco ISE Subscription - 3 Year Billed Annually - Year 2 of 3, Billed 2026		\$13,605.53
Cisco ISE Subscription - 3 Year Billed Annually - Year 3 of 3, Billed 2027		\$13,605.53
HBS Services		\$96,077.50
Total:		\$165,341.57

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid

HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v1.0

Acceptance**Chicago Illinois Office****Joliet, City of**

Mauri Spampinato

Signature / Name

07/30/2025

Date

Signature / Name

Initials

Date

IL Service Schedule 3 - 2025

SCHEDULE to the Service Agreement ("Agreement") between Heartland Business Systems, a Wisconsin limited liability company, (hereafter called Heartland) and Joliet, City of(Customer). Heartland and Customer (hereafter called PARTIES) agree as follows:

1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
2. **Pricing.** Customer agrees to pay Heartland based on the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. **Travel.** Travel will be billed to customer at below rates based on one way travel from closest Heartland office.
4. **Prepayment.** HBSFLEX Volume Service Pricing is available only for prepaid service blocks. HBSFLEX Agreements may not be used to purchase products.
5. **Expiration.** HBSFLEX Agreements will expire 18 months from date of purchase.
6. **Additions.** Should this quote be an addition or conversion of an existing agreement, Rate schedule below will apply to all funds.

SS.2024.V1.0

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15 minute increments)

Engineer Work Role	Standard Hourly Rate	Prepaid Flex Hourly Rate
Structured Cabling	\$100	\$100
Project Coordinator	\$115	\$115
AV Tech I Break-Fix I Cisco Collaboration I ESRM Coordinator I Help Desk I Physical Security Engineer I Project Coordinator Project Manager I	\$125	\$125
AV Engineer II Cabling II Cabling Project Manager II Cisco Collaboration II Cloud Engineer II Enterprise Engineer II Help Desk II HBS Data Center Engineer II Imaging Technician II Mitel Collaboration II Network Operations Center II Physical Security Engineer II Project Manager II SMB Engineer II	\$160	\$160
AI III Apps Business Consulting III AV Engineer III Cisco Collaboration III Cloud Engineer III Custom Development III Data Analytics III D365 Consultant III D365 / Modern Work Consultant III Enterprise Engineer III Imaging Technician III Mitel Collaboration Engineer III Network Operations Center III Physical Security Engineer III Project Manager III SQL III	\$195	\$195
AI IV Cisco Collaboration IV Cloud Architect IV Data Analytics IV D365 Senior Consultant IV Enterprise Technical Engineer IV ERP/Dynamics GP IV InfoSec Consultant IV InfoSec SOC Consultant IV Project Manager IV SMB Engineer IV SQL IV	\$215	\$215
AI V	\$240	\$240

Applications Architect V Cisco Collaboration V Cloud Architect V Data Analytics V D365 Custom Dev V Enterprise Principal Engineer V ERP/Dynamics GP V SQL V	\$250	\$250
Business Technology Consultant VI Enterprise Principal Engineer VI Cloud Architect VI Cloud Architect - InfoSec VI Collaboration Architect VI Data Analytics VI	\$290	\$290
InfoSec Consultant VII InfoSec SOC Consultant VII	\$335	\$335
On Call Pager	\$350	\$350
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate	1.5x Base Rate



Memo

File #: TMP-8957

Agenda Date: 10/1/2025

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:

Award of Contract to Heartland Business Systems for 2025/2026 Document Scanning Services in the Amount of \$100,000.00

BACKGROUND:

In continuation of the City's multi-year initiative to digitize and modernize document management through Laserfiche, Heartland Business Systems (HBS) has been selected to continue document conversion services for 2025/2026. This follows successful back scan projects completed in 2023 and 2024 for Human Resources, City Clerk, and City Developments.

CONCLUSION:

The proposed services are essential to the City's ongoing digital transformation and will enhance accessibility, searchability, and long-term preservation of records. The quote includes detailed tracking, quality assurance, and secure handling protocols. Pricing is as follows:

Service Type	Rate
Standard documents ($\leq 11 \times 17$)	\$0.15 per image
Large drawings	\$2.50 per drawing
Water-damaged documents	\$0.28 per image
Bound books	\$0.30 per image
Unbound books	\$0.22 per image
Travel Fee	\$200 per trip
Boxing Fee (if needed)	\$5.00 per box

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:

- (b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person;
- (f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;
- (g) Purchases of professional services.

Sufficient Funds exist utilizing the Information Technology Capital Funds budget (Org 30040120; OBJ 523300; \$100,000.00)

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.

City of Joliet - Document Conversion Services

Quote #388364 v1



Prepared For:

Joliet, City of
 Amanda Dite
 150 W Jefferson St.
 Joliet, IL 60432

P: (815) 724-3931
E: adite@joliet.gov

Prepared By:

Chicago Illinois Office
 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382
E: mspampinato@hbs.net

Date Issued:

09.18.2025

Expires:

10.31.2025

Document Conversion Process

Price

Qty

Ext. Price

Document Conversion Services
Document Conversion Process

All phases of this project will be performed at our production facility located in Little Chute, WI. Your documents will be picked up and transported to our facility by our staff and vehicles.

Tracking System

All records that enter and leave HBS are logged in our document tracking system. Your records will be tracked by date in, number of boxes and record type. A detailed job sheet for the record type will be created outlining the conversion requirements. Upon completion of the conversion process we log delivery date, number of files and number of images delivered and number of document boxes destroyed.

Document Preparation

The document preparation for your project will consist of removing documents from files folders, removing documents from binders, removing staples and any other paper fasteners, unfolding documents etc. Any document repair will be charged at \$35.00 an hour. HBS is not responsible for any damage to historical documents.

Document Capture

Our experienced staff uses the latest scanning equipment and image processing software to convert various media types to digital images.

Image Quality

With our capture software each image is displayed as it is being scanned into a logical batch for indexing. Each image is viewed for quality and legibility. Images that are too light, too dark or skewed are re-scanned.

Image Indexing

The index phase will be based on this Department's requirements.

Image Delivery

Upon completion of the conversion, images will be uploaded into LaserFiche. These images will be scanned as black and white tiffs, no more than 300DPI. Per the City's needs, all original paperwork will be returned or destroyed by

Document Conversion Process	Price	Qty	Ext. Price
shredding.			
Record Access			
The City of Joliet office staff will have access to its documents during normal business hours M-F 8:00am – 5:00pm. Information requested will generally be scanned and e-mailed with 4 hours of request.			

Document Conversion Pricing	Price	Qty	Ext. Price
11x17 or smaller: \$0.15 per image			
Drawings (Larger than 11x17): \$2.50 per drawings			
Water Damaged Documents (11x17 and smaller): \$0.28 per image			
Bound Books: \$0.30 per Image			
Unbound Books: \$0.22 per Image			
Travel Fee: \$200 per trip			
Boxing Fee: \$5.00 per box boxing fee if HBS must box the documents. No additional fee if the documents are already boxed.			
OCR (Optical Character Recognition): \$0.005 per image – In the past, we have not done OCR since Laserfiche has an OCR option.			

Conversion Service Notes	Price	Qty	Ext. Price
Customer agrees it is in the best position to assess its insurable interest in its Data and Customer warrants that it has adequate insurance coverage, if deemed necessary, to replace the Data, recover the value of the Data, or recuperate any damages, direct and/or indirect, that may result due to the potential loss of or damage to said Data. Customer acknowledges, understands, and agrees that Customer is solely responsible for obtaining sufficient insurance coverage for any damage and/or loss of any or all Customers documents while in the possession of third party transport or Heartland. Heartland shall have no liability whatsoever, under any circumstances, for the loss of or any damages to Customer's documents, records, data, papers, media and/or any other property/asset (herein collectively referred to as "Data") placed into Heartland's custody and/or control. Customer agrees to provide Heartland verification of Customer's insurance coverage, upon request.			
Access to your information while in our possession can be done by contacting our production department. They will retrieve the requested information and email it to the requesting party. This service is available during normal business hours, M-F, 8:00am to 5:00pm.			
The customer acknowledges that Heartland shall have no obligation to retain copies of any documents or other materials provided by the customer.			
The information set forth in this proposal are considered confidential and are not to be copied, disseminated or distributed to third parties without the written permission of Heartland. If proposal is accepted and document conversion services are performed, actual conversion quantities will be invoiced.			

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance

Chicago Illinois Office

Joliet, City of

Mauri Spampinato

Signature / Name

09/18/2025

Date

Signature / Name

Initials

Date



Memo

File #: TMP-8958

Agenda Date: 10/1/2025

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:

Award of Contract to RTA for the Purchase of Fleet360 Fleet Management Software and Implementation Services in the Amount of \$75,776.72

BACKGROUND:

The City maintains a diverse fleet of vehicles, supporting internal departments and external partners. To improve management of our fleet assets, multiple solutions that align with our operational goals were evaluated. Fleet360 offers enhanced capabilities for tracking routine service, repairs, and warranty claims, while also supporting services provided to outside entities.

CONCLUSION:

Adopting Fleet360 will strengthen our fleet operations, improve service efficiency, and support long-term sustainability. This purchase is a forward-looking investment that expands our capabilities. The agreement includes an initial one-year term, with the option to extend for up to four additional one-year periods and any annual price increase will be capped at 5%. This structure provides both flexibility and cost predictability while aligning with the City's goals for modernization and improved service delivery.

To ensure competitive pricing, the Fleet360 platform will be purchased using Sourcewell ID #102924-RTA purchasing agreement.

Fleet360 Pricing Summary

Category	Description	Total Price (after 8% discount)
One-Time Implementation	Fleet Valet with Onsite Training (includes setup, data import, training, etc.)	\$27,554.00
Annual Software Services	RTA Platinum Tier SaaS (914 assets)	\$45,407.52
	RTA Equipment Licenses (255 units)	\$2,815.20
	Annual Subtotal	\$48,222.72
Total First-Year Cost	One-time + Annual	\$75,776.72

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Two of these circumstances apply:

- (f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;
- (g) Purchases of professional services.

Sufficient Funds exist utilizing the Information Technology Professional Services budget (ORG: 04001000, OBJ 523300, \$75,776.72)

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.

Services Agreement for RTA Fleet Management Software-as-a-Service by Ron Turley Associates Inc

This Application Services Agreement for RTA Fleet Management System (“Agreement”) is between *Ron Turley Associates, Inc.* (“RTA”), 17437 N 71st Drive, Suite 110, Glendale, AZ 85308, and _____ (“COMPANY”) _____, RTA or COMPANY may modify this Agreement from time to time, subject to the terms in Section 10 (Changes to this Agreement).

1. RTA’s Service Provided and COMPANY’s Use of the Service

- a. RTA will allow COMPANY to access software provided by RTA through use of encrypted and password protected Web Application, Mobile Application and API’s (collectively the “Service”).
- b. COMPANY is hereby granted a non-exclusive, non-transferable, limited license to access and use the Service subject to the terms and conditions contained in this Agreement.
- c. RTA does not review or pre-screen the contents of electronic data uploaded or posted to the Service (“Content”) by the COMPANY, and RTA claims no intellectual property rights with respect to the Content.
- d. COMPANY agrees not to reproduce, duplicate, copy, sell, resell, or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML or any visual design elements without the express written permission from RTA.
- e. COMPANY agrees not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, RTA, or any other software or service provided by RTA.
- f. COMPANY agrees not to use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, and obscene or in violation of this Agreement.
- g. The Service is protected by United States and international copyright laws and treaties, as well as other laws and treaties. Except for the non-exclusive license granted pursuant to this Agreement, COMPANY acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with RTA.
- h. RTA reserves the rights at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with 180 day written notice.
- i. RTA reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs, or

installation of upgrades, and will endeavor to provide 24-hour notice prior to any such suspension, as detailed in section 8.

- j. COMPANY understands and acknowledges that while the software application is not certified, the data center and network equipment provided by AWS holds multiple certifications, viewable at <https://aws.amazon.com/compliance/programs/>.
- k. RTA will provide access to data backups on an automated, scheduled interval should COMPANY desire to archive a local copy of the data backup files. Email support@rtafleet.com to request this additional service option. No additional fee is charged for this optional service.
- l. The COMPANY understands and agrees that RTA cannot and does not control the flow of data to or from the network or on other portions of the internet. At times, actions or inactions of third parties may impair or disrupt COMPANY's connections to the internet or portions thereof.

2. Payment

- a. COMPANY will pay within 30 days of receipt of an RTA invoice.
- b. Such invoices will begin upon execution of this Agreement with Net 30 terms and will continue on the recurring basis as specified in the pricing proposal following execution of the Agreement. Any payments received after the first day of each calendar month are subject to a late fee equal to one and one-half percent per month, calculated on a daily basis.
- c. No refunds or credits will be issued for partial months that COMPANY utilizes the Service. Pro-rated refunds will be paid 60 days after the last day of service.
- d. If COMPANY fails to pay any payment due within Thirty (30) days of the received RTA invoice, RTA shall have the right to suspend the COMPANY's access to the Service or take any other steps necessary to ensure payment.
- e. COMPANY may purchase upgrades to the software or service at any time during the term of this Agreement, such as additional vehicle asset licenses, additional user licenses, or software add-on modules. Applicable pricing increase for the upgrades will be applied to the next billing cycle or the following month, whichever is closest.
- f. If at any time, service is shut off due to non-payment of outstanding invoices, a \$250.00 Service Fee will be invoiced to restore service.

3. Term of Service

- a. If COMPANY should wish to cancel the Agreement, it may do so by providing thirty (30) days' notice to RTA of intent to cancel and paying all outstanding charges.
- b. The Agreement shall be for an initial term of one (1) year, with the right to extend the term for up to four (4) optional one (1) year extensions under the same terms as the Agreement, subject to a price increase not to exceed 5% above the prior year at the discretion of RTA, and subject to mutual cancellation at any time upon one-hundred and eighty (180) day written notice from one party to the other.

- c. RTA, in its sole discretion, has the right to suspend or discontinue providing the Service to COMPANY, with 30 days' notice, for non-compliance with this Agreement, and pursue any other remedy legally available to it.
- d. Upon cancellation or termination of this Agreement, RTA will provide a system backup which will be made available for download by COMPANY.
- e. Upon cancellation or termination of this Agreement, all Content associated with such subscription will be irrevocably deleted from the Service after 90 days, and RTA will have no obligations to maintain such Content thereafter.
- f. All outstanding balances must be paid in full prior to data backups being delivered to COMPANY.

4. COMPANY Obligations

- a. COMPANY shall designate, in writing, contact information for at least two representatives, including emergency contact information. Such representatives shall be notified via e-mail or phone in the event of any emergency related to the Service such as cyber security breach, data loss, or complete service outage. Any obligation of RTA related to any emergency shall be completed once RTA contacts either of the representatives either by telephone message or by sending an email message to a representative. If COMPANY fails to designate such emergency contacts, RTA shall have no obligation in an emergency.
- b. COMPANY shall comply with all reasonable requests of RTA, including, but not limited to, delivering information to RTA such as is necessary to perform the Service. RTA shall not be liable for any failure to deliver the Service that is caused by the failure of COMPANY to comply herewith.

5. Representations of the Parties

- a. Each party hereto represents and warrants that as of now, and at all times throughout this Agreement, (1) it is duly organized and has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; and (2) the performance of its obligations under this Agreement does not violate any laws or regulations and does not breach any agreements with third parties.

6. Warranty and Limitation of Liability

- a. RTA warrants that the Services and intellectual property rights provided by RTA or used by RTA to provide the Services do not infringe on the intellectual property rights of any third party in the United States.
- b. RTA and its officers, employees and affiliates shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, damage to COMPANY's equipment, goodwill, use, data or other intangible losses, regardless of whether RTA had notice of the possibility of such damages, resulting from the use of the Service, except in the event of such damages arising out of or relating to the willful or

- negligent act, or willful or negligent omission of RTA, its officers, employees, agents or affiliates, or a breach of RTA's warranty in section 6(a), above.
- c. Notwithstanding anything to the contrary in this Agreement, RTA shall abide by all of its established security procedures and its online privacy policy, if applicable, in all respects; shall at all times comply with its privacy policy and all applicable laws, rules and regulations, and shall use commercially reasonable efforts to prevent the accidental unauthorized use, copying or disclosure of COMPANY's personal information. RTA shall maintain reasonable security measures designed to ensure the confidentiality of such personally identifiable data and to protect it from unwarranted, accidental or unauthorized access, disclosure, modification or destruction.
 - d. RTA will defend, indemnify and hold harmless COMPANY and its affiliates, its respective shareholders, directors, officers, employees, subcontractors, agents and representatives during and after the Term of this Agreement from and against any and all third-party claims, demands, suits, judgments, settlements, losses, liabilities, deficiencies, and expenses of any nature (including reasonable attorneys' fees) to the extent resulting from, or arising out of RTA's performance under this Agreement, including, but not limited to, any actual or alleged: (i) negligent acts or omissions to the extent attributable to RTA; (ii) any breach of a third party's intellectual property rights allegedly to the extent caused by RTA and/or, for additional clarity, any claim that intellectual property rights furnished by RTA infringes on the intellectual property rights of any third party RTA specifically disclaims any duties or obligation to defend, indemnify, or pay for any losses, liabilities, claims, deficiencies, and expenses of any nature (including attorneys' fees) incurred by COMPANY to the extent arising out of COMPANY's own negligence (including passive or active), nonfeasance, or malfeasance or other breach arising out of this Agreement.

7. Database Access Provisions

- a. In consideration for using the SQL Database format of RTA, RTA is offering this section as a Letter of Understanding concerning the DATA and issues that may arise in connection with an open database system. If COMPANY has requested direct access to the database, be it understood that:
- b. To provide direct connection to the COMPANY SQL database, making it available for connection from SQL Management Studio, Crystal Reports, or integrating with other SQL-aware applications, RTA must place the database on a SQL database server that is connected to the internet. The SQL server connection string listens on a non-standard port and is protected by standard SQL Server security features. A user account specific to COMPANY will be provided and is used solely to access the database. For additional security, a firewall prevents anonymous entities from connecting to the database server. COMPANY will need to provide RTA with the public IP address(es) from which COMPANY will be connecting to the database so that we may allow the connection.
- c. All database connections are read only.

- d. COMPANY is hereby notified that if a data element in a table is deemed to be invalid, RTA will use all diligence to determine the nature of the source of the invalidity. If source of the error is determined to be from an outside query operation or user modification to the data, RTA can assist in correcting the data at our standard professional services rate of \$250/hour.
- e. RTA is requesting that write access to the data be limited (e.g., Not available to non-technical users) to only certain users of the Service.
- f. RTA recognizes the value of using database systems to enhance data availability, access, and reporting. RTA Tech support will support the normal database access questions (field definitions, linkage relationships) but cannot assist in writing queries, forms, or other data-access objects and methods without a formal engagement for those services.
- g. COMPANY will specify static IP addresses that will be connecting to the RTA database by emailing Company Name and IP address(es) to support@rtafleet.com. Connections from all other addresses outside the Service will be blocked.

8. Service Level Agreement (SLA)

- a. **Service Scope.** The following Services are covered by this section:
 - 1. Staffed telephone support
 - 2. Monitored email support
 - 3. Software monitoring
 - 4. Data Center monitoring
 - 5. Service Uptime

b. **COMPANY Requirements.** COMPANY responsibilities and/or requirements in support of this Agreement include:

1. Payment for service-related invoices at the agreed interval.
2. Reasonable availability of COMPANY representative(s) and/or COMPANY IT staff when resolving a service-related incident or request.
3. COMPANY IT staff is responsible for local computers, printers, and local network infrastructure maintenance.
4. COMPANY IT staff is responsible for maintaining a suitable internet connection and communication with applicable Internet Service Providers.
5. COMPANY will notify RTA by email (support@rtafleet.com) of changes in staff requiring addition or deletion of server user accounts within 1 business day.
6. COMPANY maintains user accounts and user privileges within the RTA Fleet Management Software.
7. Provide information about hours of operation to assist service administrators in scheduling planned maintenance for minimal disruption to COMPANY.
8. If hours of operation coincide with RTA business hours, work with service administrators to accommodate necessary maintenance during business hours.

c. **RTA Requirements.** RTA's responsibilities and/or requirements in support of this Agreement include:

1. Installing, configuring, and maintaining servers and network infrastructure related to the service.
2. Maintaining disk storage related to the service.
3. Appropriate notification to COMPANY for scheduled maintenance which would occur during COMPANY's normal operating hours (operating hours provided by COMPANY to RTA during initial setup of the service).
4. Appropriate notification to COMPANY for major data or system architecture changes.
5. Install upgrades and updates to the Fleet Management Software.
6. Provide access to downloadable data backups on an automated, scheduled interval should COMPANY desire to archive a local copy of the data backup files. COMPANY will submit request to service administrators (support@rtafleet.com) if access to data backups is desired.
7. Service Commitment. Use commercially reasonable efforts to make the service available with a Monthly Uptime Percentage of at least 99.8%, in each case during any calendar month.
 1. In the event RTA does not meet the Service Commitment, COMPANY will be eligible to request a Service Credit.
 2. If the monthly uptime is between 99.5% and 99.79%, COMPANY may request up to 10% of the monthly service charge.
 3. If the monthly uptime is less than 99.5%, COMPANY may request a credit of 50% of the monthly service charge.
 4. Ensure that data backups are encrypted using 256-bit Advanced Encryption Standard (AES-256).

5. Ensure that 3 copies of data backups are retained for 90 days, then permanently deleted.
 6. Ensure that backups are stored in separate physical data center campuses.
 7. Use commercially reasonable efforts to achieve the following Recovery Point Objective:
 - If SQL data needs to be restored as a result of a data entry error or other issue not related to storage media failure, the data can be recovered to any recent point in time within 1 minute of the problem.
 - If SQL data needs to be restored as a result of physical storage media failure, the data can be restored with a maximum loss of 15 minutes of data.
 - If images, documents, saved reports, data export files, etc. need to be restored, the data can be restored with a maximum loss of 2 hours. If Vision format data needs to be restored, the data can be restored with a maximum loss of 4 hours.
- d. **Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of service or performance issues: (i) that result from a suspension of the Agreement; (ii) caused by factors outside of RTA's reasonable control, including any force majeure event or Internet access or related problems beyond the physical point at which the private network of Ron Turley Associates' data center connects to the public network; (iii) that result from COMPANY equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within RTA's direct control); (iv) that result from any scheduled maintenance, with at least one business day notice provided to COMPANY via email; (v) that result from any routine scheduled maintenance outside of COMPANY's normal business hours; (vi) arising from RTA's suspension and termination of COMPANY's right to use the Fleet Management Software service in accordance with the Agreement. If availability is impacted by factors other than those used in RTA's Monthly Uptime Percentage calculation, then RTA may issue a Service Credit considering such factors at RTA's discretion.
- e. **Service Availability.** Coverage parameters specific to the service(s) covered in this Agreement are as follows:
- Access to the service: 24/7 (99.8% uptime)
 - Telephone support: 5:00 A.M. to 5:00 P.M. Monday – Friday Arizona Time
 - Calls received out of office hours will be handled on the next business day
 - Calls received on holidays will be handled on the next business day
 - Email support: Monitored 5:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours handled on the next business day
 - Software monitoring: Monitored 5:00 A.M. to 5:00 P.M. Monday – Friday

- RTA Fleet Management Software records error conditions to a log file when possible. RTA service administrators monitor the logs and perform necessary actions during business hours.
 - Data Center monitoring: 24/7
 - Server hardware and data center network are monitored with industry standard tools 24/7 by RTA service administrators as well as technicians on duty at the contracted Network Operations Center where RTA servers are located.
- f. **Service Requests.** In support of services outlined in this Agreement, the RTA will respond to service-related incidents and/or requests submitted by the COMPANY within 0-4 hours (during business hours) and provide an incident status to COMPANY staff.

9. Miscellaneous Provisions

- a. COMPANY shall not assign this Agreement without the express written consent of RTA, which shall not be unreasonably withheld. Any assignment contrary to this provision will be null and void.
- b. Any notice required to be given under this Agreement shall be in writing and may be made either by over-night mail or by electronic mail with return receipt requested. Such notice will be deemed given the following business day regardless of the manner in which it was sent. Notice to COMPANY shall be delivered to the email address for COMPANY's primary contact on file. Notice to RTA shall be given to the following email address: support@rtafleet.com.
- c. RTA may not use the name of COMPANY in its marketing efforts or any other use of the name of COMPANY without prior written consent from COMPANY.
- d. **Dispute Discussion.** In the event of a dispute between the Parties arising out of this Agreement, representatives of each Party shall meet (either in person or by telephone), within 10 days after receipt of a notice from either Party specifying the nature of the dispute, to review a Party's claims for the basis of such dispute and attempt to resolve in all such claims. Thereafter, if the Parties are unable to resolve the dispute within such time period, the matter shall be escalated to a Vice President (or a more senior officer) of each party, who will meet, either in person or by telephone, within 15 days of such escalation. If the dispute remains unresolved after such escalation, then the Parties may proceed with all remedies available at law or equity.
- e. **Severability; Waiver.** If any provisions of this Agreement are held to be invalid, illegal, or unenforceable under present or future laws, such provisions will be struck from this Agreement or amended, but only to the extent of their invalidity, illegality, or unenforceability. The parties remain legally bound by the remaining terms of this Agreement, and this Agreement will be deemed reformed in a manner as consistent as reasonably possible with the original intent of the parties as expressed in this Agreement. Failure of either party to enforce any right under this Agreement will not be deemed a waiver of such right and will not constitute a waiver of its future enforcement of such right or any other rights.

- f. Integration; Modification. This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral, with respect to the subject matter hereof. No modification of this Agreement will be binding upon the parties hereto, unless in writing and executed by COMPANY and RTA.
- g. Headings; Number and Gender. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender, or no gender include all genders.
- h. The respective rights and obligations of RTA and COMPANY, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the rights and obligations regarding payment, ownership, confidentiality, limitation of liability, indemnification, cybersecurity, and data access and ownership, shall survive the termination or expiration of this Agreement.

10. Changes to this Agreement

- a. RTA or COMPANY may update or modify this Agreement from time to time. Any updates or modifications must be done in writing and mutually executed. If the parties mutually agree to modify this Agreement during the License Term or Subscription Term, the modified version will be effective upon the next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable.
- b. This Agreement remains valid until superseded by a revised agreement mutually agreed upon by RTA and COMPANY. This Agreement *supersedes* and replaces any prior *agreements*, representations, or understandings, whether written, oral, or implied, between RTA and COMPANY regarding the agreement described herein.

COMPANY

RON TURLEY ASSOCIATES INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF JOLIET

#20250804-105412343

Quote Issued

August 4, 2025

Quote Expires

October 17, 2025

RTA

17437 N 71st Dr.
Suite 110
Glendale, AZ 85308

Ben Krutzfeldt

bkrutzfeldt@rtafleet.com
+16232591068

Prepared for

City of Joliet

150 W. Jefferson Street
Joliet, IL 60432
United States

Jeff Price

Fleet Services Director
jsprice@joliet.gov
8157244300

Jeff with City of Joliet,

RTA: The Fleet Success Company is pleased to submit this quote for your review.

Since 1979, RTA has been the leading and most trusted partner for over thousands of public and private fleets across North America. Our Fleet Management Information Systems (FMIS) and consulting services, proudly serve government, transit, transportation, waste disposal, and school bus fleets with unmatched experience and expertise.

Since July 2017, RTA has collectively saved its customers over \$320 Million, while saving each fleet an average of 96 workdays per year when using our solutions and services. It's one of the many ways we carry out our mission to help fleets succeed.

Using RTA Fleet360 to manage all asset types, inspections, work orders, preventive maintenance, parts, fuel, and motor pool will empower you to increase asset availability, keep costs under control, boost operational efficiency, and improve organization-wide communications.

Once you've reviewed the proposal, please reach out to me with any questions or feel free to sign if you're ready! We sincerely appreciate the opportunity to partner with City of Joliet on your path to fleet success.

Helping Fleets Succeed,

Ben Krutzfeldt

Account Executive

Email: bkruzfeldt@rtafleet.com
Direct: +1 623-259-1068
Availability: <https://meetings.hubspot.com/ben-krutzfeldt>

To schedule a follow-up meeting to discuss this quote or anything else, please see my calendar link: <https://meetings.hubspot.com/ben-krutzfeldt>

Proposed Fleet Management Solution

Quantity	Unit Cost	Products & Services	Total Price
1	\$29,950.00	Fleet Valet with Onsite Training Includes: White glove account setup White glove data import, conversion, and validation* Up to 12 Hours of Virtual Implementation** Additional dedicated virtual group training for your organization (up to 4 Hours) RTA Virtual Specialist for Go-Live Date Special assistance with PM Scheduling (up to 2 Hours) SSO Setup (Platinum and Diamond Only) Up to three (3) days of onsite training***	\$27,554.00 after 8% discount
* Does not include import of work order history.			
** \$250 an hour for additional			

Quantity	Unit Cost	Products & Services	Total Price
		dedicated implementation, dedicated virtual training, or professional services. *** \$3300 a day for additional on-site training.	
914	\$54.00 / year	<p>RTA Platinum Tier SaaS - Assets (Unlimited Users)</p> <p>Track your organization's assets, and UNLIMITED user logins with our Platinum Tier FMIS software.</p> <p>RTA FMIS Includes: Vehicle Information Preventive Maintenance (PM) Scheduling Parts Inventory Tracking Parts-Kit Functionality Purchase Orders Work Orders Repair Histories Mechanic Productivity Tracking RTA Mobile App Customizable Dashboards Over 40+ Reports.</p> <p>Platinum Tier Benefits: SSO Motor Pool Shop Scheduler RTA Inspect Annual Fleet Health Review (1-Hour) FREE Ticket(s) to RTA Conferences.</p> <p>Always Included: RTA Technical Support Updates & Enhancements Simultaneous Backups Webinar Access Unlimited Virtual Training Classes Embedded Guided Tours & Tutorials.</p>	\$45,407.52 / year after 8% discount

Quantity	Unit Cost	Products & Services	Total Price
255	\$12.00 / year	RTA Equipment Licenses - Unlimited Users Limited to one PM. Will not roll up into replace- ment costs or some reporting. Will include history and notes.	\$2,815.20 / year after 8% discount
Annual subtotal			\$48,222.72
			after \$4,193.28 discount
One-time subtotal			\$27,554.00
			after \$2,396.00 discount
Total			\$75,776.72

Comments

Sourcewell ID #102924-RTA
Sourcewell discount applied.

Terms & Conditions

By proceeding with the acceptance & signing, the signer agrees to the proposed fleet management solution listed above, RTA Agreement [Terms of Service](#) on behalf of City of Joliet. Please read these terms carefully prior to e-signing this service agreement.

Proposal Acceptance

Signature

Before you sign, you must verify your identity by clicking "Verify to sign" and then following the prompts in the verification email.

Jeff Price

jsprice@joliet.gov

[sig|req|signer1]



Memo

File #: TMP-8959

Agenda Date: 10/1/2025

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:

Award of Contract to VertiGIS North America for VertiGIS Studio Enterprise Edition for a Three Year ELA Agreement in the amount of \$109,440.00

BACKGROUND:

The City of Joliet seeks to enhance its GIS capabilities through the adoption of VertiGIS Studio Enterprise Edition. This software suite provides tools for workflow automation, reporting, mobile access, and analytics. The proposed Enterprise License Agreement offers unlimited deployment, technical support, and training resources to support citywide GIS operations

CONCLUSION:

VertiGIS Studio Enterprise Edition offers the City of Joliet a powerful extension to its existing Esri GIS infrastructure. The platform empowers staff to streamline workflows, automate business processes, and generate professional-grade reports and dashboards. Its seamless integration with enterprise systems such as VUEWorks, Tyler Enterprise ERP, ProjectDox, Laserfische, and among others, ensures that geospatial data becomes a central, actionable resource across departments.

By adopting VertiGIS Studio, the City will gain a scalable, future-ready GIS solution that enhances operational efficiency, supports informed decision-making, and improves service delivery to residents and stakeholders.

Annual Costs

Year	Item	Cost
2025	VertiGIS ELA Year 1	\$36,480.00
2026	VertiGIS ELA Year 2	\$36,480.00
2027	VertiGIS ELA Year 3	\$36,480.00

| Total Cost || \$109,440.00 |

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:

(b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person;

- (f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;
- (g) Purchases of professional services.

Sufficient Funds exist utilizing the Information Technology GIS Contractual Services budget (ORG 04044000, OBJ 524200, \$109,440.00)

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.



SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT

VertiGIS North America Ltd., 300 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

ELA Agreement No. 2025-05-842

This Small Municipal and County Enterprise License Agreement (hereafter "ELA") is between the licensee printed below ("Licensee") and VertiGIS North America Ltd. ("VERTIGIS NA"), as licensor of the Software, Data, Online Services and Documentation licensed under this Agreement. This ELA grants Licensee certain rights to use specific VERTIGIS NA Software, Data, Online Services, and Documentation and provides maintenance and basic technical support over a limited, fixed period of time from the effective date subject to payment of fees and the terms of this ELA. The Agreement includes (i) this signature page, (ii) the ELA Terms and Conditions, (iii) the Exhibits and (iv) VERTIGIS NA's ordering document, if applicable. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

ACCEPTED AND AGREED:

CITY OF JOLIET

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

VERTIGIS NORTH AMERICA LTD.

(VERTIGIS NA)

By: _____
Authorized Signature

Printed Name: Stephanie Payne

Title: Vice President, Operations

Date: _____

Licensee Contact Information

Contact: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

Exhibit 1: Scope of Use

Exhibit 2: Enterprise Software and Fee Schedule

ELA TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

Definitions. The terms used are defined as follows:

- “Data”, except as otherwise provided herein, means any digital data set(s) owned by VERTIGIS NA or its licensor(s), including, but not limited to, geographic, vector data coordinates, raster data reports, or associated tabular attributes.
- “Deploy,” “Deployed,” or “Deployment” means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee’s hardware.
- “Documentation” means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- “ELA Maintenance” means Tier 2 Support, updates, and patches provided by the ELA Maintenance Provider to Licensee for the Enterprise Software as described under Article 11 of the ELA.
- “ELA Fee” means the fee set forth in the ELA Quotation.
- “ELA Maintenance Provider” shall mean the provider of ELA Maintenance for Enterprise Software licensed under the ELA.
- “ELA Quotation” means the Small Local Government ELA sales quote.
- “Enterprise Software” means the Software, Data, Online Services, and Documentation identified in the ELA Quotation as Enterprise Software.
- “Incident” means a failure of the Software to operate according to the Documentation in which such failure substantially impacts operational or functional performance.
- “Licensee Content” means data submitted by Licensee to VERTIGIS NA through the Online Services.
- “Online Services” means the VERTIGIS NA computing and data services, and other software services, that are accessed over the internet and subscribed to by Licensee, including without limitation, third party software services or data components that perform GIS functions, tasks, or data services.
- “Product(s)” means the Software, Data, Online Services, and Documentation.
- “Software” means VERTIGIS NA’s proprietary and licensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder, excluding the Online Services and all related software and technology.
- “Samples” means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Online Services.
- “Technical Support” means a technical assistance process to troubleshoot and attempt to resolve reported Incidents through patches; hot fixes; workarounds; or any other type of Software issue resolution as specified in the most current applicable software maintenance policy of the ELA Maintenance Provider.
- “Tier 1 Help Desk” means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- “Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- “Tier 2 Support” means the Technical Support as described under Article 11 of the ELA which is provided by the ELA Maintenance Provider to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATIONS OR OWNERSHIP

VERTIGIS NA is the owner and/or authorized licensee of all intellectual property rights in the Product(s), including, without limitation, written materials, logos, names and other support materials provided pursuant to this ELA and prior to the execution of this ELA. Subject to the licenses expressly granted by VERTIGIS NA herein, these terms of use do not transfer from VERTIGIS NA to Licensee any interest in the Product(s), all right, title and interest in which remains solely with VERTIGIS NA or its licensors. The Product(s) are licensed and not sold. VERTIGIS NA does not and has not transferred any ownership interests in any form or manner to the Licensee. VERTIGIS NA and its licensors own the Product(s), which are protected by Canadian law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt or access, Licensee agrees to use reasonable means to protect the Product(s) from unauthorized use, reproduction, distribution, or publication. VERTIGIS NA and its licensors reserve all rights not specifically granted in this ELA including the right to change and improve or discontinue Products.

ARTICLE 3. GRANT OF LICENSE

3.1 Grant of License. Subject to the terms and conditions of this ELA, VERTIGIS NA grants to Licensee a limited term, personal, nonexclusive, nontransferable license solely to

- a. Use, copy, and Deploy an unlimited quantity of the Enterprise Software (1) for the term identified in this ELA and (2) for Licensee's own internal use.
- b. Access and use any secure VERTIGIS NA Web site resources made available to Licensee for Licensee's internal use, provided that Licensee follows VERTIGIS NA's terms of use policy specified therein. All password or controlled access information provided by VERTIGIS NA shall be treated as VERTIGIS NA confidential information.

3.2 Consultant Access. Subject to 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants and contractors use is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities or (ii) remotely using/accessing Enterprise Software from Licensee's on-site computers or machines. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue use of and access to Enterprise Software upon completion of work for Licensee.

3.3 Third-Party Software. Unless included in the software for the Products, Licensee will be responsible for purchasing licenses for any third-party software that is required in connection with the use of the Products, from the third-party licensors. Use of any third-party software will be subject to the terms of the applicable third-party license agreement, and VERTIGIS NA and/or its licensors and/or its Distributor provide no warranties and will have no liability in connection with Licensee's or any other party's use of such third-party software.

ARTICLE 4. SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of VERTIGIS NA and its licensor(s): "Portions of this document include intellectual property of VERTIGIS NA and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* VertiGIS North America Ltd. and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, **Licensee shall not:**

- a. Sell, rent, lease, sublicense, lend, assign, transfer, translate, export, or time-share the Product(s).
- b. Act as a service bureau or commercial Application Service Provider (ASP) that allows third-party access to the Product(s). A commercial ASP means a licensee who uses Product(s) for a site or service, and operates the site or the service for a profit, or generates revenue by charging for access to the site or service. Licensee may only use the Product for Commercial ASP Use provided that Licensee acquires a Commercial ASP Use License.
- c. Distribute the Software to third-parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without prior written approval of VERTIGIS NA.
- d. Reverse engineer, decompile, cross-assemble, or disassemble the Product(s).
- e. Remove or obscure any VERTIGIS NA (or its licensor(s)) patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder.

- f. Make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Product(s).
- g. Distribute Product authorization codes or user credentials to third parties, except as provided in this Agreement.
- h. Use Products in violation of VERTIGIS NA's, its licensor(s)', or a third party's rights, including intellectual property rights, privacy rights, non-discrimination laws, or any other applicable law or government regulation.
- i. Unbundle individual or component parts of the Software or Data for independent use.
- j. Incorporate any portion of Product into any product or service that competes with any Product.
- k. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.
- l. Use the Online Services to transmit spam, spoof, phish or junk email or messages, transmit offensive or defamatory material, or stalk or make threats of physical harm.
- m. Introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Online Services or the systems of other users of the Online Services.
- n. Attempt to gain unauthorized access to the Online Services or their related systems or networks.
- o. Use the Online Services in any manner that could damage, disable, overburden or impair any part of the Online Services, or interfere with any other user's ability to access or use the Online Services.
- p. Probe, scan or test the vulnerability of the Online Services or breach any security or authentication measures used by the Online Services.
- q. Benchmark the availability, performance, or functionality of the Online Services for competitive purposes.

ARTICLE 5. ONLINE SERVICES

5.1 User Activity. Licensee is responsible for any use of the Online Services through Licensee's account or other means of accessing the Online Services specific to Licensee, whether authorized or unauthorized.

5.2 Unauthorized Access. Licensee will use all reasonable efforts to prevent unauthorized access to or use of the Online Services and will not share any passwords, usernames, access keys or other login credentials for the Online Services. Licensee will promptly notify VERTIGIS NA of any known or suspected unauthorized access to or use of the Online Services or any loss, theft or unauthorized use of login credentials.

5.3 Modification of Online Services. VERTIGIS NA may implement updates to modify the features or functions of the Online Services ("Update") at any time and at its sole discretion. In the event an Update results in the removal of material functionality of the Online Services, VERTIGIS NA shall endeavor to provide Licensee with at least sixty (60) days notice of the Update and Licensee may, within 60 days of receiving such notice, terminate the subscription by providing written notice to VERTIGIS NA and receive a refund of any prepaid subscription fees prorated for the remainder of the subscription term following the termination date.

5.4 Suspension of Online Services. VERTIGIS NA reserves the right to temporarily suspend Licensee's access to or use of the Online Services in the event: (i) VERTIGIS NA reasonably believes that Licensee's access to or use of the Online Services may result in liability to VERTIGIS NA or adversely affect the integrity, functionality or usability of the Online Services, including without limitation, interfering with the access to or use of the Online Services by other users; (ii) Licensee is in breach of this Agreement, including without limitation, a failure to pay any amounts due under this Agreement; or (iii) the Online Services are undergoing scheduled maintenance. VERTIGIS NA shall not be responsible for any damages, liabilities or losses of Licensee in connection with any suspension of the Online Services that result from the foregoing.

5.5 Licensee Content. Licensee shall at all times remain the owner of Licensee Content. Licensee hereby grants to VERTIGIS NA a non-exclusive, royalty-free, perpetual, irrevocable, transferable, world-wide license (with the right to sublicense) to access, use, reproduce, modify, transmit, display, store, index and archive the Licensee Content solely for the purposes of: (i) providing the Online Services to Licensee, and (ii) generating and exploiting aggregated and/or statistical data, provided that such data does not contain information that is personally identifiable or identifiable with Licensee.

5.6 Transmission of Data. Licensee acknowledges that hosting data online involves risks of unauthorized access and disclosure and that such risk is inherent in Licensee's access to and use of the Online Services. Licensee agrees that VERTIGIS NA will not be responsible or liable in any manner for any Licensee Content or other data which is

lost, altered or intercepted without authorization due to errors or actions of third parties, and VERTIGIS NA offers no representations or warranties with respect to the foregoing.

5.7 Third Party Products and Services. Licensee acknowledges that the Online Services are provided in part through the use of third-party software, hardware, and hosting and storage services. While VERTIGIS NA has used reasonable efforts to engage high-quality third-party product and services providers, neither VERTIGIS NA nor its third-party suppliers shall be responsible for, and provide no representations or warranties with respect to, any third party hardware, software or services used in connection with the delivery of the Online Services.

ARTICLE 6. PRIVACY

6.1 Privacy Policy. Licensee acknowledges it has been informed about the VERTIGIS NA Privacy Policy located at <https://vertigisstudio.com/legal> (the "Privacy Policy"), which is applicable to the collection, use and disclosure by VERTIGIS NA of personal information relating to Licensee and/or its representative(s) in the context of VERTIGIS NA performing this Agreement and related purposes which is incorporated by reference into this Agreement.

6.2 Personal Data. Licensee acknowledges that Licensee Content may be capable of identifying individual users of the Online Services or other natural persons ("Personal Information"). Personal Information is collected and used by VERTIGIS NA for the purpose of providing the Online Services to Licensee in accordance with this Agreement.

6.3 Legal Compliance. Licensee shall comply with all applicable privacy laws in connection with its use of the Products and this Agreement. Without limiting the generality of the foregoing, Licensee will notify all of its personnel and other individuals using the Online Services about the information handling practices detailed in this Article 6 and the Privacy Policy and will obtain all necessary consents required under applicable privacy law from such individuals with respect to the foregoing. Licensee acknowledges and agrees that: (i) the Online Services are only offered in jurisdictions in which the Online Services are not in violation of applicable privacy laws, including without limitation, any "do not track" legislation, (the "Legal Jurisdictions"); (ii) Licensee is responsible for determining the legality of the Online Services in the Licensee's jurisdiction; and (iii) all licenses and subscriptions granted to Licensee hereunder are not valid outside the Legal Jurisdictions.

ARTICLE 7. TERM AND TERMINATION AND EXPIRATION

7.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA.

7.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

7.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

7.4 No Use Upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed, shall terminate. Licensee shall cease access and use of Online Services and clear Online Services client-side data cache and uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to VERTIGIS NA. ELA Maintenance and any other products or services provided as part of this Agreement shall also terminate.

ARTICLE 8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 Limited Warranties. For a period of ninety (90) days from the date of receipt of Software or Online Services authorization or keycode file(s) by Licensee, VERTIGIS NA warrants that (i) the unmodified Software and Online Services will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

8.2 Data Disclaimer. If included under this ELA, Licensee acknowledges and agrees that the Data has been obtained from sources believed to be reliable, but the accuracy and completeness of the Data are not guaranteed and the Data may contain some nonconformities, defects, errors, or omissions. VERTIGIS NA AND ITS LICENSOR(S) MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE DATA, AND THE

DATA IS PROVIDED "AS IS." Without limiting the generality of the preceding sentence, VERTIGIS NA and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, that the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. VERTIGIS NA and its licensor(s) are not inviting reliance on the Data, and Licensee should always verify Data before any such reliance.

8.3 Fault Tolerance Disclaimer

The Product(s) are not fault-tolerant and are not designed, manufactured, or intended for resale or use in insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as, but not limited to, in the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, real-time emergency response, real-time terrorism prevention or response, life support, or weapons systems ("Fault-Intolerant Activities"). VERTIGIS NA, ITS DISTRIBUTOR, AND ITS LICENSOR(S) SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN FAULT-INTOLERANT ACTIVITIES.

8.4 Special Disclaimer. SAMPLES AND HOT FIXES ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES AND HOT FIXES.

8.5 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (3) NONE OF THE PARTIES ARE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OR OPERATION OR SERVICE INTERRUPTIONS TO ANY PORTION OF THE INTERNET OR RELATED INFRASTRUCTURE OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE ONLINE SERVICES. LICENSEE FURTHER ACKNOWLEDGES THAT USE OF THE ONLINE SERVICES INVOLVES RISKS OF UNAUTHORIZED ACCESS AND DISCLOSURE AND THAT SUCH RISK IS INHERENT IN LICENSEE'S ACCESS TO AND USE OF THE ONLINE SERVICES. LICENSEE AGREES THAT VERTIGIS NA WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LICENSEE CONTENT OR OTHER DATA WHICH IS LOST, ALTERED OR INTERCEPTED WITHOUT AUTHORIZATION DUE TO THE ERRORS OR ACTIONS OF THIRD PARTIES AND VERTIGIS NA OFFERS NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING.

8.6 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, VERTIGIS NA AND ITS LICENSOR(S) DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERTIGIS NA DOES NOT WARRANT THAT THE PRODUCT(S) WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, FAIL-SAFE OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCT(S) ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE.

8.7 Exclusive Remedy. Licensee's exclusive remedy and VERTIGIS NA's entire liability for breach of the limited warranties set forth in this Article 8 shall be limited, at VERTIGIS NA's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or provision of a work-around for the defective Software or Online Services such that it substantially conforms to the published Documentation; or (iii) a refund of the License fees actually paid by Licensee for the defective Software or Online Services, provided that the Licensee uninstalls, removes, or destroys all copies of the Software and ceases access to and use of the Online Services, and executes and delivers evidence of such actions to VERTIGIS NA or its Distributor.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 Disclaimer of Certain Types of Liability. VERTIGIS NA, AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT VERTIGIS NA, OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 9—INFRINGEMENT INDEMNITY, VERTIGIS NA'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE SOFTWARE PURSUANT TO THIS ELA.

9.3 Applicability of Disclaimers and Limitations. . Licensee agrees that the limitations of liability and disclaimers set forth in this ELA will apply regardless of whether Licensee has accepted the Product(s) or any other product or service delivered by VERTIGIS NA or its distributor. The parties agree that VERTIGIS NA or its distributor has set its prices and entered into this ELA or agreed to the supply of the Product(s) or maintenance and/or technical support services for Products licensed under this ELA in reliance upon the disclaimers and limitations set forth herein, and that the same form an essential basis of the bargain between the parties.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. VERTIGIS NA DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 10. INFRINGEMENT INDEMNITY

10.1 VERTIGIS NA shall defend, indemnify as described below, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorney's fees, arising out of any claims, actions, or demands by a third party alleging that Licensee's use of the Software or Online Services infringes a U.S. or Canadian patent, copyright, or trademark provided:

- a. Licensee promptly notifies VERTIGIS NA in writing of the claim;
- b. Licensee provides VERTIGIS NA documents describing the allegations of infringement;
- c. VERTIGIS NA has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates fully in the defense of the claim at VERTIGIS NA's request.

10.2 If the Software or Online Services is found to infringe a Canadian or US patent, copyright, or trademark, VERTIGIS NA, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services, or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the License shall terminate, and Licensee shall cease accessing or using the infringing Software or Online Services, and shall uninstall and return to VERTIGIS NA or its Distributor any infringing item(s). VERTIGIS NA's entire liability shall then be to indemnify Licensee pursuant to Article 10.1 and refund the License fees paid with respect to the remainder of the Term.

10.3 VERTIGIS NA shall have no obligation to indemnify or defend Licensee or to pay any resultant costs, damages, or attorney's fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of the Software or the Online Services with a product, process, or system not supplied by VERTIGIS NA or specified by VERTIGIS NA in its Documentation; (ii) material alteration of the Software or the Online Services by anyone other than VERTIGIS NA or its subcontractors; or (iii) use of the Software or the Online Services after modifications have been provided by VERTIGIS NA for avoiding infringement or use after a return is ordered by VERTIGIS NA under Article 10.2.

10.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF VERTIGIS NA, ITS LICENSOR(S) AND ITS DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 11. ELA MAINTENANCE

ELA Maintenance for Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable software maintenance policy of the ELA Maintenance Provider available at <https://vertigisstudio.com/legal> as modified by this Article 11—ELA Maintenance.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist Licensee in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. Analysts shall also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, and authorized Tier 1 Help Desk individual may contact Technical Support of the ELA Maintenance Provider. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) The Licensee may assign up to two (2) Tier 1 Help Desk individuals who will be the only individuals authorized to contact the ELA Maintenance Provider directly for Tier 2 Support. The Licensee shall identify such individuals in writing to the ELA Maintenance Provider. Licensee may revise such individuals upon written notice to the ELA Maintenance Provider.

b. Tier 2 Support Provided by the ELA Maintenance Provider

- (1) ELA Maintenance Provider shall log calls received from the Tier 1 Help Desk individuals.
- (2) ELA Maintenance Provider shall attempt to resolve the Incident by assisting the Tier 1 Help Desk individuals.
- (3) When the Incident is resolved, ELA Maintenance Provider shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.
- (4) Tier 2 Support does not include Technical Support for troubleshooting access to Online Services, including access to Software licensed as software-as-a-service (SaaS). Incidents specific to a SaaS version of the Software are eligible for Tier 2 Support.

VERTIGIS NA may, at VERTIGIS NA's sole discretion, make patches, hot fixes, or updates available for downloading from VERTIGIS NA's Web site or through any other means authorized by VERTIGIS NA.

ARTICLE 12. ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

12.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order payable to VERTIGIS NA or Distributor upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial Purchase Order from Licensee, VERTIGIS NA shall make available for access the Software, Data, and Documentation to Licensee for Deployment activities.
- c. VERTIGIS NA shall provide registration numbers or keycodes, as applicable, to activate the Software.
- d. Licensee shall Deploy, install, configure, and track installation of the Software.

12.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name, VERTIGIS NA customer number, if known, and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due
 - (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert: THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE SMALL MUNICIPAL AND COUNTY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY.

ARTICLE 13. GENERAL PROVISIONS

13.1 Future Versions. Updated or new Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use and Exhibit 1—Scope of Use (L300), or any term as required by law. VERTIGIS NA may provide notice of the revisions to Licensee in writing. The revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

13.2 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current population count.

13.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Enterprise Software in whole or in part, to (i) with the exception of Cuba, any country to which Canada or the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time.

13.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

13.4 No Implied Waivers. The failure of a party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

13.5 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

13.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without VERTIGIS NA's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

13.7 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, VERTIGIS NA or Distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

13.8 Force Majeure. Except with respect to payment obligations under this ELA, none of the parties shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this ELA for failure or delay in fulfilling or performing any obligation under this ELA when such failure or delay is caused by or results from, directly or indirectly, causes beyond the reasonable control of the affected party, including but not limited to fire, floods, earthquakes, epidemic, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, cyberattacks, disruptions or outages of third party services, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall resume performance hereunder as commercially reasonable whenever such causes are removed. The affected party shall provide the other parties with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

13.9 Survival of Terms. The provisions of Articles 2, 6, 8, 9, 10 and 13 of this ELA shall survive the expiration or termination of this ELA.

13.10 Governing Law, Arbitration

This ELA shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its conflict of laws principles. Any dispute arising out of or relating to this ELA, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the Canadian Commercial Arbitration Centre (in Canada). Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction.

EXHIBIT 1
SCOPE OF USE (SMC)
(L300 02/2025)

The scope of use for each VERTIGIS NA Software identified below is described in the applicable footnotes listed in parentheses.

VertiGIS Studio Enterprise Edition (1, 2, 3, 5, 6, 7, 8)

- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Workflow Builder Edition (15, 17, 19)
- VertiGIS Studio Reporting Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Printing Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Mobile (GXM) (15, 19, 20, 21)
- VertiGIS Studio Web (GXW) (15, 19, 20)
- VertiGIS Studio Access Control (16, 19)

Geocortex Analytics (5, 7, 8, 19)

VertiGIS Studio Analytics (5, 7, 8, 19)

VertiGIS Studio Item Manager (19, 23)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
3. "Production Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An application is defined as a discrete web-GIS viewer with a specific URL.
5. "License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time period. When the license term expires Licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees. Licensing is based on the greater of the number of Licensee's activated ArcGIS® Identities (Online and Portal combined) or the number of ArcGIS® Enterprise GIS Server ArcGIS® Server and ArcGIS® Enterprise cores deployed by Licensee.
6. Extensions to Software programs and GEDS Software follow the same scope of use as that granted for the corresponding Software programs.
7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
9. Reserved.
10. Reserved.
11. Reserved.
12. Reserved.
13. Reserved.
14. Reserved.
15. For Commercial ASP Licensees, Commercial ASP Use is restricted to on premise deployment.
16. Licensed for use with a VertiGIS Studio. Not for use with Esri's Experience Builder for ArcGIS®.
17. Licensed for use with Esri's Experience Builder for ArcGIS®. Not for use with a VertiGIS Studio.
18. Reserved.
19. Active VertiGIS Studio subscription required to use this Product.

20. Value-Added Applications:

- i. Value-Added Applications built with the Product are subject to the terms of use of ArcGIS Runtime Standard Level. Value-Added Application means an application developed by Licensee for use in conjunction with the authorized use of the Products.
- ii. Licensee may use the Product to create Value-Added Applications and distribute and license those Value-Added Applications to its end users in accordance with this Agreement to use anywhere not prohibited under export regulation or in violation of applicable privacy regulations and laws. Licensee is responsible compliance with applicable export control regulations and laws.
- iii. Licensee is responsible for the development, operation, and technical support of Licensee Content and Value-Added Applications.

21. Licensee may not use the Product to develop Internet or server-based Value-Added Applications.

22. Subscription license includes a SaaS consumption limit of 1GB per month. Licensee consumption in excess of 1GB per month may result in additional consumption costs to Licensee.

23. VERTIGIS NA disclaims and makes no representations or warranties whatsoever and provides no indemnities to Licensee for this Product or Licensee's use thereof. The Product is offered as-is and is available for use at Licensee's own risk. There is no maintenance or technical support provided for this Product. VERTIGIS NA reserves the right to discontinue this Product in its sole discretion without providing notice to Licensee.

EXHIBIT 2
ENTERPRISE SOFTWARE AND FEE SCHEDULE

Licensee may Deploy the Software, Data, and Documentation and access Online Services up to the total quantity of licenses indicated below to Licensees. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

Table A
Enterprise License Software

Product	Total Qty
SMC-ELA includes: <ul style="list-style-type: none"> • VertiGIS Studio Workflow for use with VertiGIS Studio Web or Experience Builder for ArcGIS® • VertiGIS Studio Reporting for use for use with VertiGIS Studio Web or Experience Builder for ArcGIS® (SaaS storage consumption limit of 1GB per month) • VertiGIS Studio Printing for use with VertiGIS Studio Web or Experience Builder for ArcGIS® (SaaS storage consumption limit of 1GB per month) • VertiGIS Studio Item Manager • VertiGIS Studio Access Control • VertiGIS Studio Search • VertiGIS Studio Mobile: *Limited to twenty (20) Mobile users • VertiGIS Studio Web • VertiGIS Studio Analytics • Maintenance and unlimited basic technical support 	Unlimited*
Virtual or Self-Directed Training Courses	1 course (Year 1)
VertiGIS Studio Solutions Engineer (Year 1)	4 hours

Table B
Enterprise License Software

The ELA Fee is \$ USD. The ELA Fee is in consideration of the Enterprise License Software, inclusive of the ELA Maintenance and basic technical support for the Term of this ELA.

	Year 1	Year 2	Year 3	ELA Fee
Payments	\$36,480.00	\$36,480.00	\$36,480.00	\$109,440.00

(ELA pricing is valid to October 31st, 2025.)