

**EXHIBIT XV**  
**I.T. SERVICES AGREEMENT**  
**COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)**

**INTRODUCTION**

The purpose of the Collaborative Asset Management System (“CAMS”) I.T. Service is for County to provide Public Body with use of the CAMS together with related training and other related services, as needed. The CAMS will provide for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS (herein referred to as “participating governmental entities”) within the County of Oakland in order to promote the effective maintenance and care of these assets.

County entered into an agreement with Azteca Systems LLC that permits County to deploy Cityworks Software and Related Materials to Public Body. The Public Body will need access to and use of the Cityworks Software and Related Materials to use and participate in the CAMS. The Parties desire for Public Body to be authorized to access and use Cityworks Software and Related Materials as specified in the Azteca Master Purchase Agreement (Contract # 004921), which can be found on the Oakland County Purchasing Website (<https://www.oakgov.com/purchasing>) at the ‘Contract Public Search’ link or provided to Public Body upon request.

**1.0 COUNTY RESPONSIBILITIES**

- 1.1 County will host, support, and make available to Public Body the CAMS and will provide training and service as appropriate in accordance with the terms in this Exhibit and the Agreement for I.T. Services between Oakland County and Public Body (hereinafter the “Agreement”).
- 1.2 County will allow Public Body to access the CAMS via an internet browser. County will provide Public Body with a secure internet-based application and an application login for use on computing hardware that is to be provided by Public Body as part of its own computer system.
- 1.3 County will provide CAMS administration and configuration services that are common and universal to all participating governmental entities. County may also provide Public Body with access to administration tools that will allow Public Body to make customizations to its specific workflow templates.
- 1.4 County will maintain current Cityworks Software licensing and maintenance fees, except where this commitment is in conflict with the termination clauses specified in this Exhibit or the Agreement.
- 1.5 County will maintain the CAMS hardware environment consistent with the recommended specifications provided by Azteca Systems LLC to support the Cityworks Server.

- 1.6 County will provide CAMS Administrator training to Public Body on an as-needed basis. Whenever possible, training will be provided in a group setting at the Oakland County Information Technology Building in Waterford Township, Michigan. Training materials may be provided as necessary to assist in the education process.
- 1.7 Upon termination of this Exhibit or the Agreement and after Public Body has paid all of the CAMS costs/fees due and owing to County as provided in this Exhibit, County will provide Public Body with all of Public Body's records, data, database tables, and database schemas contained in the CAMS, in a format agreed upon by both Parties.
- 1.8 County will send written notification to Public Body if Public Body fails to keep its data reasonably up to date. Public Body must bring its data reasonably up to date within 90 days after County sends the written notification, otherwise County may revoke Public Body's access to the CAMS until Public Body's data is brought reasonably up to date.

## **2.0 PUBLIC BODY RESPONSIBILITIES**

- 2.1 Public Body shall make payments to the County in accordance with the terms set forth in this Exhibit.
- 2.2 Public Body shall maintain internet browser version consistent with the County's standards.
- 2.3 Public Body shall maintain the security of its data and its system security.
- 2.4 Public Body will be responsible for ensuring that computers accessing the CAMS meet the minimum system requirements as defined on the Azteca Systems LLC website.
- 2.5 Public Body shall be responsible for customizations to Public Body specific workflow templates by using the administration tools provided by County.
- 2.6 Public Body warrants that it will use best efforts to ensure the currency and accuracy of the data it provides for use in the CAMS.
- 2.7 Public Body shall monitor access to the CAMS and limit access to data to authorized individuals only.
- 2.8 Public Body shall not distribute data belonging to other governmental entities. However, distribution of Public Body's data is at the discretion of Public Body.
- 2.9 Public Body shall cooperate in investigations of potential misuse of the CAMS, Cityworks Software and Related Materials, or data.

- 2.10 Public Body shall maintain a unique password in the County's Identity and Access Management (IAM) user store by self-registering in the Service Center.
- 2.11 Public Body shall immediately route communications, including Freedom of Information Act ("FOIA") requests, made by the public to the governmental entity that owns the infrastructure in question, also known as the "Asset Owner" as indicated in the CAMS data.
- 2.12 Public Body shall cooperate with other participating governmental entities in the use of the CAMS.
- 2.13 Public Body shall designate one representative to act as a primary point of contact and "CAMS Administrator," whose responsibilities will include:
  - 2.13.1 Direct coordination and interaction with County staff;
  - 2.13.2 Knowledge and access to log incidents within the Service Center;
  - 2.13.3 Providing "initial support services" to Public Body CAMS users prior to logging a Service Center Incident with the Service Center;
  - 2.13.4 Communication with other CAMS users within Public Body;
  - 2.13.5 Attending appropriate training classes;
  - 2.13.6 Requesting CAMS technical support from the Service Center; and
  - 2.13.7 Application testing in conjunction with County enhancements and upgrades.
- 2.14 In the event of termination or cancellation by Public Body pursuant to the terms in the Agreement:
  - 2.14.1 Public Body's notice of termination does not relieve the Public Body of any of its financial obligations to the County as provided in this Exhibit, which include, but are not limited to, Public Body's obligation to pay any annual fee, prorated up to the date of termination that becomes due and owing to the County during the termination notice period.
  - 2.14.2 Unless otherwise stated in this Exhibit or the Agreement, Public Body shall have the right to continue to use the CAMS during the termination notice period and, provided Public Body is current with its payments to County, the County shall continue to provide the services described in this Exhibit through the date of termination. This paragraph does not impair or affect the County's right to suspend I.T. Services as provided in the Agreement.

### **3.0 CAMS APPLICATION MAINTENANCE & AVAILABILITY**

- 3.1 County reserves the following scheduled maintenance windows to perform CAMS maintenance activities:

Monday – Friday: 5:00 a.m. to 7:00 a.m.

- 3.2 As necessary, a group of CAMS Administrators from various participating governmental entities will be enlisted to test upgrades that will eventually be deployed to the entire CAMS user community. This group may be asked to test at their office location or at County.

#### **4.0 CAMS AUDITING**

- 4.1 County may conduct scheduled and unscheduled audits of user maintained CAMS data to ensure integrity and reliability.
- 4.2 County may conduct scheduled and unscheduled security audits of the CAMS to ensure system security is maintained.
- 4.3 County may audit the usage of the CAMS to ensure Public Body compliance with the Azteca Master Purchase Agreement.

#### **5.0 SUPPORT**

- 5.1 The CAMS will be supported by County's Information Technology (I.T.) Department, as described in the Agreement and as further described below.

##### **5.2 Service Center Response Times**

- 5.2.1 Service Center incidents are prioritized based on impact and urgency. For High priority incidents, the target acknowledgement time is within 30 minutes during normal business hours and the target resolution time is within 4 business hours. For Normal priority incidents, the target acknowledgement time is within 2 business hours and the target resolution time is within 2 business days.
- 5.2.2 If for any reason a problem cannot be resolved within the target resolution time, a weekly status report will be provided (via email) until an adequate resolution is found.

##### **5.3 Knowledge Documents/Information Resources**

- 5.3.1 Service Center will maintain knowledge documents that provide support for common questions. New common questions will be posted to the knowledge documents on a regular basis.

##### **5.4 Onsite Support**

- 5.4.1 County will provide onsite support to Public Body on an as-needed basis and at County's discretion. Onsite support visits can be up to four hours long and must be scheduled one week before the onsite visit. Public Body shall contact the Service Center to schedule an onsite support visit.

## 5.5 Incident Reporting

5.5.1 In addition to the incident reporting procedures and requirements in the Agreement, Public Body shall also state that the incident is regarding the “CAMS” and, if possible, the specific module and/or incident category to which the incident is associated, as provided below:

5.5.1.1 Application.CAMS.Access : CAMS Access support

5.5.1.2 Application.CAMS.Designer : CAMS Designer support

5.5.1.3 Application.CAMS.Inbox : CAMS Inbox support

5.5.1.4 Application.CAMS.Inspection : CAMS Inspection support

5.5.1.5 Application.CAMS.Mapping : CAMS Mapping support

5.5.1.6 Application.CAMS.Other : CAMS General support

5.5.1.7 Application.CAMS.Permitting : CAMS Permit support

5.5.1.8 Application.CAMS.Reporting : CAMS Reporting support

5.5.1.9 Application.CAMS.Service Request : CAMS Service Request support

5.5.1.10 Application.CAMS.Storeroom : CAMS Storeroom support

5.5.1.11 Application.CAMS.Work Order : CAMS Work Order support

## 5.6 After-Hours Technical Support

5.6.1 For the purposes of this Exhibit only, “after-hours” is defined as anytime outside of the County’s normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. After-hours technical support is intended to only address problems such as unexpected system downtime or unexpected application error messages. After-hours technical support does not include “how to” application support or password resets. Such requests will be addressed during the County’s normal business hours. If the CAMS is unavailable during after-hours, Public Body should call the Service Center phone at 248.858.8812. This call will be routed to the on-call System Administrator who will attempt to repair the problem. Emails and Service Center Incidents will not be addressed until County’s normal business hours.

## 6.0 SUPPORT COSTS

Public Body will be responsible to pay the County for the following ongoing CAMS participation costs:

Application Provision	Description	Cost	Payment Terms
Software Support and Maintenance	Annual software support and maintenance fee for the use of the Cityworks software and Related	\$TBD/year for the first three years. Future support cost may increase after third year, not to exceed CPI.	Public Body will be invoiced annually.

	<b>Materials.</b>		
CAMS Support, Enhancement and/or Training Services	Incremental CAMS support, enhancements and/or training that exceeds the services defined in this Exhibit.	Level of effort will be mutually agreed upon by the County and Public Body prior to work being started. Work will be billed at the current IT Direct Labor Rates.	Public Body will be billed quarterly by Information Technology
County Cost Recovery for Termination or Expiration	One-time fee to be paid to the County if Public Body terminates the Agreement or opts out of CAMS upon expiration of the term of the Agreement and any applicable amendments.	Level of effort is generally estimated at 40 hours. Work will be billed at the current IT Direct Labor Rates. If there are extenuating circumstances, the level of effort will be mutually agreed upon by the County and Public Body prior to work being started.	Public Body will be invoiced for this one-time fee as part of the quarterly billing cycle.

## **7.0 LICENSED USE AND ACCESS**

- 7.1 As an Authorized Entity, Public Body is or may be granted permission, by the County, to use the Cityworks Software and Related Materials as defined in and in accordance with the Azteca Master Purchase Agreement or any amendments thereto, which can be found on the Oakland County Purchasing Website (<https://www.oakgov.com/purchasing>) at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the Azteca Master Purchase Agreement.
- 7.2 County may enter into new agreements in the future with Azteca Systems LLC or other vendor(s) involving the Cityworks Software or similar applications for the CAMS. Any new agreements with Azteca Systems LLC or other vendor(s) may require Public Body to agree to and comply with terms in the new agreements. In order to access or use the Cityworks Software or similar applications, Public Body shall agree to and comply with any new agreements between the County and Azteca Systems LLC or other vendor(s), which can be found on the Oakland County Purchasing Website (<https://www.oakgov.com/purchasing>) at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body must comply with new agreements between the County and Azteca Systems LLC or other vendor(s) for the CAMS.
- 7.3 Customized tools and functionality may also be integrated and accessible to Public Body within the Cityworks Software.

- 7.4 Participating governmental entities and their employees that provide services involving mutual aid, public safety, public health and public infrastructure to other participating governmental entities are eligible to access other participating governmental entities' data in the County's enterprise GIS.