

# GIS SERVICES AGREEMENT

06 / 06 / 2025

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between the City of Broken Arrow (hereafter "Client") and Cloudpoint Geospatial, Inc. (hereafter "Cloudpoint").

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## Conditions

This Contract will not take effect until the Client returns a signed and dated copy of the Contract.

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## Scope and Duties

Cloudpoint agrees to provide Client with GIS support services as described in more detail in "**Attachment A**" that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

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## Requirements

Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

1. Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein.
2. Client shall maintain the necessary hardware to accomplish the tasks listed in the scope of services herein.
3. Cloudpoint will not be obligated to provide GIS support services for hardware/devices of Client that are more than five (5) years old.

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## Fees and Term

Client agrees to pay Cloudpoint for its services at the following rate:

\$ 7,500 per month with a 1-year Contract

\$ 7,250 per month with a 2-year Contract

\*2.5% discount is available for annual payment plans.

The initial term of this Contract shall commence on **JULY 1, 2025** and shall continue through and including **JUNE 30, 2027** at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client. Client will be required to pay the difference of the remaining value of the contract in the event that this Contract is canceled by Client (excepting cancellations for an uncured event of default by Cloudpoint) at any point after the initial ninety (90) days but before the end of the full term, and in any event, Client must provide Cloudpoint with not less than thirty (30) days' notice of Client's intention to cancel this Contract. This contract shall be contingent upon annual appropriation by the Client's governing board.

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## Payment

The Client agrees to pay Cloudpoint for all services performed and all costs incurred in accordance with this Contract. Invoices for Cloudpoint's services shall be submitted, at Cloudpoint's option, either upon completion of such services (if additional services outside of the scope of listed herein are requested) or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, Cloudpoint may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

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## Additional Services

Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be provided under a separate contract.

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## Software

This proposal does not include any software licensing or maintenance fees for software. Client is responsible for providing the necessary software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence.

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## Indemnification

Each party to this Contract (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Contract, except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents. This provision is included to the extent allowed by Oklahoma law, and in no way waives any defense of the Client as listed in the Oklahoma Governmental Tort Claims Act.

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## Liability Insurance

The Consultant maintains insurance coverage of the following types - Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance. Certificates of insurance shall be provided to Client with additional insured listing upon request.

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## Limitation of Liability

In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, that the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Contract from any cause or causes, shall be limited to two hundred fifty thousand dollars (\$250,000) or the

Consultant's fee, whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

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## **Unpaid Accounts**

Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

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## **Annual Payment Plan**

Clients who choose to pay for twelve (12) months of services in advance shall receive a discount of two and one-half percent (2.5%) off the total annual fee. This discount applies only to full annual prepayments made at the beginning of the twelve-month period. The discount is non-refundable in the event of early termination of the agreement.

## Signatures

In witness thereof, City of Broken Arrow and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein  
on date: 6/23/2025

### City of Broken Arrow

Signature *Debra Wimpee*

Name Debra Wimpee

Title Mayor

Address 220 South  
First Street

City, State, Zip Broken Arrow,  
OK 74013

### Cloudpoint Geospatial

Signature *Erin Strickler*

Name Erin Strickler

Title Vice President

Address 928 W. Mt. Vernon St.

City, State, Zip Metamora, IL 61548

As approved  
to form:

*Danny Littlefield, Jr.*

Danny Littlefield, Jr.  
Deputy City Attorney  
6/23/2025



*Curtis Green*

6/23/2025

# ATTACHMENT A

## Managed GIS Services (ArcGIS Enterprise Administration)

Professional Managed GIS Services will be provided to the Client on an on-going basis throughout the length of the contract. These services will be provided on the ArcGIS Enterprise platform and will be carried out by a dedicated project manager who will provide ongoing consultation to the Client regarding their GIS needs. The designated project manager for Advanced level services will be a certified GIS Professional as designated by the GIS Certification Institute (GISCI). Most services will be provided remotely.

The Client has staff that intend to handle the day-to-day GIS operations, with Cloudpoint mainly assisting to operate and maintain the ArcGIS Enterprise system where the GIS data lives. The services described below will provide that support.

### Administrative Services

**Dedicated Project Manager:** The designated project manager for these services will be a certified GIS Professional as designated by the GIS Certification Institute (GISCI). They will provide ongoing consultation to the Client regarding their GIS needs.

**General GIS Assessment:** The project team will review the existing GIS environment and provide the following:

- Existing ArcGIS Enterprise infrastructure diagram
- Database schema reports for authoritative databases
- Licensing reports for ArcGIS Online/ArcGIS Enterprise
- Item report for ArcGIS Online/ArcGIS Enterprise Content
- Web Map Layer summary
- ADA Web Accessibility Compliance summary for public facing Web Applications in ArcGIS Online/ArcGIS Enterprise
- Cloudpoint's Geospatial Assessment and Progress Score (GAPS) which takes a broad look at the Client's existing GIS and provides a way to track progress year-over-year.

**GIS Planning Meetings:** With the Assessment complete, regular meetings with appropriate parties will allow for dedicated time to focus on making adjustments and ensure the needs of staff and the public are being met.

### Data Configuration and Maintenance

**Configuration of customized ArcGIS workflow solutions:** Some workflows aren't best served by a pre-configured solution. For these workflows, Cloudpoint will utilize ArcGIS applications, such as Web Maps, Web Mapping Applications, Esri mobile applications, and dashboards to create a solution tailored to the Client. This work will include deploying and configuring four (4) of these solutions per year, this task will be limited to 50 hours per year. This does not include custom application development or scripting.

**Maintenance of Authoritative GIS data:** Cloudpoint will assist with maintaining and updating the Client's authoritative database data and ArcGIS content as needed.

**Third-Party Software GIS Integration:** Cloudpoint can assist with connecting the existing GIS data to other third-party software systems that can harness GIS data. Schema changes, any custom scripting needed for GIS integration, and the configuration and support of the third-party software GIS connection may not be included.

**Migration of Deprecated Web Applications:** With the pending retirement of Web AppBuilder, Cloudpoint will migrate applications from Web AppBuilder to Experience Builder. Because of the potential complexity of this migration, this task will be limited to 50 hours per year. Additional migration can be completed under a separate contract.

## Software Services and Support

**Esri Account Administration:** The project manager will be available to administer the Client's ArcGIS Online and/or Portal for ArcGIS account, including managing users, groups, and organization settings. This does not include the administration of content. The Client is required to provide a named user account with administrative privileges for any applicable servers and Esri Accounts to be used solely by Cloudpoint for the duration of the contract.

**Geodatabase Maintenance:** Compression of geodatabases, rebuilding indexes, analyzing datasets.

**Software Upgrades:** Annual upgrades of ArcGIS Pro and in place upgrades of ArcGIS Enterprise.

**ArcGIS Monitor:** Setup and Configuration of ArcGIS Monitor provided client has licensing.

**ArcGIS Account Backup Management:** This optional service provides the deployment and administration of a third party backup solution for either ArcGIS Online or Portal for ArcGIS.

**On-Call Remote GIS Technical Support:** These services are available Monday through Friday, 7AM-5PM CST for up to four (4) users. These services are available Monday through Friday, 7AM - 5PM CST and include troubleshooting ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, editing workflows, software issues and bugs, and Esri Field Applications. The support of any external third-party software GIS connections is not included.

## Optional Services

Cloudpoint provides the comprehensive services described above under a managed service contract. The following are additional services that are not included, but can be provided to the Client under a separate contract:

- Data collection
- Data creation
- Travel and Expenses for unplanned, onsite meetings
- Support of non-Esri and non-Trimble software and hardware
- Workflow automations requiring additional software

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## Block of Hours for Technical Support or Services

Block of hours of remote GIS support or professional services relating to the Esri ArcGIS platform, available Monday-Friday 8AM-5PM CST.

- Unused hours expire twelve (12) months from start date.
- In the event Cloudpoint is required to individually perform any data management tasks in ArcGIS Online and/or ArcGIS Enterprise, the Client is required to provide a named user account with administrative privileges to be

used solely by Cloudpoint for the duration of the contract.

- Due to the technical nature of ArcGIS Online Implementation, ArcGIS Enterprise upgrades and installations, these specific tasks are excluded from Block of Hours support.

Service	Price
Block of 24 Hours	<b>\$5,400</b>
Block of 48 Hours	<b>\$10,080</b>