

GIS SERVICES AGREEMENT

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

Conditions

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

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.

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 devices 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.

Fees and Term

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

\$ 7,250 per month with a 1-year Contract

~~\$ 7,000 per month with a 2-year Contract~~

The initial term of this Contract shall commence on **July 01, 2024** and shall continue through and including **June 30, 2025** 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.

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.

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 at the standard hourly billing rates as shown in "Attachment B" attached schedule of billing rates or under a separate contract.

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.

Indemnification

To the extent permitted under Oklahoma law, 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.

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.

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.

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.

Signatures

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

City of Broken Arrow

Signature

Name

Title

Address

City, State, Zip

Cloudpoint Geospatial

Signature

Erin Strickler

Name Erin Strickler

Title Vice President

Address 1407 W. Front St.

City, State, Zip Roanoke, IL 61561

ATTACHMENT A

Managed GIS Services (Advanced)

Professional Managed GIS Services will be provided to the City on an on-going basis throughout the length of the contract. These services will be provided on the ArcGIS Enterprise and ArcGIS Online platforms and will be carried out by a dedicated project manager who will provide ongoing consultation to the City regarding their GIS needs. Software costs are not included in this contract. Most services will be provided remotely. These services require a minimum two-year contract. Discounts may be available for contracts longer than two years. The services provided will be as follows:

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 City regarding their GIS needs.

General GIS Assessment and Strategic Plan: The project team will conduct an assessment of the existing GIS environment, including current infrastructure, licensing, processes, data, maintenance, deliverables, and applications. The result of this assessment will be a report outlining these findings as well as providing recommendations based on this information as well as experiences with other municipalities. This assessment will include Cloudpoint's Geospatial's Assessment and Progress Score (GAPS) which takes a broad look at the City's existing GIS and provides a way to track progress year-over-year.

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

Correspondence: The project manager will assist in corresponding with other departments within the City and agencies outside of the City in order to obtain or exchange pertinent GIS data on the City's behalf.

Software Services

Setup of ArcGIS Enterprise and ArcGIS Online: When necessary, the first month of service will include setup of ArcGIS Enterprise, Portal for ArcGIS and ArcGIS Online as required.

Esri Account Administration: The project manager will be available to administer the City's ArcGIS Online and/or Portal for ArcGIS account, including managing users, groups, and organization settings. The City 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.

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

ArcGIS Online Account Backup Management: This service provides the deployment and administration of a third party backup solution for content items, users and groups in ArcGIS Online or Portal for ArcGIS. The cost to backup one ArcGIS Online or Portal organization with up to 1,000 GB of data is included. Additional ArcGIS Online or Portal organizations can be backed up for an additional fee.

Data Configuration and Maintenance

Configuration of ArcGIS Solutions: Esri has created a suite of Industry-specific configurations for ArcGIS, including dozens specifically for workflows common to public works agencies. This work will include deploying and configuring three (3) of these solutions per year.

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 City. This work will include deploying and configuring four (4) of these solutions per year. This does not include custom application development or scripting.

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

Creation of an Internal GIS data viewer application: Many of Cloudpoint's municipal clients find great benefit in having a single, secure application that allows staff to view and interact with the City's GIS data. This application would be configured on the City's ArcGIS Online or Portal for ArcGIS account.

Creation of an External GIS data viewer application: These types of applications allow the public to view and interact with the GIS data that the City has decided to share publicly. This application would be configured on the City's ArcGIS Online or Portal for ArcGIS account.

Data Requests

External GIS Data Requests: Cloudpoint will be available to respond to digital GIS requests from outside agencies, such as engineering firms, utilities, and other government agencies.

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 or any custom scripting needed for GIS integration may not be included.

Special Purpose Maps/Applications: Cloudpoint will create special purpose printable and/or Web Mapping Applications at the request of the City for small projects (approximately four hours each).

Technical Support and Training

On-Call Remote GIS Technical Support: These services are available Monday through Friday, 7AM-5PM CST for up to 10 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.

Remote GIS Training: Training will be available for the City's staff members on web, desktop, or mobile Esri applications. Training is available for up to 36 hours per year. City may be charged for travel expenses if on-site training is requested.

Support of Trimble GNSS Equipment: Cloudpoint can provide support for any of the City's Trimble GNSS equipment.

Cloudpoint provides the comprehensive services described above under a managed service contract. The following are additional services that are not included in this contract, but can be provided to the City in the manner described.

Hourly Rate

The following services can be provided at the stated hourly rates in "**Attachment B**" at any time during the length of the contract.

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

Separate Contract

The following services are a samples of other services that Cloudpoint provides to clients throughout the country. These services can be available to the City under a separate contract.

- Data collection
- Data creation
- ArcGIS extensions such as Monitor, Hub, Parcel Fabric, GeoEvent, and Utility Network

ATTACHMENT B

Hourly Billing Rates

Listed below are the standard hourly billing rates for Cloudpoint personnel effective January 1, 2024.

Professional Services	Class	Hourly Rate
Principal	PRI	\$235
Director	DIR	\$220
Senior Project Manager	PMSR	\$205
Project Manager	PM	\$184
Senior Engineer / Analyst / Developer	GISA 5	\$230
Geospatial (Solutions) Engineer / GIS Analyst / Developer 4	GISA 4	\$205
Geospatial (Solutions) Engineer / GIS Analyst / Developer 3	GISA 3	\$179
Geospatial (Solutions) Engineer / GIS Analyst / Developer 2	GISA 2	\$155
Geospatial (Solutions) Engineer / GIS Analyst / Developer 1	GISA 1	\$135
Senior GIS Professional	GISP 5	\$192
GIS Associate / Professional 4	GISP 4	\$169
GIS Associate / Professional 3	GISP 3	\$148
GIS Associate / Professional 2	GISP 2	\$128
GIS Associate / Professional 1	GISP 1	\$110
Senior GIS Technician	GIST5	\$157
GIS Technician 4	GIST4	\$136
GIS Technician 3	GIST3	\$118
GIS Technician 2	GIST2	\$100
GIS Technician 1	GIST1	\$85
GIS Intern	GINT	\$75
Administrative	Admin	\$75
Rates are subject to change. Client will be notified 30 days prior to rate change.		