

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

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MEMORANDUM

TO: Mayor Manier and City Council
FROM: Jon R. Oliphant, AICP, Planning & Development Director
Ed Andrews, Public Works Director
SUBJECT: FY 17-18 GIS Contract Authorization
DATE: April 13, 2017

Staff has used the services of Cloudpoint Geographics since September 2016. The current agreement expires on April 30. This has been a great arrangement and staff is very satisfied with the existing work arrangement with Cloudpoint. Statements of qualifications and proposals were received from three firms last summer to provide GIS services: Cloudpoint Geographics, Maurer-Stutz, and CMT. Cloudpoint was selected as the consultant following a review of each of the firms.

This work had been budgeted at \$68,000 for FY 17-18. Paul Stephenson provides on-site assistance one day per week and works remotely the remainder of the week from the Cloudpoint office in Roanoke. Cloudpoint provides support of both the City's basic GIS mapping and various engineering tasks, including assistance in the completion of the sewer capacity mapping, integration of the mapping refinements of the City's water model into the City's base map, sign replacement tracking, and updating of pavement ratings for various street segments. Staff also anticipates a transition from ESRI's ArcReader product to ArcGIS Online this year, which will allow for the public to have greater flexibility in finding data and making customized maps. Finally, the Police Department has allocated part of this overall budget towards special event and data mapping.

Staff requests authorization to enter into an agreement for GIS services for FY 17-18 with Cloudpoint Geographics in an estimated not-to-exceed amount of \$53,460. Attached is the agreement that has been reviewed by both staff and Cloudpoint. A resolution is scheduled for approval at the City Council meeting on April 17.

Attachment

RESOLUTION NO. _____

Synopsis: The following resolution will formally approve a technical services contract with Cloudpoint Geographics, Inc. for the City's Geographic Information System for a one-year term beginning May 1, 2017 in a not-to-exceed amount of \$53,460.

**A RESOLUTION APPROVING A GEOGRAPHIC INFORMATION SYSTEM (GIS)
TECHNICAL SERVICES CONTRACT WITH CLOUDPOINT GEOGRAPHICS, INC.**

WHEREAS, the City of Washington, Tazewell County, Illinois, has established a Geographic Information System (GIS); and

WHEREAS, the GIS requires regular maintenance and updating to be fully operational and useful to the City; and

WHEREAS, Cloudpoint Geographics, Inc. has provided the regular maintenance and updating of the City's GIS through an existing contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, that:

Section 1. The Technical Services Contract, a copy of which is attached hereto and by reference expressly made a part hereof, is hereby approved by the City Council.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the agreement.

PASSED AND APPROVED this 17th day of April, 2017.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE CITY OF WASHINGTON AND
CLOUDPOINT GEOGRAPHICS, INC. FOR THE PROVISION OF SERVICES
RELATED TO UPDATING AND MAINTAINING THE CITY GEOGRAPHIC
INFORMATION SYSTEM**

THIS AGREEMENT is effective this _____ day of _____, 2017, by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation ("City"), and Cloudpoint Geographics, Inc. ("Cloudpoint").

Background

- A. The City has established a City Geographic Information System ("GIS").
- B. The GIS requires regular maintenance and updating to be fully operational and useful to the City.
- C. The City desires to retain Cloudpoint to provide services related to maintaining and updating the GIS pursuant to the terms of this Agreement and Cloudpoint desires to provide such services pursuant to the terms of this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Background.** The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement
- 2. **Cloudpoint's Obligations.** Cloudpoint shall provide the following services to the City in a timely manner as determined by the City, depending on the particular service provided:
 - a. Migrate current GIS data into Esri's Local Government Information Model;
 - b. Develop plan for integrating the GIS with the City's CMOM (Capacity Management and Maintenance Operations) plan for the sewer network;
 - c. Assist with improving the City's water distribution network GIS layers for hydraulic modeling;
 - d. Develop a web map highlighting available commercial sites to enhance economic development efforts;
 - e. Administer the City's ArcGIS Online account;
 - f. Provide maps & apps to support the City's Capital Improvement Plan;

- g. Train in-house staff on using GIS applications to empower data-driven decision making; and
- h. Other services reasonably requested by the City.

3. City's Obligations. In exchange for Cloudpoint's performance of its obligations, the City shall:

- a. Pay Cloudpoint at the rate of \$4,455.00 per month. The City hereby agrees to pay Cloudpoint within 30 days of the invoice date for services properly rendered to the City pursuant to Section 2;
- b. Maintain and keep current all Esri software maintenance or subscription costs necessary to accomplish the tasks listed in the performance obligations; and
- c. Maintain the necessary hardware devices to accomplish the tasks listed in the performance obligations.

4. Relationship.

- a. Access. In order to permit Cloudpoint to perform its obligations under the terms of this Agreement, the City will permit Cloudpoint to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. Cloudpoint agrees that it will keep confidential and never divulge any knowledge or information not in the public domain which is furnished to it by the City or of which Cloudpoint becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials.
- b. No Other Legal Relationship Created. Cloudpoint and the City will be and shall act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- c. Expenses. Except as otherwise provided herein, or as may hereafter be established by an agreement in writing executed by the parties hereto, all expenses incurred by each party in performing its obligations hereunder shall be borne by the party incurring the expense.

5. Representations and Warranties of Cloudpoint. Cloudpoint has full power, and authority to enter into, deliver, and perform this Agreement and to consummate the transactions contemplated herein. Cloudpoint has duly executed and delivered this Agreement, and this Agreement constitutes Cloudpoint's valid and binding obligation, enforceable against Cloudpoint in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery,

and performance of this Agreement by Cloudpoint and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which Cloudpoint is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to Cloudpoint.

6. Miscellaneous.

a. Term. Unless terminated with written notice (as set forth in Section 6(g)), the Term of this Agreement shall be until April 30, 2018 and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

b. Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

c. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

d. Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

e. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

f. Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

g. Termination. In the event the City desires termination of this Agreement, the City shall provide to Cloudpoint thirty (30) days written notice of the termination. In the event either party desires termination for cause, the terminating party shall provide to the other party fourteen (14) days written notice of the termination and reason(s) for termination. From and after delivery of any notice of termination, this Agreement, and all future obligations hereunder, except as set forth in the confidentiality provisions in Section 4(a) and other provisions as set forth in Section 6(h), shall terminate and be of no further force and effect.

h. Preservation of GIS. Upon termination of this Agreement, Cloudpoint shall take all steps necessary to ensure that the City's GIS is able to be immediately updated and maintained by the City and/or a third party selected by the City.

i. Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

Cloudpoint: Jonathan Hodel
PO Box 1017
107 W. Ann Street
Roanoke, IL 61561

City: City of Washington
c/o City Administrator
301 Walnut Street
Washington, IL 61571

j. Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

k. Indemnification of City. Cloudpoint shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever on account of any injury to any person or damage to any property arising out of or in any way connected with Cloudpoint's services provided pursuant to, or breach of, this Agreement.

l. Insurance. Cloudpoint shall maintain an errors and omissions policy in the amount of \$1,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$1,000,000.00. Certificates of insurance shall be provided to the City and the City shall be named as an additional insured under the policy.

m. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

n. Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF WASHINGTON

CLOUDPOINT GEOGRAPHICS, INC.

By _____
Its Mayor

Jonathan Hodel

ATTEST:

City Clerk