

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 01/14/15
ITEM FROM FINANCE COMMITTEE MEETING OF 01/05/15

ISSUE:

15. Request for Approval of Exempt Procurement and Amendment No. 2 to Agreement – Hosting and Development Services for City's GIS Internet Mapping System (IMS); Latitude Geographics Group, Ltd. (Renee Martinez)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of exempt procurement and amendment no. 2 to agreement for hosting and development services for City's GIS Internet Mapping System (IMS) with Latitude Geographics Group, Ltd. in the amount of \$17,172. Budget is available in CIP/GIS Fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: December 23, 2014

TO: Finance Committee

VIA: Oscar S. Rodriguez, Director
Finance Department 

FROM: Robert Rodarte, Officer 
Purchasing Division

ISSUE: Hosting Services for GIS and Land Use Department Software:
Procurement Method: Exempt: Section 18. Purchasing Manual:
Vendor: Latitude Geographic Group Ltd:

SUMMARY:

The City of Santa Fe ITT Division is requesting Exempt Procurement approval to Latitude Geographic Group Ltd, for continued Management Hosting and Development Services for the City's GIS Internet Mapping System.

Latitude Geographic Group Ltd., utilizes proprietary software (Geocortex), which is required to perform repairs, upgrades, hosting and programming.

The Purchasing Division recommends this Exempt Procurement approval based on the following information provided in the City of Santa Fe Purchasing Manual Section 18.7L Exemptions: Purchases of computer software including ancillary services, where such is required to match other software in use or where a unique or novel application (available from only one provider) is required to be used in the public interest. This will include applicable initial and subsequent licensing fees and services to modify or maintain proprietary software, if such services are available from only a single provider.

Procurement History:

Year Ending 6/30/2015 \$ 17,172.00 (when approved)
Year Ending 6/30/2014 \$ 17,172.00
Year Ending 6/30/2013 \$ 19,148.96
Year Ending 6/30/2012 \$ 15,490.60

Funding for this service request is available in Business Unit 32110/530710(CIP/GIS/Software/Subscription) in the amount of \$17,172.00.

ACTION:

It is requested that this Exempt Procurement request to Latitude Geographic Group Ltd, in the amount of \$17,172.00, be approved and submitted to the City Council for its consideration.

City of Santa Fe, New Mexico

memo

DATE: November 19, 2014

TO: Finance Committee/Council
Brian Snyder, City Manager

VIA: Renée Martínez, ITT Department Director
Robert Rodarte, Purchasing Director
Teresita Garcia, Assistant Finance Director

FROM: Yodel M Catanach, Telecommunication Specialist

RM 11/19/2014

ITEM & ISSUE:

Latitude Geographics Hosting Arc IMS Agreement ITEM # 12-0698 Amendment No. 2 requesting to continue Hosting Services to June 30, 2015. Latitude Geographics Group, Ltd., is for hosting services for the City's GIS Internet Mapping System (IMS).

SUMMARY:

The existing Managed Hosting & Development Services Agreement (Contract Number P-201205808). The GIS and Land Use Department uses the internal IMS on a daily basis. Funds are available in the amount of \$17,172 from Business Unit 32110 Line Item 530710 for the Hosting Services.

ACTION REQUESTED

ITT Department requests to approve item #12-0698 Amendment No. 2

Amendment No. 2
(L895 05/2013)

THIS AGREEMENT is made as of the 1st day of July, 2014 (the "Effective Date")

BY AND BETWEEN:

Latitude Geographics Group Ltd.,
operating as a corporation, duly incorporated under the laws of the Province of British Columbia, and having its principal place of business at 200 – 1117 Wharf Street, Victoria, British Columbia, Canada, V8W 1T7 Tel: (250) 381-8130; Fax: (250) 381-8132 (herein called "Latitude")

And

City of Santa Fe, New Mexico
200 Lincoln Ave
Santa Fe, NM 87505-0909
USA
(herein the "Client")

WHEREAS Latitude and Client entered into an agreement, Contract Number P-201205808 dated the 1st day of May, 2012, a copy of which is attached as Exhibit 1 (the "Agreement").

WHEREAS the parties have agreed to amend the Agreement by this Amendment No. 2, effective the date signed by Latitude and the Client whichever occurs last.

NOW THEREFORE the parties have agreed to amend Section 3.7 of the Agreement to extend the term of the Agreement to the 1st day of July, 2015 and maintain the compensation as set out in Amendment No. 1, attached hereto as Exhibit 2, at \$17,172.00 for the fiscal year 2014-2015 as set out in Exhibit A attached hereto and incorporated by reference. All other terms shall remain unchanged.

Remainder of Page Intentionally Left Blank

CONTRACT ACCEPTANCE

I have read the above terms and conditions of use, and agree to the terms of payment. I am an authorized agent empowered to enter into this Agreement.

Signature: _____

Name: Javier M. Gonzales,

Position: Mayor

Date: _____

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to Form:

 8/29/14

Kelley A. Brennan, City Attorney

Approved:

Teresita Garcia, Assistant Finance Director

Approved by:

Steven Myhill-Jones
President & CEO
Latitude Geographics Group Ltd.

Date: _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Latitude Geographice Group Ltd

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$17,172.00

Termination Date: May 1, 2013

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Latitude Geographics Hosting Arc IMS Agreement ITEM # 12-0698

Amendment # 13-0652 to the Original Contract# 12-0698

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Latitude Geographics Hosting Arc IMS Agreement ITEM # 12-0698 Amendment No. 2 requesting to continue Hosting Services to June 30, 2015

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ 17,172.00 of original Contract# 12-0698 Termination Date: 05/01/2013

Reason: _____

Amount \$ 17,172.00 amendment # 1 13-0652 Termination Date: 06/30/2014

Reason: _____

Amount \$ 17,172.00 amendment # 2 Termination Date: 06/30/2015

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$51,516.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Contract P-201205808 ITEM #12-0698 AND ITEM 13-0652

6 Procurement History: PO 12131598 #12-0698 PO 13141328 #13-0652
example: (First year of 4 year contract)

7 Funding Source: _____ 32110 BU/Line Item: _____ 530710

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Yodel M. Catanach

Phone # 505-955-5575

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



Latitude Geographics®

Latitude Geographics Group Ltd.
200-1117 Wharf Street
Victoria, BC V8W 1T7 Canada

Phone # (250) 381-8130 Fax # (250) 381-8132 www.latitudegeo.com

EXHIBIT A

INVOICE

Invoice No.: 201400993
Date: 8/14/2014
Client ID: C-200801551
Account Manager: SS
Project Manager:
Project ID: P-201410262_Hosting ...

Sold To:

City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 875040909 USA

Client PO:

Contact: Jim Gallegos

Please make cheque payable to:
Latitude Geographics Group Ltd.

GST#: 89523 5521 RT0001 PST#: PST-1012-2379 IRS Federal EID#: 98-0405129 Questions? E-mail: CustomerService@latitudegeo.c...

Item No.	Description	Start Date	End Date	Unit	Unit Price	Qty	Amount
ASPIMSH	Hosting ArcIMS	7/1/2014	6/30/2015		1,126.00	12	13,512.00
ASPGCXST...	Hosted Statistics Report	7/1/2014	6/30/2015		95.00	12	1,140.00
LS103	GIS Data Services	7/1/2014	6/30/2015	hr	95.00	12	1,140.00
LS111	Internet Cartography or Senior GIS	7/1/2014	6/30/2015	hr	115.00	12	1,380.00

All amounts are due within 30 days from the invoice date. Amounts outstanding after 30 days are subject to an administration fee of 1.5% monthly, 18% annually, unless otherwise contracted. Please report any items that do not agree with your records within 30 days. Thank you!

Subtotal	USD 17,172.00
Total Tax	USD 0.00
Total Payable	USD 17,172.00



Certificate of Insurance

350-4396 West Saanich Road, Victoria, B.C. Canada V8Z 3E9 Telephone: (250) 388-4416 Facsimile: (250) 388-9926

Certificate No. LATI003-14-18

Certificate Holder: City of Sante Fe, New Mexico
200 Lincoln Avenue
Sante Fe, NM USA 87505-0909

Name of Insured: Latitude Geographics Group Ltd. and Latitude Geographics USA Inc.

RE: All operations of the Named Insured as described in the policy declarations

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the policy. This certificate does not amend, extend or alter the coverage afforded by the policies listed herein.

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims/expenses.

Schedule of Insurance(s)			
Type of Insurance	Insuring Company and Policy Number	Policy Dates	Limit of Liability/Amount of Coverage
General Liability including Non-Owned Auto Liability Premises Property and Operations Products and Completed Operations Blanket Contractual (all written agreements) Owners and Contractors Protective Occurrence Bodily Injury and Property Damage Personal Injury Contingent Employers Liability Broad Form Property Damage Employees as Additional Insured Cross Liability Pollution Exclusion Professional Liability Exclusion	Certain Lloyds Underwriters ESC05092859	4-Sep-14 To 4-Sep-15	Bodily Injury and Property Damage \$5,000,000.00 Inclusive \$5,000,000.00 Aggregated with respect to Products/Completed Operations
Errors & Omissions Liability Claims Made Form	Certain Lloyds Underwriters ESC05092859	4-Sep-14 To 4-Sep-15	\$2,000,000.00 Each claim \$2,000,000.00 Aggregate

Terms and Conditions

With reference to the above, it is hereby understood and agreed that **THE CERTIFICATE HOLDER** are added as Additional Insured(s) but only with respect to liability arising out of the operations of the Named Insured.

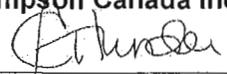
With reference to the above, the Insurer will endeavour to provide the Holder of this Certificate with 30 days written notice of cancellation, but failure to provide such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the Insurer, its Agent or Representatives.

These statements have been made in good faith and are a summary of the insurance cover in force (which is subject to the full terms and conditions of the policy). We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or for any loss, damage or expense thereby occasioned to any recipient of this certificate.

Jardine Lloyd Thompson Canada Inc.

Date: September 11, 2014

Per: _____


Signature



Latitude Geographics™

ITEM # 12-0098

MANAGED HOSTING &
DEVELOPMENT SERVICES AGREEMENT
(L90012/10)

Latitude Geographics Group Ltd., 200-1117 Wharf Street, Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

Contract Number P-201205808

Between:

Latitude Geographics Group Ltd.
200 – 1117 Wharf Street
Victoria, British Columbia
Canada V8W 1T7

(herein "LATITUDE")

And:

City of Santa Fe, New Mexico
200 Lincoln Ave
Santa Fe, NM 87505-0909
USA

(herein the "Client")

This document and Addendum A appended hereto or delivered in connection herewith, in each case including all amendments hereto and thereto (the "Agreement") constitutes the agreement between LATITUDE and Client for managed Hosting Services and Development Services, each as defined below (collectively, the "Services").

Hosting Services Start Date:

May 1, 2012

Agreement Renewal Date:

May 1, 2013

1.0 Complete Web-GIS Hosting

1.1 In-Scope Services

Under the terms of this Agreement, Client will provide the data and any custom software required for deployment of Client's Internet mapping site(s). LATITUDE will provide the services and architecture (the "Hosting Services") required to deploy Client's Internet mapping system on an ongoing basis.

Starting on the Hosting Start Date, LATITUDE shall deploy the Client's ArcIMS-based Internet application(s). This package includes:

- Up to 10GB file-system storage space. Database storage is priced separately.
- 35,000 server requests per month
- 10GB of data transfer per month (upload and download)
- Two ArcIMS Mapservices (one service intended for inset map)
- Geocortex web-GISviewer¹
- Security and authentication provision, if required
- Hosting in secure, climate controlled server room
- Maximum possible uptime with 24/7 x 365 service response²
- Disaster recovery and data backup (backup retained one week)
- High bandwidth connection
- Ongoing web-GIS infrastructure maintenance
- Hosted Geocortex Statistics

Geocortex

¹Geocortex software must be licensed if the Client decides at a subsequent date to migrate the system in-house and wishes to continue using the Geocortex software. The Client may switch to another viewer at its discretion.

²Although Latitude Geographics takes extensive measures to maximize uptime, we cannot completely prevent failures in third party software and/or hardware products.

The Hosting ArcIMS subscription cost for the above package is:

\$ 1,126.00 per month for a total not to exceed yearly price of \$13,512.00

Pricing has been determined based on traffic expectations and dataset size. If the Client exceeds allocated monthly traffic, LATITUDE reserves the right to charge for additional bandwidth and additional server capacity. Server requests in excess of Client's allocated monthly amount are not an issue provided that LATITUDE has unused server capacity. In the event that server load becomes an issue, additional capacity is \$1.50 per 1 GB of disk space and \$.01 per server request over limit per month. Additional bandwidth is provided at \$4 per additional gigabyte of site traffic. LATITUDE cannot guarantee site performance for map requests that exceed initially contracted monthly package.

Clients are billed for time and materials for data updates at regular LATITUDE services rates, as described in Section 2.1.

The total amount of this Agreement, including Hosting ArcIMS yearly subscription, Hosting Statistics Report, GIS Data Services-Monthly Data Update and Internet Cartography or Senior GIS, as set forth in Work Order #20120274, attached hereto and incorporated herein by reference, shall not exceed \$17,172.00. If additional Out-of-Scope Services and/or additional bandwidth and additional server capacity services are needed, the parties agree to amend this Agreement in writing.

A current version of data is backed up daily to recover from hardware failure. Historical or archival data is not retained for more than a week.

At some point during the period of this hosting agreement, the City of Santa Fe may wish to discontinue the ArcIMS based hosting service in favor of a Cloud based ArcGIS Server/Geocortex Essentials implementation. When the City requests the 'cut over' to the new service, the monthly hosting fee will be revised to \$650.00 per month.

The Cloud hosting service includes unlimited data uploads and 450 GB per month downloads (throughput). Downloads over 450 GB per month would be charged at the rate of \$0.25 per GB. It is not anticipated that the City's download requirement to ever go above the allowable monthly maximum, however this has been included for reference

1.2 Out-of-Scope Services and Service Exclusions

Out-of-scope services are considered to be services beyond those related to the ongoing deployment of a static Internet mapping application experiencing anticipated traffic levels.

Should a major unexpected increase in traffic exceeding contracted traffic levels occur, LATITUDE will endeavor to ensure smooth service under the terms of this agreement. If you anticipate an anomalous traffic increase, please email us at support@latitudegeo.com to help ensure minimal impact to hosted services.

Subject to Section 2.1 and the services to be provided pursuant to Work Order 20120274, the following is a partial list of services considered "out-of-scope" of this Agreement and will be invoiced at LATITUDE's regular rates as set forth in Section 2.1:

- application development services and preparation for deployment
- non-mandatory upgrades to new Geocortex software versions/features, should customer-specific services be required

- new dataset integration or repairs, including system troubleshooting related to Client-provided datasets
- troubleshooting or repairs to the data or application(s) stemming from changes made by parties other than LATITUDE
- response to Client-specific security issues, bandwidth overage, and Client-specific denial-of-service attacks
- updates to datasets or custom software application components required as a result of new third-party software releases
- end user technical support and training

If, as part of this agreement, the Client requires ongoing deployment of Client-developed software products and other third-party components that are not part of LATITUDE's regular Geocortex Complete Hosting service, LATITUDE is not liable for the performance and reliability of these components nor any impact they may have on the in-scope services, including site up-time.

LATITUDE reserves the right to temporarily suspend service if improperly functioning Client data or custom application components appear to be compromising the performance or reliability of the LATITUDEweb-GIS architecture.

2.0 ADDITIONAL SERVICES

2.1 Development Services

LATITUDE shall provide development services as may be agreed by the parties in a work order or statement of work (the "Development Services"). LATITUDE shall provide the Development Services described in Work Order 20120274, attached hereto as Exhibit 2.1 and incorporated herein by reference.

LATITUDE's rates for Development Services are in US dollars, and are as follows:

Service	Cost
Admin Support	\$ 45 / hour
Graphic Design/Webmaster	\$ 65 / hour
GIS Data Services	\$ 95 / hour
Project Management	\$ 115 / hour
Internet Cartography/Senior GIS	\$ 115 / hour
Programming/Application Development/Databases	\$ 145 / hour
Business Analysis	\$ 145 / hour
Business Analysis (Senior Consultant/Principal)	\$ 165 / hour

Rate classifications for specific services will be indicated on Work Orders and Invoices.

LATITUDE shall notify Client at least sixty (60) days prior to any increase in rates. For any service not listed on LATITUDE's standard fee schedule, LATITUDE will provide Client with a quote prior to rendering the applicable service.

2.2 Project Delivery

This is a collaborative project and time is of the essence. Delivery of the Services and the Works under the terms of this Agreement is subject to timely delivery by Client and (if applicable) Client's other contractors of the hardware, software and data that are required for LATITUDE to complete the applicable Service or Work and shall be rescheduled if LATITUDE is unable to complete the applicable Service or Work solely because of a failure by Client to timely deliver such hardware, software or data.

As part of regular project management activities, LATITUDE will provide written notice to alert Client if any issues arise, as soon as they arise. LATITUDE is not responsible for delays or project issues caused directly by Client or vendors under contract to Client.

2.3 Migration Services

LATITUDE provides migration support services and training. These services are considered out-of-scope of this Agreement, unless contained in any Work Order attached hereto.

3.0 MISCELLANEOUS

3.1 Changes

It is recognized that changes in the Development Services may be desirable, in light of actual experience gained in the course of creation, installation and integration of the development described above. Accordingly, either party shall be entitled to propose changes to such terms by written notice at any time delivered to the other party. The parties agree to consider such a proposed change in good faith and to negotiate and agree upon adjustments in fees, schedule and scope where appropriate.

3.2 Intellectual Property Rights

(a) Intellectual property rights, including all, patents, copyrights, trade secrets, trade-marks and all other proprietary rights, which may subsist anywhere in the world, whether registered or unregistered, and all applications for registration or issuance of any of the foregoing, and all rights to file any such applications, in each case, for the Geocortex products, services, and technologies remain with Latitude Geographics Group Ltd. and/or its business partners and are provided under license to the Client. LATITUDE may, at its discretion, incorporate specific contracted features and functionality developed by it for Client in other Geocortex-related products and services.

(b) Except for the rights expressly granted herein, this Agreement does not transfer from Client to LATITUDE any of Client's existing proprietary technology and property, which includes its Internet operations design, web site design and layout, content (including, but not limited to, text, graphics, music, video segments and other information, in any form or media), software tools, hardware, html code, network and software designs, algorithms, software (in source and object code forms), scripts, specifications, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), spatial and attribute data sets and resultant datasets generated by the provided Services, trademarks, copyrights, patents, trade secrets and any related intellectual property rights throughout the world (whether owned by Client or licensed to Client from a third-party (other than LATITUDE or one of its business partners)).

If, in the course of performing the Service(s), it is necessary for LATITUDE to access Client equipment or use Client Technology, Client hereby grants LATITUDE a nonexclusive, nontransferable, royalty-free, limited license, and in the case of third-party software or technology provided by Client, a non-exclusive, non-transferable, royalty free, limited sublicense, during the term of this Agreement, to use Client Technology and such third-party software or technology solely for the purposes of delivering the Service(s) and Work to Client.

3.3 Non-Competition

LATITUDE recognizes that some business-related Client applications are sensitive to competitive applications in their market area.

If the terms of a non-competition agreement are explicitly defined in this section, LATITUDE will not develop or market an application similar to the Client application within a given geographic jurisdiction for a defined period of time.

3.4 Compliance with Software Licenses

LATITUDE warrants to Client that, to its knowledge, any software and hardware used and/or provided by LATITUDE in the production of materials pursuant to this Agreement are in compliance with appropriate licensing agreements provided by the vendors of such hardware or software. Any liability arising out of a violation by LATITUDE of such licensing agreements is the sole responsibility of LATITUDE.

3.5 Conduct

LATITUDE will not place itself in a conflict of interest position and will not have outside or pecuniary interests that could impair its ability to perform the Services under this Agreement.

LATITUDE will disclose fully to Client at the earliest possible opportunity any conflicts that may exist between the interests of the LATITUDE and the interests of Client.

3.6 Payment

Invoices will be sent to Client on a monthly basis and payments shall be due within 30 days from the invoice date. LATITUDE accepts cash or cheque.

Client does not keep its account current, LATITUDE reserves the right to, in addition to other remedies, interrupt or terminate the Services upon five days prior notice to Client.

3.7 Term

This Agreement and the rights and obligations granted herein will have a term of one (1) year commencing on the Co-location Services Start Date, unless earlier terminated as set forth in Section 3.8.

3.8 Termination

LATITUDE reserves the right to terminate this agreement for any reason on giving thirty (30) days written notice of termination to the Client. If LATITUDE terminates this Agreement or any Service for any reason other than Client's failure to comply with this Agreement, LATITUDE will refund the portion of any fees paid in advance.

If Client wishes to discontinue this Agreement or any Service prior to the end of this Agreement for any reason, Client must give thirty (30) days written notice to LATITUDE. With proper notice, there is no penalty for any such termination or cancellation. Without proper notice, client is responsible for 30-days' Hosting fees.

If LATITUDE fails to comply with this Agreement, Client may terminate the Agreement on thirty (30) days prior notice to permit LATITUDE to cure such failure.

3.9 Subletting and re-distribution of bandwidth

Client may not sublet or otherwise allocate server space or bandwidth to any other organization or entity without prior written permission from LATITUDE.

3.10 Assignment

LATITUDE may, with reasonable prior written notification of Client, assign its rights and obligations under this Agreement to a third-party in connection with a merger, consolidation, sale of all or substantially all of LATITUDE'S assets or other corporate reorganization.

3.11 Proper Law

This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico, excluding its conflict of laws rules, and the parties irrevocably attorn to the exclusive jurisdiction of the 1st Judicial District court of the State of New Mexico in the event of any proceeding or dispute under this Agreement.

3.12 Headings

The division of this Agreement into articles and paragraphs and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Agreement.

3.13 Severability

In the event that any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, the remainder will be construed as if the invalid portions or part thereof had been deleted from this Agreement.

3.14 Facsimile

The parties agree that this Agreement may be entered into by a party by means of facsimile transmission and, in such an event, the same shall constitute a legal and binding obligation in the same manner as if an originally executed version hereof had been delivered by such party to the other party.

3.15 Notice

Notice shall be given from one party to the other at the following address:

Latitude Geographics Group Ltd.

200 – 1117 Wharf Street
Victoria, British Columbia
Canada V8W 1T7

Facsimile: 250-381-8132
E-mail: smj@latitudegeo.com

City of Santa Fe

200 Lincoln Ave
Santa Fe, NM87505-0909
USA

Facsimile: 505-955-6474
E-mail: jdgallegos@santafenm.gov

4.0 CONFIDENTIALITY

Each party acknowledges that all information of a business or technical nature imparted to the other party during the course of this Agreement with respect to the business of the other party and its suppliers and

vendors, including business plans, account statements, costs, pricing, customers, sources of information and other documents, non-public information and trade secrets (collectively, the "Confidential Information"), were acquired, designed and/or developed by them at great expense, are secret, confidential and unique, and constitute the trade secrets and exclusive property of the disclosing party, and that any use by the other party of any such Confidential Information other than for the sole purpose of fulfilling its obligations under this Agreement would be wrongful and would cause irreparable injury to the disclosing party and its affiliates. Confidential Information does not include information that (a) was known or available to the other party from an independent source, or was independently developed by such other source, prior to the date of execution of this Agreement; (b) is or becomes generally available to the public (provided that it will still be deemed to be Confidential Information if the disclosing party can demonstrate that such information is or becomes so generally available to the public as a result of a breach of this Agreement by the other party hereto); or (c) becomes known or available to the other party from a third-party source that is not subject to a legal obligation to the other disclosing party to keep such information confidential. Except as required by law or legal process, neither party will at any time disclose or divulge to any third-party, or use or suffer the use by any other third-party of, any Confidential Information of the other party or any of its suppliers or manufacturers, obtained from or through them, without the prior written consent of the other party.

5.0 LIMITATION OF WARRANTIES AND LIABILITY

Except as otherwise expressly provided herein (including in Section 4.0), the Services and the Work are provided on an "as is" basis, without any other warranties, or conditions, express or implied, including but not limited to warranties of merchantable quality, merchantability or fitness for a particular purpose, or those arising by law, statute, usage of trade or course of dealing. Neither party nor its dealers or suppliers shall have any liability to the other party or any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data or other commercial or economic loss, even if such party has been advised of the possibility of such damages or they are foreseeable; or for claims by a third-party.

Due to the nature of the software and technology, LATITUDE does not guarantee uninterrupted Services. Although LATITUDE takes extensive measures to ensure continuous, secure, high speed service by regularly monitoring, updating, and otherwise maintaining its Internet mapping infrastructure, events may occur that temporarily compromise or interrupt the Services. LATITUDE shall use best efforts to minimize downtime and effectively prepare for disaster recovery.

LATITUDE reserves the right to temporarily disable the site to test emergency response and disaster recovery procedures, perform system maintenance, or for any reason reasonably deemed necessary. Whenever possible, Clients will be notified in advance of any such actions with advance notice of at least 48 hours and the site will be disabled at times of lowest overall traffic.

6.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings, communications and agreements between the parties, oral or written, and may not be changed except by a written signed agreement between the parties. Sections 3.2, 3.3, 3.8, 3.11, 3.12, 3.13, 3.15, 4.0, 5.0 and this Section 6.0 shall survive termination of this Agreement.

7.0 CONTRACT ACCEPTANCE

I have read the above terms and conditions of use, and agree to the terms of payment. I am an authorized agent empowered to enter into this Agreement.

Signature: Robert P. Romero

Name: Robert P. Romero

Position: City Manager

Date: 7/31/12

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

Approved as to Form:

Geno Zamora
Geno Zamora, City Attorney 7/27/12

Approved:

Dr. Melville L. Morgan
Dr. Melville L. Morgan, Finance Director 7/30/12

Approved by:

Steven Myhill-Jones
President & CEO
Latitude Geographics Group Ltd.

Date: _____

ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN

7.0 CONTRACT ACCEPTANCE

I have read the above terms and conditions of use, and agree to the terms of payment. I am an authorized agent empowered to enter into this Agreement.

Signature: Robert Romero

Name: Robert P. Romero

Position: City Manager

Date: 7/31/12

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

Approved as to Form:

Geno Zamora
Geno Zamora, City Attorney 7/27/12

Approved:

Melville L. Morgan
Dr. Melville L. Morgan, Finance Director 7/30/12

Approved by:

Steven Myhill-Jones
Steven Myhill-Jones
President & CEO
Latitude Geographics Group Ltd.

Date: AUG 01 2012

ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN



Latitude Geographics™

Latitude Geographics Group Ltd.
 200-1117 Wharf Street
 Victoria, BC V8W 1T7 Canada
 Phone # (250) 381-8130 Fax # (250) 381-8132 www.latitudegeo.com

WORK ORDER

Quote #: 20110063
 Date: 3/18/2011
 Account Manager: RL
 Client ID: C-200801551

Prepared For:

City of Santa Fe
 PO Box 909
 200 Lincoln Ave.
 Santa Fe, NM 875040909 USA

Project: P-201103946_Hosting 2011/2012

Questions?

Email: ssv@latitudegeo.com

GST #: 89523 5521 RT0001 PST #: R357159 IRS Federal EID #: 98-0405129

Item	Description	Start Date	End Date	Unit	Unit Price	Quantity	Total Cost
ASPIMSH	Hosting ArcIMS	5/1/2011	4/30/2012		1,126.00	12	13,512.00
ASPGCXST...	Hosted Statistics Report	5/1/2011	4/30/2012		95.00	12	1,140.00
LS103	GIS Data Services - Monthly Data Update	5/1/2011	4/30/2012	hr	95.00	12	1,140.00
LS111	Internet Cartography or Senior GIS	5/1/2011	4/30/2012	hr	115.00	12	1,380.00

This is a work order, not an invoice. Delivery of products and/or services subject to client approval. Prices subject to local taxes where applicable. Acceptance of this offer is not complete until an authorized client representative reads and accepts the terms of any software license agreements associated with products acquired through this quotation:

Total Cost USD 17,172.00

Client Approval

X

Client Representative Signature

Date

CITY OF SANTA FE() and LATITUDE (LATITUDE)

ADDENDUM

INDEMNIFICATION

The Latitude shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Latitude's performance under this Agreement as well as the performance of Latitude's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Latitude. The City's decision as to whether sufficient appropriations are available shall be accepted by the Latitude and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Latitude. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF LATITUDE; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES
AND SUBLATITUDES

A. The Latitude and its agents and employees are independent Latitudes performing professional services for the City and are not employees of the City. The Latitude, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Latitude shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Latitude in the performance of the services under this Agreement.

C. The Latitude shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

The Latitude warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Latitude further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

RELEASE

The Latitude, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Latitude agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Latitude has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. The Latitude, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for

each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Latitude shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Latitude shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Latitude's employees throughout the term of this Agreement. Latitude shall provide the City with evidence of its compliance with such requirement.

C. Latitude shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Latitude shall furnish the City with proof of insurance of Latitude's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

RECORDS AND AUDIT

The Latitude shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

APPLICABLE LAW; CHOICE OF LAW; VENUE

Latitude shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Latitude agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

NON-DISCRIMINATION

During the term of this Agreement, Latitude shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Latitude hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.