

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15
FOR CITY COUNCIL MEETING OF 10/14/15

ISSUE:

15. Request for Approval of Exempt Procurement – Software and Services to Upgrade City Web-Based Map Services; Latitude Geographics Group, LTD. (Renee Martinez)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 32110.510340/530710

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			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: September 22, 2015

TO: Finance Committee/Council

VIA: Oscar Rodriguez, Finance Director
Renée Martinez, ITT Department Director
Robert Rodarte, Purchasing Director

FROM: Yodel M Catanach, Telecommunication Specialist

RE: Request for Approval of Exempt Procurement and Professional Services Agreement
– City Web Based Mapping System Upgrade; Latitude Geographics

ITEM & ISSUE:

Request for Approval of a Master License Agreement, Professional Services Agreement and three (3) year Cloud Hosting Agreement with Latitude Geographics to upgrade the City web based mapping system in the amount of \$76,260.00. The current system was designed by Latitude Geographic to meet the specific needs of the City and has been in use for ten (10) years. The purchase is exempted from competitive procurement as per section 18.1.7 of the Purchasing Manual.

18. EXEMPTIONS

18.1 All procurement shall be achieved by competitive sealed bids or formal proposals, except as follows:

7. Procurements exempted from competitive procurement are as follows:

- 1. 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.*

BACKGROUND:

The City currently uses a cloud hosted application provided by Latitude Geographics. This application was developed by Latitude Geographics for the City and runs on a GIS server platform that has reached end of support. The City plans to upgrade the web based mapping system so as to extend the useful life of the application. The application is used by the public and City employees to view maps of City data such as streets, parcels, trails, council districts, parks, recreation centers, etc. The ITT Department requested and received funds in the FY15-16 operating budget for this project. The cost components include 1) GeoCortex Essential Software License, 2) Implementation and Training Services and 3) Cloud Hosting Services.

RECOMMENDED ACTION:

The ITT Department recommends the approval of the purchase of the Geocortex Essentials Software (Business Unit/Line Item 32110.510340), Implementation Services (Business Unit/Line Item 32110.530710) and Cloud Hosting Services (Business Unit/Line Item 32110.530710) to complete this project. The second and third year software maintenance and web hosting costs will be charged to Software Subscription 32110.530710 in the amount of \$20,490 each year.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Latitude Geographics Group Ltd

Procurement Title: Latitude Geographics Cloud Hosted Geocortex Essentials Web-Based Mapping Software

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other PSA

Department Requesting/Staff Member ITT Department Renee Martinez

Procurement Requirements:

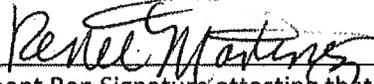
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

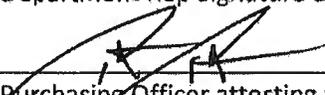
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Renee Martinez – ITT Department Director

Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included

 9/24/16
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

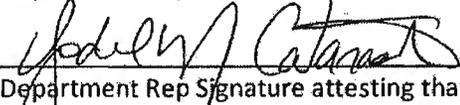
Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Yodel Catanach – Telecom Specialist

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

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18.1 All procurement shall be achieved by competitive sealed bids or formal proposals, except as follows:

7. Procurements exempted from competitive procurement are as follows:

- I. 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.



**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: \$76,260.00

Termination Date: September 27, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Latitude Geographics Cloud Hosted GeoCortex Essentials Exempt Procurement 18.1

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 2 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**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 _____

6 Procurement History: _____
 example: (First year of 4 year contract)

7 Funding Source: _____ 32110 BU/Line Item: 510340/530710

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 Use Only:

Cust. Name _____
Cust. # C-200801551
P.O. # _____

Latitude Geographics Group Ltd., 300 – 1117 Wharf Street, Victoria, BC Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

MASTER LICENSE AGREEMENT
Latitude Contract Number: 2015-06-356

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This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

The parties hereto have caused this Agreement to be executed and effective as of the last date written below.

CITY OF SANTA FE
(Licensee)

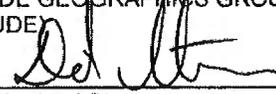
By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LATITUDE GEOGRAPHICS GROUP LTD.
(LATITUDE)

By: 
Authorized Signature

Printed Name: David Stevenson

Title: CTO

Date: _____

Licensee Contact Information

Contact: Renee Martinez

Address: 2651 Siringo Rd., Building F

Santa Fe, NM

87504

Country: United States

Telephone: (505) 955-5565

Fax: _____

E-mail: rmartinez@ci.santa-fe.nm.us

Latitude Geographics General License Terms and Conditions (L200)
Exhibit 1: Scope of Use (L300)

**SEE ATTACHED "ADDENDUM AND SIGNATURE PAGE"
INCORPORATED HEREIN**



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- c. "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
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- c. Licensee cooperates fully in the defense of the claim.

8.2 If LATITUDE believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, LATITUDE, at its own expense, may either (i) obtain the right for the Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially reasonable, the infringing items shall be returned to LATITUDE, the license shall terminate, and LATITUDE's sole liability shall be to indemnify Licensee pursuant to Article 8.1 and refund license fees paid by Licensee prorated on a five (5) year, straight line depreciation basis beginning from the initial date of delivery.

8.3 LATITUDE shall have no obligation hereunder to defend Licensee or pay any resulting costs, damages, or reasonable attorney's fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by LATITUDE; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than LATITUDE, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by LATITUDE for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF LATITUDE WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Orders—All Software, Data, Web Services, Documentation or maintenance orders placed within one (1) year of this License Agreement's execution date shall be licensed under the terms of this License Agreement, except that new Software, Data, Web Services, and Documentation commercially released during that year may require additional terms. Orders placed and Software, Data, Web Services, and Documentation or updates provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on LATITUDE's Web site, included with a quote, or included with the deliverable Software, Data, Web Services, or Documentation.

9.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Software, Data, Web Services or Documentation, in whole or in part, to (i) with the exception of Cuba, any country to which Canada or the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time. Licensee shall not export the Software, Data, Web Services and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and warrants that it or its

employees, consultants, or customers who gain access to the Software, Data, Web Services or Documentation are not a national, resident, or located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

9.3 Taxes and Fees, Shipping Charges—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers—The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or the right of such party thereafter to enforce that or any other provision.

9.5 Severability—The parties mutually agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns—Licensee shall not copy, assign, sublicense, sublease, redistribute, or transfer Licensee's rights or the rights of a contractor or third party or delegate its obligations under this License Agreement without LATITUDE's prior written consent, and any attempt to do so without LATITUDE's prior and written consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a Government contractor that has acquired the Software, Data, Web Services or Documentation under contract to the Government may assign its rights under this License Agreement to its Government customer upon written notice to LATITUDE provided the Government customer assents to the terms of this License Agreement.

9.7 Survival of Terms—The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this license agreement.

9.8 Equitable Relief— Both parties agree that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such a breach, in addition to any and all remedies at law, Either party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 U.S. Government Restricted Rights— The Software, Data, Web Services or Documentation are provided with restricted rights. The Software, Data, Web Services and Documentation are commercial computer software, commercial data, commercial Web Services, and commercial computer software documentation. This License Agreement contains LATITUDE's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by LATITUDE and Licensee. LATITUDE Software source code is unpublished and all rights to the Software, Data, Web Services or Documentation are reserved under international and national copyright laws. In the event any court, arbitrator, or board holds that the Licensee has greater rights to any portion of the Software, Data, Web Services or Documentation under applicable public procurement law, such rights shall extend only to the portions affected. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (Nov 1995), or NFS 1852.227-86 (December 1987), or the local, state, or foreign equivalent, as applicable. The Contractor/ Manufacturer is Latitude Geographics Group Ltd., 200-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

9.10 Governing Law, Arbitration

- a. *All Other Licensees*— Except as provided in Article 9.8, any dispute arising out of or relating to this License Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at Santa Fe, New Mexico.
- b. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

CITY OF SANTA FE (Licensee/City) 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 SUBCONTRACTORS

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.

CITY OF SANTA FE:

LATITUDE GEOGRAPHICS GROUP LTD.

JAVIER M. GONZALES, MAYOR

David Stevenson, CTO
NAME & TITLE

DATE: _____

DATE: _____
CRS# n/a
CITY OF SANTA FE BUSINESS
REGISTRATION# n/a

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 9/24/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

The scope of use for each LATITUDE Software identified below is described in the applicable footnotes listed in parentheses.

- Geocortex Essentials Standard Edition (1, 2, 3, 6, 7, 8)
 - Geocortex Essentials Starter Kit Edition (1, 4, 6, 8)
 - Geocortex Essentials Developer Seat (1, 6)

 - Geocortex Optimizer Standard Edition (1, 2, 3, 6, 7, 8, 13)
 - Geocortex Optimizer Starter Kit Edition (1, 4, 6, 8, 12)

 - Geocortex Fleet Tracker (1, 2, 3, 7, 8, 18)

 - Geocortex Technology Developer Network [GTDN] Subscription (5, 6, 16)

 - Geocortex Uptime Business Edition (3, 8, 10)
 - Geocortex Uptime Enterprise Edition (1, 2, 3, 8, 11)

 - Geocortex Statistics Business Edition (12)
 - Geocortex Statistics Enterprise Edition (13)

 - Geocortex Secure Data Gateway (1, 2, 3, 6, 7, 8)

 - Geocortex Internet Mapping Framework Business Edition (4, 6, 7, 8, 17)
 - Geocortex Internet Mapping Framework Enterprise Edition (1, 2, 3, 6, 7, 8, 17)
 - Geocortex Internet Mapping Framework Enterprise Edition Annual Subscription (1, 2, 3, 5, 6, 7, 8, 17)
 - Geocortex Internet Mapping Framework Developer License (1, 2, 6, 17)
 - Fleet Tracker for Geocortex IMF (1, 2, 3, 7, 8, 18)
1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
 2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
 3. "Deployment Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
 4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.
 5. "Term License." Licensee may use the subscription(s), Software, Web Services and Data for a limited time period or while Licensee has available credits or transactions to use the subscription(s), Software, Web Services, and Data as described in the Documentation. When the license term, subscription, credits, or transactions expire, licensee must either stop using the subscription(s), Software, Web Services, and Data, or renew or extend the license upon payment of applicable fees.
 6. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
 7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
 8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
 9. No redundant Software installation is permitted.
 10. Monitoring and management of services for a single server.
 11. Monitoring and management of services for multiple servers deployed from a single designated installation location.

12. Processing/analysis of data associated with one (1) web-GIS application.
13. Processing/analysis of data associated with an unlimited number of applications from a single designated installation location.
14. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
15. "Concurrent Use License." Licensee may install and use the Software, Data and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
16. GTDN Software, Web Services, and Data may only be used by up to three (3) named developers per subscription at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. GTDN Software and Data may be installed on multiple computers for use by any named GTDN developer.
17. Use subject to additional terms and conditions described in **Terms & Conditions Specific to Internet Mapping Framework (L305)**.
18. Licensee may deploy a single instance of the Fleet Tracker Server to update up to the number of entities designated.



Latitude Use Only:
 Cust. Name _____
 Cust. # _____
 P.O. # _____

Latitude Geographics Group Ltd., 300 – 1117 Wharf Street, Victoria, BC Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

HOSTING AGREEMENT

Latitude Contract Number: _____

This Hosting Agreement ("Agreement") is between the client printed below ("Client") and Latitude Geographics Group Ltd. ("Latitude"), each a "Party" and collectively the "Parties" herein.

This Agreement, Product Order, and any Exhibits constitute the sole and entire agreement between the Parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the Parties relating to such subject matter, and any terms on Client's purchase order. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each Party.

The Parties hereto have caused this Agreement to be executed and effective as of the last date written below.

City of Santa Fe
 (Client)

By: _____
 Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LATITUDE GEOGRAPHICS GROUP LTD.
 (Latitude)

By: *David Stevenson*
 Authorized Signature

Printed Name: David Stevenson

Title: CTO

Date: _____

Client Contact Information

Contact: Renee Martinez

Address: _____

2651 Siringo Rd., Building F

Santa Fe, NM 87504

Country: USA

Telephone: (505) 955-5565

Fax: _____

E-mail: rmartinez@ci.santa-fe.nm.us

CITY OF SANTA FE:

LATITUDE GEOGRAPHICS GROUP LTD.



David Stevenson, CTO

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS# n/a

CITY OF SANTA FE BUSINESS

REGISTRATION# n/a

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 9/24/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR



HOSTING AGREEMENT

(01/2015)

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

1. Definitions

"Authorized User" means a single individual who is authorized to be a user of the Service.

"Data" all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using the Hosting Services.

"Effective Date" means the date that Client accepts the terms and conditions of this Agreement.

"Hosting Services" means the services and computing systems required to deploy Client's web based mapping system.

"Hosting Start Date" means the date that Hosting Services shall commence as set out in the Product Order.

"Product Order or Quote or Hosting Proposal" means Latitude's ordering document(s) specifying the Hosting Services to be provided hereunder, accepted by Client, and attached as Exhibit A to this Agreement.

"Renewal Period" means a one (1) year extension of this Agreement.

"Software" means the actual copy of all or any portion of Latitude's proprietary and sublicensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies.

2. In-Scope Hosting Services

2.1 Under the terms of this Agreement, Client will provide the Data and any custom software required for deployment of Client's web based mapping site(s). Latitude will provide the Hosting Services.

2.2 Starting on the Hosting Start Date as defined in the Product Order(s), Latitude shall deploy the Client's ArcGIS Online-based or ArcGIS Server-based Internet application(s). This package includes:

- i. An amount of data transfer per month as defined by the Product Order(s)

- ii. An amount of server capacity as defined by the Product Order(s)
- iii. Disaster recovery and data backup as defined by the Product Order(s)
- iv. Security and authentication provision, as defined in the Product Order(s)
- v. Commercially reasonable uptime with 24/7 x 365 service response. Although Latitude takes measures to maximize uptime, Latitude cannot completely prevent failures in third-party software and/or hardware products.
- vi. Regular maintenance & patching of Windows and related software
- vii. Technical troubleshooting relating to Microsoft Windows Server, Microsoft IIS, Network Firewall(s), ArcGIS Server, or Microsoft SQL specific to the performance of the clients application

2.3 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 upon prior written notice.

3. Out-of-Scope and Hosting Services Exclusions

3.1 Out-of-scope services are considered to be Hosting Services beyond those related to the ongoing deployment of a web based mapping application experiencing anticipated traffic levels.

3.2 The following is a partial list of Hosting Services considered out-of-scope of this Agreement:

- i. application development services and preparation for deployment
- ii. non-mandatory upgrades to new Geocortex software versions/features, should customer-specific services be required
- iii. new dataset integration or repairs, including system troubleshooting related to Client-provided datasets
- iv. troubleshooting or repairs to the data or application(s) stemming from changes made by parties other than Latitude
- v. response to Client-specific security issues and Client-specific denial-of-service attacks
- vi. updates to datasets or custom software application components
- vii. end user training and technical support

3.3 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 Hosting Services, Latitude shall not be liable for the performance and reliability of these components or any impact they may have on the in-scope services, including site up-time.

3.4 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 Latitude web-GIS architecture.

4. Intellectual Property Rights and Reservation of Ownership

4.1 Client agrees that Latitude owns all intellectual property rights in and to the Software. Client will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. Client further agrees not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Software or Hosting Services available to any third-party for such third-party's benefit. Latitude reserves all rights in the Software and the Hosting Services not expressly granted to Client hereunder.

4.2 Latitude agrees that Latitude acquires no right, title, or interest under this Agreement in or to Client's Data relating to Client's use of the Hosting Services.

5. Compliance with Software Licenses

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

Latitude's Responsibilities

Latitude will (a) make the Hosting Services available to Client in accordance with this Agreement; (b) provide technical troubleshooting in accordance with Sections 2 and 3 of this Agreement (c) use commercially reasonable efforts to make the Hosting Services available 24 hours a day, 7 days a week, except for (i) scheduled downtime of which Client will be given prior notice, and using commercially reasonable efforts to schedule maintenance nights and weekends Pacific Time; or (ii) a Force Majeure event.

6. Client's Responsibilities

6.1 Client agree to be fully responsible and liable for all acts, errors, and omissions in Client's use of the Hosting Services by Authorized Users and their compliance with the terms of this Agreement. Client agrees to notify Latitude if Client is aware of any unauthorized use of the Hosting Services by Authorized Users, or by persons who are not Authorized Users who use any user names, passwords, or other credentials of Authorized Users.

6.2 Client warrants and agrees not to:

- i. Disclose, copy, share, transfer, or allow access, directly or indirectly, to the Software or Hosting Services
- ii. Sublet or otherwise allocate server space or bandwidth to any other individual or organization;
- iii. Use the Hosting Services to send or otherwise make available any viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage another's data, computer or property;

- iv. Use the Hosting Services to store any data or content prohibited by applicable laws; and
- v. To pay all invoices in accordance with the payment terms on the Product Order, and to negotiate in good faith any disputed invoice(s).

6.3 Client will comply with all applicable export and import control laws and regulations in its use of the Software and Hosting Services, and in particular, Client will not utilize the Hosting Services to export or re-export data or software without all required United State and/or foreign government licenses. Client represents and warrants that Client is not on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Latitude is legally prohibited to provide the Hosting Services.

7. Term and Termination

7.1 The Hosting Services commences on the Hosting Start Date and shall continue in effect until (i) the expiration of the term; or (ii) either Party terminates this Agreement for a material breach that is not cured within thirty (30) days prior written notice to the other Party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination, Client shall cease to access and use the Hosting Services.

7.2 In the event of termination by Latitude, any unpaid fees for the term shall become immediately payable by Client to Latitude.

7.3 In the event of termination by Client for a material breach by Latitude, Latitude will refund to Client any prepaid fees covering the remainder of the term after the effective date of termination.

7.4 In the event of termination of this Agreement and upon thirty (30) days' prior written request, Latitude will make the Data available for export or download as long as Client's subscription is fully paid up to the effective date of termination. Latitude shall have no obligation to maintain or provide the Data beyond thirty (30) days after termination, and Latitude will delete all the Data, unless legally prohibited from doing so.

7.5 Prior to the end of the term, Latitude may provide Client with a quotation for an additional Renewal Period. If Client accepts the quotation, Latitude will submit an invoice to Client for the quoted annual cost for Hosting Services and this Agreement will automatically extend for the Renewal Period.

8. Limitation of Liability and Disclaimers

8.1 Client's use of the Hosting Services is at Client's sole risk. THE HOSTING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

8.2 Client understands that Latitude may use third-party vendors and hosting providers to provide the necessary hardware, software, networking, storage, and related technology required to run the Hosting Services.

8.3 **Internet and Hosting Disclaimer**—BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICE. BOTH PARTIES DISCLAIM ALL LIABILITY FOR ANY HARM OR DAMAGES, INCLUDING BUT NOT LIMITED TO SERVICE LEVEL INTERRUPTIONS OR LOSS OF DATA, CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.

8.4 **API Disclaimer**—THE SOFTWARE AND HOSTING SERVICES MAY ACCESS ONE OR MORE APPLICATION PROGRAMMING INTERFACES (“APIS”). THE APIS ARE ON AN “AS-IS” BASIS, WITHOUT WARRANTY OR SUPPORT OF ANY KIND, EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT’S USE OF THE APIS IS AT CLIENT’S OWN RISK, AND THAT THE APIS MAY BE REMOVED AT ANY TIME FROM THE HOSTING SERVICES WITHOUT NOTICE TO CLIENT.

- i. **Throttling.** Latitude reserves the right to limit the amount of allowed requests to the APIS (throttling).
- ii. **Blocking.** Latitude reserves the right to block the use of the API entirely for specific accounts or IP addresses if they are deemed by Latitude to be using the APIS in an illegal, abusive or otherwise excessive manner.

8.5 **General Disclaimer**— LATITUDE DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LATITUDE DOES NOT WARRANT THAT THE SOFTWARE, HOSTING SERVICES, OR DOCUMENTATION WILL MEET CLIENT’S NEEDS, OR THAT CLIENT’S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

8.6 **Disclaimer of Certain Types of Liability**—LATITUDE SHALL NOT BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR HOSTING SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR HOSTING SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT LATITUDE HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.7 General Limitation of Liability—LATITUDE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID TO LATITUDE BY CLIENT FOR THE HOSTING SERVICES PURSUANT TO THIS AGREEMENT.

9. Force Majeure

If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber-attack, or other violence; Internet service provider, third-party or hosting partner failure or delay; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, the affected Party shall be excused from such performance to the extent of such prevention, restriction, or interference.

10. Confidentiality

10.1 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.

10.2 Client agrees to the terms of Latitude's privacy policy, which is located at and is incorporated herein by reference (<http://www.latitudegeo.com/privacy-policy>).

11. General Provisions

11.1 **Successor and Assigns.** Client shall not copy, assign, sublicense, sublease, redistribute, or transfer Client's rights or the rights of a contractor or third-party or delegate its obligations under this Agreement without Latitude's prior written consent, and any attempt to do so without Latitude's prior and written consent shall be void. Latitude may 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 with the Client's consent. This Agreement shall be binding upon the respective successors and assigns of the Parties to this Agreement.

11.2 **No Waiver.** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving Party to enforce any of the provisions of the Agreement at a later time.

11.3 **Taxes.** Hosting Services provided are quoted exclusive of all state, local, value-added or other taxes, customs, or duties, or other charges (other than income taxes payable by LATITUDE). In the event such taxes and/or charges become applicable to LATITUDE's Services, applications, or data, Client shall pay any such applicable tax upon receipt of written notice that such taxes are due.

11.4 **Assignment and Delegation.** LATITUDE may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that LATITUDE shall remain responsible for the performance it delegates. Client, to the extent permitted by law, and LATITUDE each bind themselves, their partners, successors, executors, administrators and assigns to the other Party to the Agreement and to the partners, successors, administrators and assigns of such other Party in respect to all covenants to the Agreement.

11.5 **Severability.** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of New Mexico, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

11.6 **Notices.** Any notices will be effective if personally served upon the other Party or if couriered to the addresses set out in the Agreement. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date couriered, or immediately if personally served. For service by facsimile or email, service will

be effective at the beginning of the next working day. 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: customerservice@latitudegeo.com

City of Santa Fe

2651 Siringo Rd., Building F
Santa Fe, NM 87504
USA
E-mail: rjmartinez@ci.santa-fe.nm.us

11.7 **Headers.** Headers are for convenience only and are not to be used in the interpretation of this Agreement.

CITY OF SANTA FE(Licensee/City) 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 SUBCONTRACTORS

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.



City of Santa Fe
Essentials Cloud Hosting

September 17, 2015

To:
City of Santa Fe
PO Box 909
200 Lincoln Ave
Santa Fe, NM 87505-0909
United States

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

Contact:
Jed Harrison
Project Manager
Tel: (250) 381-8130
Fax: (250) 381-8132
Email: jharrison@latitudegeo.com

Document control sheet

Version history:

Version no.	Date	Changed by	Nature of amendment
1.0	May 27, 2015	Jed Harrison	Initial Revision

Approvals:

Name

Position

Signature

Date

Name

Position

Signature

Date

Privacy and Confidentiality

The contents of this document are confidential and proprietary. Disclosure, distribution or sharing of this information with persons or entities, for which it is not intended, in any form or for any other purpose than the evaluation of this proposal, is prohibited without the express, written consent of Latitude Geographics Group Ltd.

Trademarks

Geocortex and Latitude Geographics are registered trademarks of Latitude Geographics Group Ltd. in the United States and Canada. Other companies and products mentioned are trademarks or registered trademarks of their respective trademark owners.

Acceptance of Terms and Conditions

Latitude Geographics acknowledges that it has reviewed the process, terms, conditions, and reserved rights contained in this proposal and has voluntarily chosen to participate in this proposal subject to those procedures, terms, conditions, and reserved rights.

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1. Project Purpose

Background

The City of Santa Fe has identified a need to provide improved web-based map service delivery to the public and internal department users. The City would like to provide focused, intuitive map services that include the ability to link data from external applications, streamline data update process, and support multi-departmental reporting templates.

The immediate needs include providing GIS applications to address:

- Land Use Department business processes;
- Parks Trails and Open Spaces Mapping
- Updating Council Districts and Voter Districts
- Business licenses;
- Parking updates

Longer term goals include addressing the needs of police and crime analysis within the next 2 years.

The City's current web mapping infrastructure is based on Esri's ArcIMS technology. As this product will no longer be supported at Esri's next release, a need has been identified to migrate to the ArcGIS Server and ArcSDE technology.

Another aspect of the City's web mapping infrastructure that has been identified for improvement is staff access to data updates. The current environment has the application hosted in Latitude Geographics' secure facilities. Data updates are provided to Latitude by City staff. Latitude in turn updates the application with the revised data. It would be advantageous to provide City staff with the ability to update data directly, and through training and knowledge transfer, enable staff to build and manage additional applications as required.

Project Success

The successful project will see the city's GIS services and data migrated to a more intuitive viewer application based on the Geocortex Viewer for HTML5. For public users, it will provide a much more intuitive mapping application that is fully compatible with modern computing devices including tablets and smartphones. For Staff, it will provide the same benefits, plus the opportunity to update the map data directly, and with training, add other applications to suit specific business purposes.

2. Project Understanding

The following is a general understanding of functionality required – the exact scope of each development iteration will be determined through business analysis and team meetings.

Task 1 – Project Management

Estimate of Effort: Up to 16 hours

Schedule: Approximately 10 weeks

Resources: 1 project manager

A project manager will manage and report on the development, implementation, and delivery of the project. The manager will also capture change requests and manage the project budget and schedule.

Task 2 – Business Analysis and Application Design

Estimate of Effort: Up to 12 hours

Schedule: Approximately 3 weeks

Resources: 1 developer/analyst

A GIS/Business analyst will review the map service and data requirements of the application, and will make specific recommendations to set up the data and services in order to present the data most efficiently to the end user, as well as to set up the services to allow the GeoTIFF tool. The deliverables for this task may include documented map service or Essentials site configuration suggestions for South Windsor staff to implement.

Task 3 – Server Setup and Configuration

Estimate of Effort: Up to 16 hours

Schedule: Approximately 3 weeks

Resources: 1 IT technician, 1 developer

A Latitude developer will work with the Latitude IT team to set up the cloud hosting server including:

- Installation and configuration of ArcGIS Server 10.x
- Installation and configuration of Geocortex Essentials
- Installation and configuration of SDE and SQL Server

The deliverables for task 3 will include provisioning of administrator accounts for Santa Fe staff to administer the ArcGIS and Essentials services and applications.

Task 4 – Data Loading and GIS Services Setup

Estimate of Effort: Up to 60 hours

Schedule: Approximately 4 weeks

Resources: 1 GIS technician, 1 developer

A Latitude GIS analyst/developer will load the GIS data onto the cloud server and prepare the following:

- Map service development and cartography for the delivery of high quality web mapping on the key business layers

- Cached services for 4 imagery layers
- Setup of database views if identified during the analysis stage

The deliverables for task 4 will be a set of published GIS services that can be reviewed by Santa Fe staff and form the basis for the web mapping applications.

Task 5 – Map Viewer Development

Estimate of Effort: Up to 120 hours

Schedule: Approximately 8 weeks

Resources: 1 developer

A Latitude GIS developer will configure two Essentials sites and the associated viewer applications for public and internal staff use. The public application will include:

- Well formatted results display for key data layers including where applicable links to other applications and data
- Search tools to readily find parcels and addresses within the city
- Bookmarks for key locations and landmarks
- Print options with a number of layouts
- A parcel report showing key parcel details

The staff application will be secured with login credentials and in addition to all of the functions and features of the public application can offer:

- Additional data layers not available to the general public
- Additional database links as identified
- Enhanced reports for parcel information

Task 6 – Deployment and Documentation

Estimate of Effort: Up to 16 hours

Schedule: Approximately 1 week

Resources: 1 developer

A Latitude GIS developer will deploy the site and viewer and document the delivered configurations including all workflows and key dependencies. The documentation will not cover basic configurations such as layers and data links.

Task 7 – Contingency and Post-Delivery Changes

Estimate of Effort: Up to 32 hours

Schedule: TBD

Resources: 1 developer

Following delivery, a budget will be available for post-delivery changes or assistance requested by Santa Fe. This budget can be made available at any time during the project if a specific need is identified with approval from the city.

3. Cloud Hosting Environment

Server Instances:

Large Instance with Geocortex Essentials and ArcGIS Server (r3.large)

Large Instance with SQL Server Web (r3.large)

Pricing:

Yearly Recurring Fee: \$14,950.00

Also Includes:

250 GB of persistent data storage per server (500 GB total)

A total of 66 backups per server

One static IP address per server

Unlimited bandwidth for uploading data to the server

Up to 250 GB per month of download bandwidth

Instance Type – Technical Details:**Large with Extra Memory (r3.large)**

64-bit processor

2 virtual CPUs

15 GB Memory

Service Description

Latitude Geographics will provide a full-service managed hosting solution to ensure that the hosted Geocortex mapping application(s) and associated ArcGIS Server Map Services are functional and accessible.

In Scope

- Management and provisioning of all server infrastructure services procured through Amazon's AWS service.
- Setup, administration, and maintenance of operating system software including security updates and system patches.
- Security management including:
 - Firewall and network security configuration
 - User-level security and authentication
 - Application security.
- Database Administration (DBA) services for SQL Server

- Complete backup and disaster recovery solution management across all hosted applications, server instances, and data sets.
- Technical troubleshooting relating to Microsoft Windows Server, Microsoft IIS, Network Firewall(s), ArcGIS Server, or Microsoft SQL specific to the performance of the clients application
- Automated server monitoring. Latitude Geographics has an advanced server and network monitoring solution that will monitor and alert on system resource problems and system uptime. This system allows us to be immediately alerted when system health indicators drop below specified thresholds.

Out of Scope

- Operating system version upgrades
- Application software version upgrades
- Changes or customization
- Implementation of a fault tolerant or elastically scalable hosted solution
- Any professional services or consulting work related to changes, customizations or re-configurations of the hosted applications after the system has been deployed into production.
- Troubleshooting or repairs to the data or application(s) stemming from changes made by parties other than Latitude

4. Latitude Responsibilities

- Providing QA/QC on the developed modules, templates, forms, work sheets, etc.
- Resolving critical issues found with the application during testing and implementation, within an agreed upon timeframe
- Resolving high and medium priority issues found during testing and implementation
- Capturing low priority defects for future releases
- Providing Project status reports to the City of Santa Fe Project Manager on an agreed to basis
- Provide Agile Development Epics and Sprints to revise schedule and cost projection as the project progresses.
- Managing and escalating Project issues and risks as appropriate

5. City of Santa Fe Responsibilities

- Provide a primary point of contact for the entirety of each task;
- Communicate project needs and priorities to Latitude;

- Providing Subject Matter Experts to assist with tasks;
- Providing sample/development data and supporting map services;
- Manage the overall Project implementation, ensuring scope, budget and schedules are met;
- Manage and escalating Project issues and risks as appropriate;
- Providing the appropriate resources to perform User Acceptance Testing;
- Coordinating user training;
- Notifying Latitude of product defects, their priorities and issues for resolution.

6. Assumptions

- Client will be providing the appropriate software licenses for:
 - ESRI's ArcGIS Server application and
 - Geocortex Essentials

7. Schedule

To be determined through further discussion

8. Cost & Budget

Project Budget

A budget for the project is supplied below – while the software and training costs are fixed, the costs for development services are an estimate only. If required by City of Santa Fe, a budget cap can be determined and Latitude will agree not to bill over this amount, and will work closely with the City of Santa Fe team to prioritize features as development progresses to ensure that the project can be delivered within the allotted budget. The project manager will proactively inform City of Santa Fe of budget burn and work closely with the project team to ensure efficiency in achieving City of Santa Fe's goals.

For Agile development, it is recommended that features be scoped out and estimated per iteration (or sprint) – this approach allows for more fine grained management of the project and more flexibility in developing requirements and specifications as the project progresses.

The estimates below are based on our current understanding, and may need to be adjusted as the requirements and specifications evolve over the course of the project.

Year One Costs

Task	Estimate	Rate (\$)	Total
Development Services			
Task 1 - Project Management	16	115	\$ 1,840.00
Task 2 - Business Analysis and Application Design	12	145	\$ 1,740.00
Task 3 - GIS Server Setup	16	145	\$ 2,320.00
Task 4 - Data and Services Setup	60	145	\$ 8,700.00
Task 5 - Application Development	120	145	\$ 17,400.00
Task 6 - Deployment and Documentation	16	145	\$ 2,320.00
Task 7 - Post-Delivery Changes and Contingency	32	145	\$ 4,640.00
Subtotal Development Services			\$38,960.00
Support and Training			
Task	Units	Rate (\$)	Total
Prepaid Technical Support (Hourly)	16	115	\$ 1,840.00
Geocortex Online Training Bundle (1 student)	1	2000	\$ 2,000.00
Subtotal Support and Training			\$3,840.00
Cloud Hosting Services			
Task	Units	Rate (\$)	Total
Geocortex Cloud Hosting (per year)	1	14950	\$ 14,950.00
Software			
Geocortex Essentials License	1	18500	\$ 18,500.00
Total including First Year Hosting			\$76,250.00

Year Two Costs

Task	Estimate	Rate (\$)	Total
Support and Training			
Prepaid Technical Support (Hourly)	16	115	\$ 1,840.00
Subtotal Support and Training			\$1,840.00
Cloud Hosting Services			
Task	Units	Rate (\$)	Total
Geocortex Cloud Hosting (per year)	1	14950	\$ 14,950.00
Subtotal Cloud Hosting Services			\$14,950.00
Software Maintenance			
Task	Units	Rate (\$)	Total
Geocortex Essentials License	1	3700	\$ 3,700.00
Subtotal Software Maintenance			\$3,700.00
Total Year Two Costs*			\$20,490.00

*Year Three costs will be same as Year Two

**Does not include additional services that may be required/requested by City



Assessment Department
Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

City of Santa Fe, New Mexico
200 Lincoln Avenue
SANTA FE, NM 87505-0909
United States

September 19, 2015

Person/Business : LATITUDE GEOGRAPHICS GROUP LTD
643840 AQ(020)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **October 01, 2015**.

This firm has had continuous coverage with us since January 14, 2000.

Employer Service Centre
Assessment Department

Clearance Reference # : C128544134
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

Certificate of Insurance



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

Certificate No. LATI003-15-59

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	Sovereign General Insurance Company INT79847953	6-Sep-15 To 6-Sep-16	Bodily Injury and Property Damage \$5,000,000.00 Inclusive \$5,000,000.00 Aggregate with respect to Products/Completed Operations
Errors & Omissions Liability Claims made and reported	Sovereign General Insurance Company INT79847954	6-Sep-15 To 6-Sep-16	\$6,000,000.00 Each claim

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 21, 2015

Per: _____
Signature