



# Proposal for Professional GIS Services



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## Prepared for: City of Green

The following proposal is prepared for City of Green to provide professional services including a base deployment of ArcGIS Enterprise with training and support.

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## Cover Letter

Dave Woodrum  
City of Green  
1755 Town Park Boulevard  
Uniontown, Ohio 44685

10 / 17 / 2024

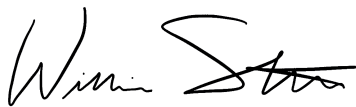
Re: Proposal for Professional GIS Services

Dear Dave,

Cloudpoint Geospatial is pleased to provide this proposal to the City of Green. As you know, Cloudpoint is a professional GIS services provider and Esri Business Partner with a strong focus on implementing GIS services and solutions for clients throughout the United States. All of these solutions are delivered through the well-known ArcGIS platform and specifically tailored to public works, utilities, county governments, public safety, and facilities. We offer a variety of GIS services within this realm including ArcGIS Enterprise services and implementation, GIS project management and technical support, training, scripting, and field inventories.

Our distinct advantage over other service providers is found in our niche focus on GIS and our strong background of public sector experience which includes a combined total of 30+ years as former local government employees. We have successfully delivered on projects throughout the Midwest and across the country over the past 13 years and continue to receive rave reviews from highly satisfied customers. Upon your review, you will find that Cloudpoint has unmatched dedication to meeting our Client's needs and exceeding their expectations. If you have questions on this proposal, please contact me at [bsteele@cloudpointgeo.com](mailto:bsteele@cloudpointgeo.com) or (877) 377-8124.

Sincerely,



Bill Steele  
Business Development Manager  
Cloudpoint Geospatial

## Project Overview

The City of Green (hereafter referred to as "the City") is located in Summit County in between Akron and Canton, with a population of around 27,000 residents. The City has made great strides over the years to utilize Geographic Information System (GIS) technology and in the past two years have increased staff, upgraded third party GIS-reliant software, and have plans for future growth.

The City is poised to take the next steps with the latest GIS solutions for local governments and by contracting with Cloudpoint, will be able to immediately see the benefits of easier collaboration, increased systemwide performance, and improved data accuracy.

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### Project Approach

The City can expect to experience clear and concise project communications from Cloudpoint regarding any of the services mentioned herein. Our standard approach to projects includes the following:

- Kickoff meeting with key personnel and stakeholders
- List of needs and expectations prior to performing work
- Ongoing meetings, phone calls, or emails to keep the City informed throughout the duration of the project
- Knowledge Transfer, training, and support
- Final close out report summarizing project results

## Scope of Services

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### ArcGIS Enterprise Base Deployment

An initial kickoff meeting will be held with the City's designated personnel to review project deliverables and expectations along with reviewing the following information:

- Current hardware and software
- Data editing environment
- GIS software licensing
- Personnel review (number of editors, access needs, permissions)
- Details of current workflows
- Project Schedule
- Data model and schema (if applicable)
- Installation and Configuration
- Final deliverables and Expectations

## Architecture Review and Design

Cloudpoint will complete a review of the existing ArcGIS Enterprise deployment expanding upon the information that the City has already provided. In addition, the review will include existing and proposed enterprise schematic diagrams. The Cloudpoint team will work closely with the City representative in this phase of the project to review the needs of various departments and users and summarize this in a report as well as preparing a complete proposed design of the new architecture to make sure it meets the needs of the City for many years to come. This review will be foundational in helping the City move forward with GIS planning and decision making in the future.

## Installation and Configuration of ArcGIS Enterprise

Cloudpoint will setup and configure an upgraded ArcGIS Enterprise deployment in the City's environment. The City will bring their own software licensing for any necessary GIS software or related database licensing. The City may choose their desired level of involvement regarding training and knowledge transfer during this process. Cloudpoint will provide the following as part of the implementation:

- Deployment and configuration of an ArcGIS Enterprise base deployment (included components below)
  - ArcGIS Server
  - Portal for ArcGIS
  - ArcGIS Data Store (relational and tile cache)
  - ArcGIS Web Adaptors (for portal and server)
  - License Manager (if applicable)
- Creation of license files
- Configuration of Portal authentication (one of the following):
  - Built-in Identity Store
  - Active Directory
  - SAML (requires a SAML-compliant identity provider)
- Creation of connection files and database registration with the ArcGIS Server
- Assistance with the publishing of up to 3 referenced feature services
- Final ArcGIS Enterprise report with architecture diagram

### Notes:

1. Software costs are not included. The client will be required to purchase the necessary software licensing directly from Esri prior to the project start date.
2. Cloudpoint consultants will require access to the target servers and a user with administrative privileges.
3. The client will provide My Esri access for downloading software and creating license files.
4. Servers targeted for installation of software should have applicable operating systems and be connected to the network prior to the project start date.
5. The client agrees to complete the pre-visit questionnaire and submit to the Cloudpoint technical consultant at least one week prior to the project start date.

### Not Included:

1. Migration of data layers or applications
2. System integration with 3rd party software

## ArcGIS Enterprise Training and Support

For ongoing training and support of the City's enterprise upgrades, the City will be provided with a block of twenty-four (24) hours for technical support and assistance to be used within twelve (12) months of project completion.

- Service availability: Monday–Friday 8AM–5PM CST
- Unused hours expire twelve (12) months from start date.
- In the event Cloudpoint is required to individually perform any data management tasks in ArcGIS Online and/or ArcGIS Enterprise, the Client is required to provide a named user account with administrative privileges to be used solely by Cloudpoint for the duration of the contract.
- Due to the technical nature of ArcGIS Online Implementation, ArcGIS Enterprise upgrades and installations, these specific tasks are excluded from Block of Hours support.

## Client Responsibilities

The City agrees to provide the following as part of this contract in order to meet the items specified in the scope of services:

- City shall maintain and keep current all Esri software subscriptions necessary to accomplish the tasks listed in the scope of services herein.
- City shall maintain the necessary hardware and devices to accomplish the tasks listed in the scope of services herein.
- Cloudpoint staff will require access to the target server and users with administrative privileges while on-site or via remote connection.
- City shall provide Cloudpoint necessary software or SaaS accounts for the sole use of Cloudpoint throughout the duration of the contract with appropriate privileges as necessary to accomplish the tasks listed in the scope of services herein.

## Pricing

The following table details the pricing for delivery of the services outlined in this proposal. The Client agrees to pay Cloudpoint for these services at the following rate(s) and schedule:

Service	Price
ArcGIS Enterprise Base Deployment with Block of 24 Hours	<b>\$16,400</b>

## Company Overview

Cloudpoint Geospatial (Cloudpoint) is a dynamic geospatial solutions provider specializing in Geographic Information Systems (GIS) for organizations such as local governments, utilities, campus facilities, and public safety. Our mission is to provide location-based tools and services that enable organizations to make informed, data-driven decisions. We improve the lives of the people we serve and create enthusiastic users of geospatial technology, all while maximizing enjoyment in the lives of our team members.

As a trusted Esri business partner, you will find that our unique approach is integrating a hands-on user experience and sensible solutions into an atmosphere that promotes knowledge transfer and sustainability for the end users.



Cloudpoint Geospatial made its humble beginnings in a one-room office shared with the local realtor in downtown Roanoke, IL. In 2011, founder Jon Hodel purchased a laptop, built a website, and began fulfilling an obvious need for high-quality, professional geospatial services to clients, at that time, throughout Illinois. Since then, the company has expanded in size and gradually upgraded from that one-room shared office space, to purchasing the local dentist office building, to a modernized 2,100 square foot office building, where it now calls home as well as its “world headquarters.” A big leap was taken in 2012 when the company became an Esri business partner and that relationship has blossomed as it has since earned Esri Specialty designations in System Readiness, Indoor GIS, and State and Local Government.

Now, after more than twelve years of business and working with clients spanning across North America, the Cloudpoint team is continuing its steady growth pattern throughout the U.S. We have a well-diversified background with staff formerly serving in local government and regional organizations, that is made up of Engineers, GIS professionals, and technicians who find great fulfillment in helping their customers embrace GIS technology to optimize workflows and increase efficiency for their end users. The team takes great pride in offering specialized GIS services consisting of high-quality, hands-on customer support and has a strong reputation of success to build upon in the future.

## Company Qualifications

For over a decade, Cloudpoint Geospatial has been a leading provider of comprehensive geospatial solutions. Our team of highly experienced, educated, and certified professionals are known for providing data driven solutions for organizations such as local governments, utilities, campus facilities, and public safety agencies. With over 130 years of combined industry experience, our team boasts many professional certifications including:

- Professional Engineer
- Certified Geographic Information Systems Professional (GISP)
- ArcGIS Desktop Associate
- ArcGIS API for Python Specialty
- Amazon Web Services Partner Accreditations
- AWS Certified Cloud Practitioner
- FAA Part 107 Remote UAS Pilot

Through our experts we offer diverse services including data collection, maintenance, analysis, mapping, scripting, workflow automation and training services. In fact, Cloudpoint has successfully delivered over 300 of these projects with a combined value exceeding \$7M over the last five years! As a preferred Esri Silver Business Partner, we leverage cutting edge geospatial technology to create first-class solutions. We have proudly obtained several Esri Specialty Designations in System Readiness, State and Local Government, and Indoor GIS.

Cloudpoint leverages internal, industry specific teams to ensure that staff stays up to date on the ever changing landscapes of each industry we serve. The Local Government team actively participates in numerous states' GIS and Public Works associations and presents at their conferences and regional meetings. Additionally, we prioritize continuous learning for our technical staff. By staying current on the latest technologies from Esri, we translate that knowledge into service excellence for all of our clients.

Cloudpoint understands the unique needs of local governments and has invested in creating and refining internal processes to provide comprehensive GIS services and solutions to streamline workflows and empower data driven decision making. Backed by years of experience in the field, we are masters of data collection using various GPS devices and UAV (drone) technology. Our services extend from ground up data collection to full GIS program management including digitizing and automating workflows, deploying new GIS software, and creating accessible web-based maps and applications for both internal and public use. Cloudpoint is your trusted partner in navigating the world of GIS!



State and Local  
Government  
Specialty



ArcGIS System Ready  
Specialty



Indoor GIS  
Specialty



# Project Team



## Erin Strickler, P.E., GISP

Vice President of Operations

### Professional Summary

Ms. Strickler is a well-rounded professional with a civil engineering and GIS background. With over 20 years of industry experience, she brings technical expertise and strategic vision to her role as Vice President of Operations at Cloudpoint. Her leadership extends to the Local Government and Public Safety teams, tailoring projects to the specific needs of our clients. Her portfolio includes NG9-1-1 data cleanup, cemetery mapping, and data collection projects. She is passionate about combining her engineering experience with the power of GIS to help our clients make location-based, data-driven decisions.

### Project Experience

#### City of Peoria, IL- Asset Management Consultation & Managed GIS Services

Project Manager; Assisting the City in preparing staff and data for an upgraded Asset Management System (AMS) and assist the City in acquiring the AMS, from RFI to RFP to implementation. Cloudpoint is reviewing and assessing the Client's existing data and workflows and training staff. AMS consultation is being completed along side managed GIS services.

#### City of Piqua, OH- Utility Network Migration and Data Cleanup

Project Manager; Cloudpoint is assisting the city in modernizing its existing GIS utility data management by migrating to Esri's Utility Network. Cloudpoint's approach to Utility Network implementation, data cleanup, and utility digitizing has staff currently working through three phases to support data clean up and migration for sanitary sewer, storm water, and water distribution systems. After the assessment and technical review of existing data and workflows, data cleanup on both attributes and geometry, the data migration and Utility Network implementation will be finalized and a thorough testing, review, training, and documentation will be completed.

#### Winnebago County, IL GIS (WINGIS) - ArcGIS Enterprise Upgrade/Support

Client Support

#### City of Santa Monica, CA - Ongoing GIS Support

Project Manager

#### City of Greenfield, WI - ArcGIS Online / ArcGIS Pro Kickstart

Client Support

#### City of Columbia, TN - Ongoing GIS Support

Client Support

**Years of Experience: 20**

### Education

Bradley University, Peoria, IL. BS.

Civil Engineering

### Licenses and Certifications

- Licensed Professional Engineer



- Certified GIS Professional



- Amazon AWS Partner Accreditation (Sales)





## Virginia VanderVeen, GISP

Senior Solutions Engineer

### Professional Summary

Ms. VanderVeen has a strong background in public works. The majority of her career has been with the City of Battle Creek, MI as a GIS Technician, then GIS Analyst as her knowledge in scripting, programming and development has grown. She is proficient in ArcGIS Enterprise deployments, management, and GeoEvent set up and configuration; utilizing Arcade, Python, and JavaScript for custom GIS applications and automated workflows; integrating disparate systems (Cityworks, Scada, Logos, Time Entry, etc.); performing queries, creating custom jobs, and monitoring database health using SQL Management Studio; and employing JavaScript, XML, HTML, and CSS.

### Project Experience

#### City of Broken Arrow, OK – Managed GIS Services and ArcGIS Enterprise Support

Project Manager; Assisted the City in creating a robust workflow for manhole asset inspections using web maps configured for use with Field Maps, Survey123 forms and dashboards. Migrated the City's existing 10.9.1 ArcGIS Enterprise deployment from a single-machine environment to a multi-machine environment and then upgrade to the latest version of ArcGIS Enterprise 11.1.

#### City of Piqua, OH – Utility Network Migration and Data Cleanup

Technical Support; Cloudpoint is assisting the client with a large part of the city's Utility Network migration project: a dedicated ArcGIS Enterprise deployment to host the Utility Network. Existing utility data is being migrated from an ArcGIS Server Workgroup Standard server machine into a new ArcGIS GIS Server Advanced machine with Enterprise capabilities. Cloudpoint is also assisting with the necessary data cleanup and migration from Esri's geometric network for use in ArcMap to Esri's Utility Network and schema for use in ArcGIS Pro.

#### City of Dover, OH – ArcGIS Enterprise AWS Cloud Managed Services

Project Manager

#### City of Jasper, IN – Cloud Managed GIS Services

Project Manager

#### City of Rock Island, IL – ArcGIS Enterprise Upgrade and Managed Services

Project Manager

#### Iowa State University – Utility Network and ArcGIS Pro Support and Training

Project Manager

#### Story County, IA – GIS/ArcGIS Enterprise Audit

Project Manager

#### Sangamon County, IL – ArcGIS Enterprise Upgrade to 11 Servers

Project Manager

### Years of Experience: 10

### Education

Michigan State University, Lansing, MI. BS Urban & Regional Planning

### Licenses and Certifications

- Certified GIS Professional



- ArcGIS Certified Enterprise Administration Professional



- AWS Certified Cloud Practitioner



- Amazon AWS Partner Accreditation (Technical)



- Amazon AWS Partner Accreditation (Sales)





## Years of Experience: 5

### Education

University of Southern California,  
Los Angeles. BA Political Science,  
GIS

### Licenses and Certifications

- Esri Certified ArcGIS Online Administration Associate



## Jacob Preal

### Enterprise GIS Specialist

### Professional Summary

Mr. Preal is an Enterprise GIS Specialist with experience in the ArcGIS Enterprise and ArcGIS Online architectures, as well as in web mapping application development. He is responsible for providing technical support for ArcGIS Enterprise deployments, specifically with the planning and configuration of ArcGIS Enterprise kickstarts and upgrades. He also has experience with ArcGIS Arcade scripting and various geoprocessing and publishing tasks to configure geospatial data for use in web GIS applications. Mr. Preal enjoys learning and leveraging new technologies to help agencies provide public services and share geospatial information.

### Project Experience

#### **Clemson University – ArcGIS Online to ArcGIS Enterprise Data Migration and Ongoing GIS Support**

Project Manager

#### **City of Bloomington, IL – Managed ArcGIS Enterprise Services**

Technical Support

#### **Town of Normal, IL – Managed GIS Services**

Technical Support

#### **City of Onalaska, WI – Ongoing GIS Support**

Technical Support

#### **City of Dover, OH – ArcGIS Enterprise AWS Cloud Managed Services**

Technical Support

#### **City of Greenfield, WI – ArcGIS Online/ArcGIS Pro Kickstart**

Technical Support

#### **City of West Plains, MO – ArcGIS Pro Training and Workflow Publishing**

Technical Support

#### **City of Broken Arrow, OK – Managed GIS Services**

Technical Support

#### **City of Columbia, TN – Ongoing GIS Support**

Technical Support

#### **Village of Burr Ridge, IL – Managed GIS Services**

Technical Support

#### **Greater Peoria Sanitary District – GIS Strategic Planning Assessment**

Technical Support

#### **City of Peoria, IL – Managed GIS Services**

Technical Support

#### **Muncie, IN Sanitary District – Enterprise GIS Audit and Managed Services**

Enterprise Support

## Project References

### ArcGIS Enterprise Deployments and Upgrades

Cloudpoint Geospatial's ArcGIS Enterprise experts have assisted clients across the country with ArcGIS Enterprise kickstarts, deployments, and upgrades. While not an exhaustive list, our experienced team has had the privilege of working with the following clients:



#### **Johnston, IA**

David Croll - GIS Coordinator  
515.727.7780  
dcroll@cityofjohnston.com



#### **Normal, IL**

Cassidy Killian - GIS Coordinator  
309.454.9605  
ckillian@normal.org



#### **Sangamon County, IL**

Tracy Garrison - GIS Manager  
217.535.3137  
tracy.garrison@sangamonil.gov



#### **Fond du Lac County, WI**

Terry Dietzel - Land Information Officer  
920.929.3137  
terry.dietzel@fdlco.wi.gov



#### **Tippecanoe County, IN**

Kent Kroft - CIO  
765.423.9357  
kkroft@tippecanoe.in.gov



#### **Broken Arrow, OK**

Heather Leader - GIS Division Manager  
918.259.2400  
hleader@brokenarrowok.gov

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## City of Piqua, Ohio

**Location:** Piqua, OH

**Type:** Utility Network Migration & Data Cleanup

**Date:** 2023 - Present

**Contact:** Kelley Allen - GIS Project Manager

937.778.2814

kallen@piquaoh.gov

**Description:** The City of Piqua, with a population of around 20,000 people, was looking to modernize its existing GIS utility data management by migrating to Esri's Utility Network. Piqua contracted with Cloudpoint to implement their proven approach to Utility Network implementation, data cleanup, and utility digitizing. Cloudpoint worked through three phases to support data clean up and migration for sanitary sewer, storm water, and water distribution systems.

Phase one included an assessment and technical review of existing data and workflows. During this phase, Cloudpoint developed requirements for Piqua regarding system architecture to support the Utility Network, ArcGIS Portal, ArcGIS Server, ArcGIS Pro and enterprise geodatabases. Specific data requirements were also identified including defining attribute rules, domain additions or modifications, utility network rules, and subnetworks needed.

The focus of phase two was data cleanup on both attributes and geometry, ensuring accurate and well-structured data for seamless integration. Cloudpoint added missing fields needed to support the Utility Network and used authoritative data, like as-built drawings, to update attribute values and check for accuracy. Feature geometry was updated to ensure basic geometric integrity. Preliminary topology was checked in preparation for migration into the Utility Network schema.

The final phase was data migration. Cloudpoint utilized Esri's Data Loading Tools to transform and load all data into Utility Network schemas. Network and Attribute rules were applied and all errors were resolved. In addition to delivering a final geodatabase, Cloudpoint also provided updated business process documentation and recommendations for future optimization.

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## City of Dover, Ohio

**Location:** Dover, OH

**Type:** Cloud Managed GIS Services

**Date:** 2024 - Present

**Contact:** Kyle Mizer - Technology Administrator

330.936.8835

matt.arnett@doverohio.com

**Description:** The City of Dover, Ohio sought to transition from their custom GIS applications to a more robust and scalable GIS platform. To achieve this goal, Cloudpoint Geospatial conducted a comprehensive assessment of the city's existing GIS infrastructure. Based on our findings, we recommended the implementation of ArcGIS Enterprise within a new AWS environment.

Cloudpoint spearheaded the migration from custom applications to the Esri platform, ensuring a seamless transition that aligned with the city's long-term objectives. This involved the installation and configuration of ArcGIS Enterprise on AWS, which provided enhanced security, scalability, and optimized performance for the city's GIS operations.

The city benefits from our comprehensive managed services, including ongoing support, system maintenance, data management, and user training. This ensures all aspects of their GIS needs are consistently met. The migration to ArcGIS Enterprise has significantly improved Dover's GIS capabilities, enabling better data management and more efficient workflows. By moving to a cloud-based solution, the city now enjoys increased reliability and the flexibility to scale their GIS operations as needed.

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## City of Sheboygan, Wisconsin

**Location:** Sheboygan, WI

**Type:** Enterprise GIS Audit and Upgrade

**Date:** 2023

**Contact:** Emma Jones-Wheeler - GIS Coordinator

920.459.3397

emma.jones-wheeler@sheboyganwi.gov

**Description:** Cloudpoint Geospatial engaged with the City of Sheboygan to conduct an Enterprise GIS audit and provide recommendations for upgrading ArcGIS Enterprise from version 10.8.1. The goal was to ensure the City's GIS is optimized for performance and positioned for future enhancements.

Cloudpoint Geospatial began with an in-depth health check of the existing system. This process involved conducting several meetings with their GIS Coordinator to review the current system configuration, identify immediate issues and resolve them, and provide training. A Geospatial Analysis Progress Score (GAPS) analysis was performed to pinpoint areas needing improvement, and comprehensive documentation was created outlining the existing system's state and proposed upgrades. Additionally, a detailed upgrade plan was proposed.

The GIS department now has a solid understanding of the existing GIS system and a clear roadmap for the upgrade, and the City has chose to additionally contract with Cloudpoint for the subsequent upgrade.

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## City of Jasper, Indiana

**Location:** Jasper, IN

**Type:** ArcGIS Enterprise Cloud Managed Services

**Date:** 2021 - Present

**Contact:** Jeff Warren – GIS Coordinator

812.482.4255

[gistech@jasperindiana.gov](mailto:gistech@jasperindiana.gov)

**Description:** The City of Jasper, Indiana sought to enhance its GIS capabilities by transitioning from ArcGIS Online to a more scalable and robust solution. The City's objective was to improve data management, security, and overall performance of its GIS workflows. To achieve this, the City engaged Cloudpoint Geospatial for their expertise in GIS solutions.

Cloudpoint began by conducting a thorough needs assessment of Jasper's existing GIS architecture. This assessment included evaluating the current system's capabilities, identifying areas for improvement, and understanding the City's long-term goals. Based on this evaluation, Cloudpoint recommended migrating to ArcGIS Enterprise in the cloud, a solution that offers enhanced scalability, security, and performance.

The migration process involved transferring GIS data from ArcGIS Online hosted feature layers to SQL Server enterprise geodatabases. This transition was meticulously planned and executed to minimize downtime and ensure data integrity. Cloudpoint also provided comprehensive training sessions for City staff, covering the essentials of publishing and consuming services within the new ArcGIS Enterprise environment. This training ensured that the City's personnel were well-equipped to manage and utilize the new system effectively.

In addition to the migration, Cloudpoint converted the City's sanitary sewer utility data from the Geometric Network to the Utility Network. This conversion modernized the utility data management, allowing for more efficient and accurate network modeling and analysis.

Leveraging ArcGIS Enterprise in the cloud has significantly increased the security, scalability, and optimized performance of Jasper's GIS. The new system provides a more reliable and efficient platform for managing spatial data, supporting the City's operational needs, and enabling better decision-making. Cloudpoint's expertise and comprehensive support have been instrumental in this successful transition, ensuring that the City of Jasper's GIS infrastructure is well-positioned for future growth and development.



## Terms

### CLOUDPOINT GEOSPATIAL, INC. – TERMS AND CONDITIONS

The Proposal provided with these terms & conditions is valid for ninety (90) days from the date of submittal, after which Cloudpoint Geospatial, Inc. reserves the right to change or amend the Proposal. Acceptance of the Proposal is subject to agreement to these terms & conditions (the "Agreement"). In this Agreement, "Consultant" refers to Cloudpoint Geospatial, Inc., an Illinois corporation, and "Client" refers to the party set forth in the Proposal.

**1. Performance of Services:** The Consultant shall perform the services outlined in this proposal (the "Services") in accordance with this Agreement. The relationship between the Client and the Consultant is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.

**2. Additional Services:** Consultant shall be compensated for technical support for any issues arising from connectivity to the Client's network should remote connectivity be required for the Services.

**3. Technical Support:** Free technical support in relation to service/product provided in this contract will be provided for a period of thirty (30) days following final project delivery. Further support may be provided under a separate contract agreed upon between the parties.

**4. User Acceptance:** The Client will be provided a period of three (3) weeks to test and review each configured or customized application prior to final delivery. Once the Client performs their user acceptance testing, Client may enter feedback into the documentation provided. Consultant will then provide one round of upgrades to the application prior to making final delivery. The Consultant shall be compensated for any additional upgrades or repairs to the application(s) following the user acceptance period.

**5. Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

**6. Term and Termination:**

a. The "Term" of this Agreement extends through the term set forth in the Proposal. If the project completion date is delayed more than 30 days as a result of the Consultant's schedule or Client's schedule, a reasonable adjustment in the Term will be made. This Agreement may be terminated by either party should the other party fail to perform any of its obligation hereunder; the terminating party must provide not less than thirty (30) days' notice of a breach of this Agreement to the other party prior to terminating this Agreement, and if such breach is curable and is not cured without such thirty (30) day period, the terminating party may provide notice of immediate termination of this Agreement.

b. Upon termination by Consultant due to a breach by Client, any payments which would have been due from Client if this Agreement had not been terminated shall accelerate and be paid immediately by Client. Upon termination of this Agreement for any other reason, including mutual consent to terminate, Client shall make any payments which accrued and became due during the Term, including any pro rata payments for partial Services performed during the Term. Consultant will release any partially performed Services to Client upon payment by Client as specified in this paragraph.

**7. Payment:**

Client agrees to pay the Consultant for all Services performed and all costs incurred by Consultant in performance of the same.

a. **Managed Services:** Invoices for the Consultant's services will be submitted on a monthly basis throughout the length of the contract. Client agrees to pay the Consultant within thirty (30) days of receiving an invoice unless otherwise agreed to in writing.

b. **Block of Hours:** Client will be invoiced for the entire contract amount upon receipt of executed contract. Consultant makes no guarantee of work to be completed in the amount of hours purchased.

c. **Lump Sum:** Client will be invoiced for 20% of the contract amount after execution of the contract with the remainder to be invoiced according to the payment schedule included herein. If a payment schedule is not included, the remaining project balance will be invoiced in months 2 and 3, for a total of 100% invoiced 90 days from the contract execution date.

d. Without limiting Consultant's other rights at law and as set forth herein, Consultant reserves the right to pause its provision of Services if Client has not paid any amount due hereunder by the due date, and if Client is required to make any payment upfront, Consultant is not required to begin services until such payment is made.

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

**8. Data Accuracy:** Any data deliverables are considered mapping grade quality and should not be used for engineering design or construction work without being verified by a licensed professional surveyor.

**9. Hardware in Excess of Five Years Old:** Consultant will not provide support services for hardware of Client that is more than five (5) years old.

**10. Hiring Practices:** During the term of this Agreement and for one year thereafter, neither party shall (directly or indirectly, on their own behalf or on behalf of a third party) hire or engage any employee or independent contractor of the other party, for work on this Agreement, or any other agreement or work of the hiring party, without the prior written consent of the other party, nor encourage any employee or contractor to leave the employ of the other party. This section is not intended to restrict the rights of employees of either party to seek and obtain employment or engagement by the other party on their own initiative or in response to publicly posted employment advertisements or job fairs, provided no solicitation occurs on the part of the hiring party, directly or indirectly. Consultant is an equal opportunity employer and values diversity. Consultant does not discriminate based on race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status.



**11. Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and should only be used for the purposes intended as may be described in the Proposal, in this Agreement, or by Consultant in the course of providing the Services. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

**12. Confidential Information:**

a. During the course of this Agreement, one party may be entrusted with various information (in each case, the "Recipient") that the other party intends to remain confidential (in each case, the "Discloser"), including but not limited to, processes, marketing plans, financial information, general business plans, and any other materials which the Recipient knows or should reasonably know the Discloser intends to remain confidential, which may concern and/or belong to Discloser, the Discloser's actual or prospective partners, vendors, and suppliers, or Discloser's customers or clients, and which may be in electronic, physical, written, oral or any other form (collectively, the "Confidential Information").

b. For clarity, the terms of this Agreement shall be considered Confidential Information of Consultant. If this document becomes subject to a FOIA request the Client must request a redacted version of the document from the Consultant. Consultant will provide a redacted version within two business days of the request.

c. The term "Confidential Information" does not include any information which at the time of disclosure is in the public domain, is already known by Recipient at the time of disclosure as demonstrated by Recipient's records, is rightfully obtained by Recipient on a non-confidential basis from a third party, or which was independently developed by Recipient without reference to the Confidential Information of Discloser.

d. The Recipient shall not use for its own benefit, and shall not disclose, or authorize any third party to use or disclose, any Confidential Information of the Discloser, except as may be necessary to fulfill its obligations under this Agreement. Notwithstanding the foregoing, a Recipient may disclose Confidential Information to the limited extent required in order to comply with applicable law, or the order of a court or other governmental body, provided that it first provides given written notice to the Discloser and makes a reasonable effort to obtain a protective order where applicable.

e. If the parties previously entered into a non-disclosure agreement (an "NDA") addressing treatment of confidential information of the parties which remains in effect, such NDA shall survive except to the extent that it directly conflicts with this Agreement, in which case this Agreement will control.

**13. Intellectual Property:**

a. As between Consultant and Client, Consultant holds all right, title, and interest to any and all inventions, ideas, patentable material, software code, designs, devices, methods, technology, trade secrets, concepts, methodologies, goodwill, trademarks, service marks, trade names, and general intangibles incorporated within the Services or otherwise provided by Consultant to Client (collectively, the "Consultant IP"). This Agreement does not grant upon Client any rights to use such Consultant IP in any manner except in connection with use of the Services.

b. The Consultant will own the intellectual property rights to any solutions or other developments developed or conceived of as part of the Services and hereby reserves the right to redistribute or resell said property to any interested party upon removing Client's identifying information. This is not a work made for hire agreement. If Client sends or transmits any communications or materials to Consultant suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Provider is free to use such feedback, and Client hereby assigns the same to Consultant.

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

**15. Disclaimer of Warranties:** CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES, OR ANY RESULTS RECEIVED THROUGH OR THAT MAY BE ACHIEVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURSUE, TITLE, NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions. Nothing contained in the Proposal, in any of Consultant's marketing materials, or any oral statements made by Consultant or its representatives, will alter the limitations and disclaimers set forth in this paragraph.

**16. Limitation of Liability:** IN RECOGNITION OF THE RELATIVE RISKS, REWARDS, AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THE CONSULTANT'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES (INCLUDING BUT NOT LIMITED TO, THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY) SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE FEES PAID TO CONSULTANT BY CLIENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. ADDITIONALLY, IN NO EVENT WILL CONSULTANT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR THIS AGREEMENT.

**17. Indemnification:** Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other party (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of (i) a breach of this Agreement; (ii) a grossly negligent or more culpable act or omission by Indemnitor; or (iii) improper or intended use of the Services or the results thereof by Client as Indemnitor.

**18. Third-Party Services & Information:** This proposal does not include any software licensing or maintenance fees for software. Client is responsible for providing the necessary software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence. To the extent that any third party services, including any software and any hosting services, are incorporated within the Services, are provided to Client as part of the Services, or are recommended by Consultant, Client acknowledges and agrees that (a) the same may be subject to third party terms and conditions and Client is responsible for reviewing the same; and (b) Consultant is not and shall not be liable for any errors in the Third Party Services, nor any liabilities or damages arising from Client's use of or access to any Third Party Services. Further, the Consultant will not be liable for the accuracy, completeness, or costs associated with data acquired from other sources or retrieved from Client servers when requested by the Client.

**19. Amendments:** No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party. In the event of any conflict between the Proposal and this Agreement, or between this Agreement and any other information or statements provided by Consultant, including invoices, this Agreement shall control.

**20. Force Majeure:** Consultant shall not be responsible for damages arising directly or indirectly from any delays or causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client, the Client's representatives, or the Client's consultants to act in a timely manner. Consultant shall be compensated accordingly for additional costs incurred because of such delays.

**21. Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**22. Governing Law & Jurisdiction:** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Ohio, USA, without regard to its choice of law provisions. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Summit County, Ohio, or the federal district courts for the Northern District of Ohio. The prevailing party in any such action will be entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party in addition to any other remedy.

**23. Survival & Severability:** Sections 6, 7, 10 through 24, and any other provision which by its language or intent should survive, will survive termination of this Agreement. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

**24. Assignment:** No assignment by Client of this agreement, or of any rights or obligations hereunder, will be valid without the prior written consent of the Consultant. Notwithstanding the foregoing, this agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

**25. Counterparts:** This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.


# Signatures

In witness thereof, City of Green and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein  
on date: \_\_\_\_\_

## City of Green

Signature	_____
Name	_____
Title	_____
Address	_____
City, State, Zip	_____

## Cloudpoint Geospatial

Signature	
Name	Erin Strickler
Title	Vice President
Address	928 W. Mt. Vernon St.
City, State, Zip	Metamora, IL 61548