CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**		
MEETING DATE	10/08/2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-88	
AGENDA TITLE	**GIS SITE UPGRADE**	
REQUESTING DEPARTMENT	Information Technology	
PRESENTER	Chris Felix, IT Manager	
FISCAL INFORMATION	Cost as recommended:	$4800 / year
	Budget Line Item:	800-5-020-444 900-5-026-444 900-5-027-444 770-5-000-444
	Balance Available	
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	To upgrade our current GIS website to a universal platform.	
BACKGROUND	The City currently pays Midland GIS $1,000 per year for the maintenance of our GIS Integrity website. This covers simple updates and problems that may come up.	

SPECIAL NOTES	The GIS site, as it stands today, can only be accessed by devices that support the Microsoft Silverlight plugin. Midland GIS is moving away from supporting the older style of their GIS site and moving towards a whole new design.
ANALYSIS	The cost of the upgrade to the new platform is $4,800 per year with the first 6 months free. This is will also move the hosting of the GIS site to Midland's server.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending that we move to a newer platform for the GIS website. This will give us greater flexibility when trying to access GIS from our Android phones and iPads.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-13-88

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO MIDLAND GIS SOLUTIONS TO HOST THE CITY OF COFFEYVILLE GIS SYSTEM.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a service agreement to host the City's GIS System in the annual amount of $4,800 with the first six months of service to be free.

ADOPTED THIS 8th DAY OF OCTOBER 2013.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

MIDLAND GIS Solutions

October 4, 2013

CITY OF COFFEYVILLE, KS

Proposal For
Integrity Desktop GIS Website &
HTML5 Mobile GIS Website

Integrity™

powered by Geocortex®

Submitted by: Midland GIS Solutions

esri Partner Network Silver

WWW.MIDLANDGIS.COM

Chris Felix
102 W. Seventh St.
P.O. Box 1629
Coffeyville, KS 67337

Dear Chris,

Midland GIS Solutions respectfully submits the following service agreement to the City of Coffeyville, KS to implement an Integrity GIS website and HTML5 mobile GIS website. Midland's Integrity GIS solutions will support the City's effort to develop a comprehensive web-based GIS mapping program to securely manage and maintain your GIS data well into the future.

Midland's Integrity web-based GIS platform will integrate the City's available aerial photography, existing GIS data layers, and external databases to make this information easily accessible in a central location through the web-based mapping platform.

Midland GIS Solutions takes pride in maintaining a high standard of quality with regard to all of our projects and we guarantee that same high standard will be applied to your project. We fully understand that our success in this project is dependent upon your satisfaction and we will make every effort to ensure that common goal is achieved.

Thank you for giving us the opportunity to provide you with the following service agreement for Integrity web-based and mobile GIS services. Our team of professionals has the experience and enthusiasm necessary to make this project successful and stands ready to form a partnership with the City of Coffeyville in that success.

Respectfully Submitted,

Midland GIS Solutions

Kirk Larson
Vice President

COMPANY PROFILE

Midland GIS Solutions is an industry-leader in providing exceptional GIS and GPS mapping services to municipalities, utility companies, counties and private organizations. Our firm offers a wide-range of comprehensive geospatial services, such as GPS data collection and inspections, GIS data development and conversion services, consulting, training and technical support.

Midland GIS has developed Integrity™, an intuitive web-based GIS solution to provide our valued clients with the necessary tools to increase efficiency in asset management and maintenance, workflow and overall productivity. We offer our clients a distinct commitment to high-quality, professional standards, and a forward-thinking perspective we believe is unique in this industry.

Corporate Office Address: Midland GIS Solutions, LLC
501 N. Market Street
Maryville, Missouri 64468
Phone: 660.562.0050
Facsimile: 660.582.7173

Corporate Office
Maryville, Missouri

Contact for Proposal: Kirk Larson
Office: 660.562.0050
Cell: 660.254.1340
Email: klarson@midlandgis.com

Ownership: Midland GIS Solutions is a Missouri-based Corporation owned by Troy Hayes PLS, Matt Sorensen, Kirk Larson and Tylor Hardy

Office Locations: Maryville, MO and Kansas City, MO

Since the company was founded in 2000, Midland GIS Solutions has grown to become the most qualified and diverse GIS development company in the Midwest and has developed more successful GIS programs in Kansas, Missouri and Iowa than any other firm. In addition to the longevity of our firm, Midland GIS Solutions maintains a professional staff of project managers, web administrators, programmers, GIS technicians, GIS analysts and specialists, and dedicated GPS field staff.

Since 2005, Midland GIS Solutions has been a licensed reseller of Esri software and is an Esri Silver Business Partner. Midland GIS Solutions' personnel have extensive experience with Esri's ArcGIS software, utilize state-of-the-art software and GPS collection equipment, and routinely take advantage of the latest

training opportunities, all significant steps towards efficiency in GIS data and web-based application development.

TECHNICAL WORK PLAN

WEB PAGE DOMAIN NAME REGISTRATION

Midland GIS Solutions will register an SSL domain name for the GIS website through GoDaddy.com. [SSL stands for Secure Sockets Layer and is the industry standard in security technology for establishing an encoded link between a web server and a browser to ensure that all data that passes between the server and browser remains private and protected.]

The suggested web domain will be: https://gis.coffeyville.com

Midland GIS Solutions will route the DNS (Domain Name Service) numbers to our dedicated web servers. Midland GIS Solutions will test the domain name once transferred to our web server for quality control purposes.

GIS WEBSITE DESIGN AND DEVELOPMENT

Midland GIS Solutions will setup a customized Integrity desktop GIS website and HTML 5 Mobile GIS website for the City of Coffeyville, KS. The HTML 5 mobile GIS website will allow the City to access the website via tablet and handheld devices. (e.g. iOS Apple, Android, & Windows mobile devices). Midland GIS Solutions will utilize the existing GIS data and aerial photography provided by the City of Coffeyville for the GIS website(s).

GIS WEBSITE HOSTING

Midland GIS Solutions will host the GIS website and GIS data on a Dell PowerEdge R710 web server. Midland GIS Solutions will consume the existing City of Coffeyville ArcServer web services.

Midland GIS Solutions maintains a secured, climate controlled server room with a dedicated twenty (20) Mb upload and twenty (20) Mb download speed fiber Ethernet connection. The server room is connected to a gas-powered generator to keep the web servers up and running

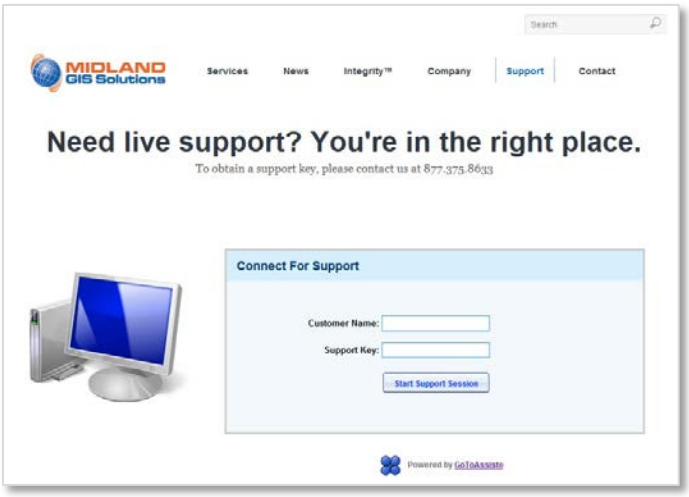
in case of a power outage. In addition, Midland GIS Solutions provides a failover backup service for the GIS website, in the result of a catastrophic event to our web servers.

TRAINING & SUPPORT

Midland GIS Solutions provides comprehensive training and support for every level of service provided, including onsite and remote training for Midland's Integrity™ GIS solutions. Training and technical support provided for the GIS website(s) will include two (2) hours of remote training to City staff as part of this project.

ADDITIONAL TRAINING & SUPPORT

Midland GIS Solutions will be available to provide additional training and support as needed after project completion. Additional remote or onsite training can be arranged for $85.00/hour.



The City of Coffeyville, KS reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In the event that additional work or changes are requested by the City, a supplement to this agreement shall be executed and submitted for the approval of the Client prior to performing the additional or changed work or incurring any additional costs therefore.

Any change in compensation shall be covered in the supplement agreement. Midland GIS Solutions shall not be compensated for work the Client does not require that is performed without the prior written approval of the Client.

INTEGRITY™ CORE COMPONENTS & FUNCTIONALITY

Production quality reports, non-spatial data, enhanced security, and search features can be easily incorporated into your applications. You can print large-format, high-resolution maps with data and mark-up using pre-defined print templates. Tailor custom reports to meet the evolving needs of your stakeholders. Plus, you can easily visualize and search data from third-party systems not traditionally accessible to spatial applications.

DATA LINKING

Link to external non-spatial databases, files, or web services and embed this data in reports, searches, and forms. Data Linking also provides the ability to retrieve data from external data sources and link it to attributes of spatial data, extending the reach and capability of your applications.

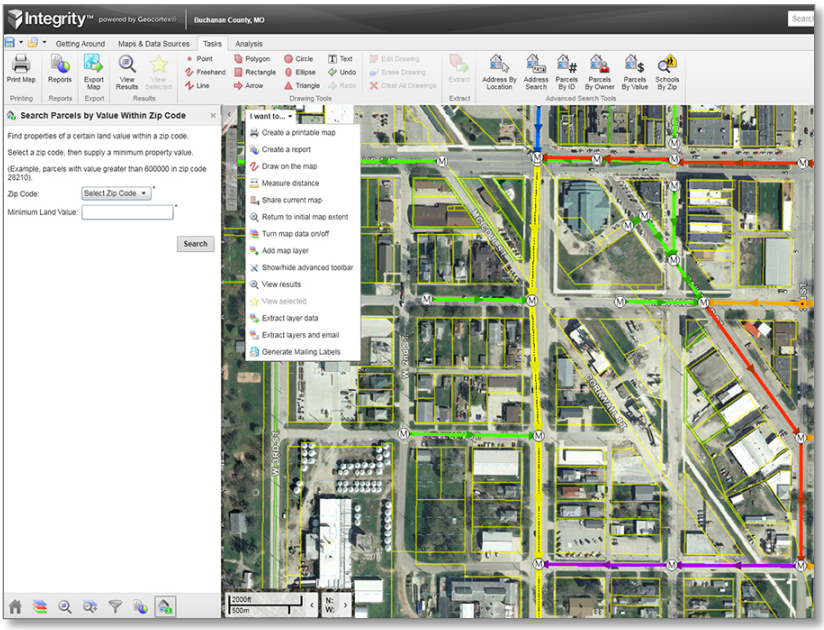
SECURITY

Includes advanced security features which provide you with the ability to grant or deny access to specific components.

PRINTING AND REPORTING

You can invoke normal or large format, high-resolution template-based printing and reporting. Template-based printing allows you to create printable maps using customized and out-of-the box layouts.

Template-based reporting enables you to easily generate commonly used reports that have been pre-configured by the administrator. Each template defines a standard layout for reporting on the layer's features, attributes, linked and computed data. By saving your organization valuable employee time, you will be able to do more with your budgets and resources.



SEARCH

Customize your searches by creating your own search forms and query tasks.

FORMS

Forms provide a simple way to create dialogs that prompt end-users for input through web or mobile applications. A form designer allows you to add input items such as text boxes, auto-complete entries, date pickers and drop-downs, then,

associate validation rules and control the forms layout.

MAP VIEWERS PROVIDE AN OUTSTANDING USER EXPERIENCE

The desktop viewer for Silverlight provides advanced Web mapping capabilities for GIS departments seeking to deploy feature-rich, user-centric web applications. **The viewer for HTML5 provides a complementary viewer geared towards providing simple, targeted web-mapping applications serving desktop browsers, tablets, and a broad array of handheld devices.**

EASILY CONFIGURABLE

No programming knowledge required. Using the simple web-based management tools, you can configure a variety of elements within the viewer, including map services, security, non-spatial data sources, reporting, printing, layer list, workflows, tools, the look and feel of the application, and more.

BUILT-IN TOOLS

The upgraded viewer provides numerous must have features including various measurement tools, dynamic map tips, feature hyperlinks and more.

LAYER LIST

The Layer List provides layer organization and collapsible categorization. You can also control map service transparency, layer visibility control, view a dynamic legend (reflects currently visible layers), and filter/find layers with text input. Having such a wide range of controls will enable you to have greater control over your layers, and in turn, over what data that is accessible to you.

EDITING

Built-in features enable end users to create new features, edit geometry of existing features, and modify attribute data and much more. The editing tools are intuitive and include highly dynamic snapping capabilities. Users can edit data belonging to versioned geodatabase layers exposed in the application.

INTEGRATION

Bi-directional integration allows you to launch from other applications or have other applications launch a viewer. The URL Integration feature supports a variety of options, such as; zoom to a specific extent, or zoom to and highlight a particular feature. Common types of applications which are integrated include document management, permitting, assessment, and other non-spatial business applications.

ONLINE HELP & TUTORIALS

Online-help and tutorials for administrators and users are provided through a Resource Center, as well as a Discussion Forum where you can post questions and suggestions.

STARTING AND COMPLETION DATES

Midland GIS Solutions will have the Integrity GIS websites, both the desktop and HTML5/mobile platforms up and running within **ten (10) weeks** upon acceptance of this agreement by Coffeyville, KS.

If requested, Midland GIS Solutions will provide two (2) hours of remote training at no additional cost.

No extension time shall be granted to Midland GIS Solutions unless the request for an extension is made in writing ten (10) days prior to the expiration date of this agreement. The request must be approved by the City of Coffeyville, KS and must be based on one or more of the following:

- Acts of nature that directly affects Midland GIS Solutions ability to perform.
- Acts of government agencies that may affect Midland GIS Solutions performance.
- Circumstances beyond the control of Midland GIS Solutions and not due to any negligence on the part of Midland GIS Solutions or its employees (fire, floods, emergencies, or delays brought about by others, etc.)

DEVELOPMENT AND HOSTING FEE

For the performance of the agreement by Midland GIS Solutions, Coffeyville, KS shall pay Midland GIS Solutions the sum of **$0.00** for setting up the Integrity Desktop GIS website and **$0.00** for the HTML 5 mobile GIS website.

GIS website hosting in the amount of **$4800.00/year** will be invoiced to the City of Coffeyville After 6 months of free hosting has expired.

The City of Coffeyville, KS reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In the event that the City requests additional work or changes, a supplement to this agreement shall be executed and submitted for the approval by the City prior to performing the additional/changed work or incurring any additional costs.

Any change in compensation shall be covered in the supplemental agreement. Midland GIS Solutions shall not be compensated for work the City does not require that is performed without the prior written approval by the City.

CONTRACT TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT ("**TERMS & CONDITIONS**") APPLY TO ANY AND ALL USE OF THE SERVICE BY YOU AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This agreement, as amended from time to time (the "**Agreement**") is between you ("**you**", "**your**", "**Client**") and Midland GIS Solutions, including its authorized suppliers ("**MGIS**").

1. Hosted Service

MGIS will provide the Client and its authorized Users access to the Service during the Term, subject to the Terms and Conditions. Subject to Client's compliance with its obligations under this Agreement, MGIS hereby grants Client a non-exclusive license to: (i) access and execute the Software on MGIS's application server over the Internet; (ii) use the Documentation related to the Software or the other components of the Service; (iii) transmit data related to Client's use of the Software to and from MGIS's application server over the Internet and store such data on MGIS's application server; and (iv) access and use MGIS's User interface on its website.

2. Use and Access

(a) Subject to the restrictions on use as set forth herein, Client will have access to the Service for its intended purpose and in accordance with the specifications set forth in any Documentation relating to the Service or Software provided by MGIS. Such use and access will be continuous on a twenty four (24) hour a day, seven (7) day a week basis except for interruptions by reason of maintenance or downtime beyond MGIS's reasonable control.

(b) Client will not: (i) transmit or share identification or password codes to persons other than authorized Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users; or (iii) permit access to the Service through a single identification or password code being made available to multiple users on a network.

(c) Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Integrity Service.

(d) Client agrees that its use of the Service will be in a manner consistent with this Agreement and with all applicable laws and regulations, including without limitation, all copyright, trademark, patent, trade secret and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Client acknowledges that MGIS is not responsible for any use or misuse of the Service by Client or its employees or contractors.

(e) You expressly understand and agree that MGIS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

3. Price and Payment

(a) MGIS 's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on MGIS's income. If MGIS is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on MGIS's net income.

4. Term and Termination

(a) The term of this Agreement will commence the day the web site interface for the Service is accessible to you via the Internet, and will continue for a period of one year, or as otherwise mutually agreed upon (the "**Term**"). Thereafter this Agreement will automatically renew for successive periods of the same duration as the initial Term ("**Renewal Term**") unless either party gives the other party not fewer than thirty (30) day notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.

(b) Either party may terminate this Agreement for material breach, by the other party, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under law.

5. Ownership of Intellectual Property

(a) Title to any and all proprietary rights in the Service components including, without limitation, the Software, MGIS's web site and user interface will remain in and be the exclusive property of MGIS.

(b) Client will be the owner of all data or information created by Client and stored on MGIS's application servers (collectively, "Client Data").

6. INDEMNITY OF LICENSEE

CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS MGIS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND CLAIMS, PROCEEDINGS, ACTIONS OR DEMANDS WHICH MAY BE BROUGHT AGAINST MGIS OR ANOTHER OF THE INDEMNIFIED PARTIES AND AGREE TO INDEMNIFY AND HOLD

MGIS AND THE OTHER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) REAL OR PERCEIVED, THAT OCCUR, OR THAT MGIS MAY SUFFER, SUSTAIN OR INCUR, AS A RESULT OF: (A) CLIENT'S USE OF THE SERVICES, OR (B) CLIENT'S BREACHES OF THIS AGREEMENT. CLIENT WILL HAVE SOLE CONTROL OF THE INVESTIGATION, PREPARATION, DEFENSE AND SETTLEMENT OF ANY SUCH INFRINGEMENT CLAIMS AND MGIS SHALL MAKE REASONABLE EFFORTS TO PROVIDE COOPERATION AND ASSISTANCE IN ANY SUCH INVESTIGATION, PREPARATION, DEFENSE AND SETTLEMENT.

7. Applicable Law

This Agreement shall be subject to, construed by and enforced in accordance with the laws of Missouri and applicable federal laws without regard for its conflict of law principles and the parties agree to attorn to the exclusive jurisdiction of the Court of Nodaway County, Missouri.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

9. Amendments

MGIS may amend this Agreement by giving 30 days' notice of the proposed amendments, which notice may be provided by e-mail. MGIS may periodically amend this Agreement, as contemplated above, for any purpose including, without limitation, changing fees or charges for use of the Service.

EXHIBIT A - SERVICE LEVEL AGREEMENT

This Service Level Agreement (**"Agreement"**) sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

1. **Downtime**
   (a) MGIS'S SERVICES ARE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MGIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

2. **Software Upgrades**
   (a) From time to time MGIS will release new versions of the Software and will automatically upgrade the Software to the latest version.

SUMMARY OF PROPOSED COSTS

Integrity Desktop GIS Website _____ $0.00

HTML 5 Mobile GIS Website _____ $0.00

Annual GIS Website Hosting _____ $4,800.00

Annual web hosting will commence after six months of free hosting

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IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ 2013.

APPROVED BY: CITY OF COFFEYVILLE, KS

Signature: _____

Printed name: _____

Title: _____

Signature: _____

Printed name: _____

Title: _____

APPROVED BY: MIDLAND GIS SOLUTIONS, LLC

By: _____

Printed name: Kirk Larson

Title: Vice President