



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

PLANNING DEPARTMENT

300 Sixth Street



LF121201-19

MEMORANDUM

TO: Legal and Finance Committee

FROM: Patsy Horton, GIS Coordinator

DATE: December 6, 2001

RE: Approval of Contract with GeoAnalytics, Inc. in an amount Not to Exceed \$53,000 for the preparation of the GIS/IMS Master Plan Update

Attached please find a copy of the draft contract with GeoAnalytics, Inc. for the preparation of the GIS/IMS Master Plan Update. The Master Plan will be prepared for a not to exceed amount of \$53,000. The LIS Task Force Selection Committee has recommended approval of this contract.

The City Attorney's Office has not had an opportunity to review the draft contract. They may recommend modifications to the contract language prior to City Council action.

Please contact me if you have any additional questions or concerns.

**AGREEMENT
FOR PROFESSIONAL SERVICES
FOR
GIS/IMS MASTER PLAN UPDATE**

THIS IS AN AGREEMENT made as of _____ between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, representing Pennington County-Rapid City GIS Division, hereinafter referred to as (OWNER) and GeoAnalytics, Inc., 1716 Fordem Avenue, Madison, Wisconsin 53704-4606 hereinafter referred to as (CONSULTANT).

OWNER intends to prepare a Geographic Information System / Information Management System Master Plan Update for the City of Rapid City. This master plan will identify hardware and software needs and implementation services based on the existing and continued information management development within the City of Rapid City and County of Pennington determined through information gathering sessions, (hereinafter called the Project).

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional services by CONSULTANT and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES TO CONSULTANT

General

CONSULTANT shall provide to OWNER professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice and furnishing selected geographic information systems / information management systems planning recommendations.

Scope of Work

The Basic Services Scope of Work is described in detail in Exhibit A "Further Description of Basic Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below in Paragraphs A through I. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Services and Related Matters". OWNER will pay for these services as indicated in Section 5.

A. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

B. Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

C. Providing renderings or models for OWNER's use.

D. Investigations and studies involving, but not limited to detailed consideration of operations, maintenance and overhead expenses; providing value during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.

E. Furnishing services of independent professional associates and consultants for other than Basic Services;

F. Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER's office as required by Section 1, or other expenses as detailed in Exhibit A - Reimbursable Summary.

G. Providing any type of property surveys or related services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.

H. Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).

I. Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

A. Ms. Marcia Elkins, Planning Director with the Rapid City Planning Department, or her designee, shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Ms. Elkins shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

C. Examine all studies, reports, sketches, drawings, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

E. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

SECTION 4 - PERIODS OF SERVICE

CONSULTANT's obligation to render services hereunder will extend for the following schedule:

Notice to Proceed	December 18, 2001
Phase I – Situation Assessment	February 22, 2002
Phase II – Conceptual Design	March 29, 2002
Phase III – Strategic Implementation Plan	May 3, 2002
Phase IV – Project Management	Continuous throughout Project

The services called for in the Master Plan Update will be completed and the Strategic Implementation Plan submitted within the stipulated period indicated above after written authorization to proceed.

SECTION 5 - PAYMENTS TO CONSULTANT

Method of Payment. OWNER shall pay CONSULTANT for basic services rendered under Section 1 (and supplemented in Exhibit A "Further Description of Basic Services") an amount not-to-exceed \$53,000.00, including reimbursable expenses.

OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 for CONSULTANT's principals and employees engaged directly on the Project and rendered on the basis of CONSULTANT's Salary Costs times a factor of - 134.015.

All travel by CONSULTANT shall be on the basis of the rules of the South Dakota State Bureau of Finance and Management and also subject to procedures established for Third Party contracts as pertaining to all State of South Dakota employees.

The terms "Salary Costs" and Reimbursable Expenses" have the meanings assigned to them under definitions.

Times of Payments. CONSULTANT shall submit monthly statements for Basic and Additional Services rendered, including Reimbursable Expenses incurred.

OWNER shall make prompt monthly payments in response to CONSULTANT's monthly statements.

Other Provisions Concerning Payments. If OWNER fails to make any payment due CONSULTANT for services and expenses within **forty-five (45)** days after receipt of CONSULTANT's statement therefor, the amounts due CONSULTANT will be increased at the rate of **1.5%** per month from said **forty-fifth** day, and in addition, CONSULTANT may, after giving **seven (7)** days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.

The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.

Records. The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost at such reasonable time and place as may be designated by OWNER for a period of three years after the date of final payment.

All personnel employed by CONSULTANT shall maintain time records for time spent performing work on study described in this Agreement for a period of three years from the conclusion of the study. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three years from the conclusion of the study.

All project charges will be subject to audit in accordance with current South Dakota State Bureau of Finance and Management procedures. Applicable cost principles as defined by OMB Circular A-102.

Upon reasonable notice, the CONSULTANT will allow, OWNER to audit all records of the CONSULTANT related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

Inspection of Work. OWNER'S auditors shall at reasonable times be accorded proper CONSULTANT facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT's premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

Audits. The CONSULTANT shall, with reasonable notice, afford OWNER representatives reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid them in the performance of their duties.

Payment shall be made subject to audit by duly authorized representatives of the OWNER.

Definitions.

The Salary Costs used as a basis for payment mean salaries and wages paid to all CONSULTANT's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, GIS analysts, other technical and business personnel. The cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits is included in the factor as provided for in 5.1.1.1.

The hourly Salary Costs of employees of CONSULTANT may be adjusted to reflect changes in personnel and in CONSULTANT's overall compensation procedures and practices with the prior written approval of the OWNER.

Reimbursable Expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT's independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0.

Ownership of Data.

Documents and all products of this Agreement are to be the joint property of the OWNER and those groups the OWNER represents in the GIS/IMS Master Plan Update Services.

Publication and Release of Information.

The CONSULTANT may copyright material developed under this Agreement but grants OWNER a royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Acquisition of Property or Equipment.

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

Proprietary and Patent Rights.

CONSULTANT and OWNER agree that if patentable discoveries or inventions should result from the study conducted under this Agreement, the provisions of Exhibit C, which is incorporated herein by reference, shall apply.

Subcontracting.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, are itemized in Exhibit A of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

Personnel Employment.

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Claims.

The CONSULTANT agrees to the fullest extent of the law, to indemnify and hold the OWNER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the CONSULTANT is legally liable. The CONSULTANT is not obligated to indemnify the OWNER in any manner whatsoever for the OWNER's own negligence. It is further agreed that any and all employees of either party, while engaged in the performance of any work services, shall not be considered employees of the other party, and that any and all claims that may arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

Nondiscrimination/ADA.

The CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964, the latter identified as Exhibit "B" attached hereto and hereby by this reference, made a part of this Agreement. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of

Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

Disputes.

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the OWNER's attorney or its duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

Acceptance and Modification.

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

Termination or Abandonment.

The CONSULTANT and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month, and year first written above.

OWNER:

BY: _____
Jerry Munson
City of Rapid City

CONSULTANT:

BY: _____
Peter G. Thum, President
GeoAnalytics, Inc.
1716 Fordem Avenue
Madison, Wisconsin 53704-4606

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this _____ day of December, 2001, before me, a Notary Public, personally appeared Jerry Munson, known to me to be the Mayor of the City of Rapid City and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

CITY FINANCE OFFICER

(SEAL)

STATE OF WISCONSIN

COUNTY OF _____

On this _____ day of December, 2001, before me, a Notary Public, personally appeared Peter G. Thum, known to me to be the President of GeoAnalytics, Inc. and acknowledged to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

Address for giving notices:

City of Rapid City
Pennington County/Rapid City GIS Division
300 Sixth Street
Rapid City, South Dakota 57701

Address for giving notices:

GeoAnalytics, Inc.
1716 Fordem Avenue
Madison, Wisconsin 53704-4606

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Principal, and duly authorized representative of the firm GeoAnalytics, Inc., whose address is 1716 Fordem Avenue, Madison, Wisconsin 53704-4606, and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

2. agree, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, (both criminal and civil).

December _____, 2001

Peter G. Thum, President
GeoAnalytics, Inc.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GeoAnalytics, Inc.

BY: _____
Peter G. Thum, President
GeoAnalytics, Inc.

ATTEST: _____

DATED: _____

EXHIBIT A
TO
**AGREEMENT
FOR
PROFESSIONAL SERVICES
FOR
GIS/IMS MASTER PLAN UPDATE**

The scope of work is identified in GeoAnalytics's Proposal submitted in response to the City of Rapid City's request for proposals and is incorporated herein.

Scope Of Services Requested

It is GeoAnalytics understanding that the City seeks to enter into a professional services agreement with a qualified firm to help guide development of an updated GIS/IMS Master Plan. We understand that the City wishes to build off of earlier investments in GIS and create a detailed roadmap for the further adoption and integration of GIS within daily City business functions. GeoAnalytics feels that it can best satisfy the City's needs for GIS/IMS planning and also provide opportunities for assistance related to post plan implementation. This is based on our team's technical familiarity with many of the systems currently in use at the City and our expertise dealing with the organizational aspects GIS/IT implementation. Collectively, these skills allow us to bring an enterprise perspective to local government GIS implementation.

Project Methodology

GeoAnalytics employs a structured design methodology intended to ensure that projects are not only comprehensive and complete but that they also address the business functions and needs of clients. This methodology has been adapted from leading information engineering and systems design research and has been tested in numerous engagements, ranging from pure systems design to GIS strategic planning. This approach is particularly useful for contributing to knowledge transfer between consultant and client. **Error! Reference source not found.** contains a full description of our design methodology.

GeoAnalytics has used this methodology to successfully develop GIS plans in the past and to implement GIS systems in numerous settings, ranging from regional and City consortia, large urban counties, to villages and rural governments. This methodology will guide our approach to this project.

Project Scope of Work

The scope of work provided in the City's Request for Proposals for this project specifically identifies a sequence of tasks that the City expects for completion of the Implementation Plan. These tasks are closely related to the components and processes used in the GeoAnalytics design methodology (see **Error! Reference source not**

found.) For clarification, the following presents the correspondence between the proposed phases and the tasks identified in the City's RFP:

- **Preliminary Phase.** The proposed Situation Assessment phase will encompass an inventory of existing conditions relating to land information at the City, as well as put forth issues and opportunities relating to the requirements of the City's future GIS program.
- **Analysis Phase.** The proposed Conceptual Design phase corresponds with the Analysis Phase tasks identified in the RFP. The Conceptual Design uses the information gathered in the Situation Assessment to develop a delineation of the envisioned GIS system, and presents a high-level design that will achieve needs and expectations for the future system.
- **Report Preparation Phase.** Finally, the proposed Strategic Implementation Planning phase will correspond with the Report Preparation Phase tasks identified by the City in the RFP.

The following is a detailed outline of proposed project phases and activities. In order to control costs related to travel, it is suggested that two of the five meetings called for in this proposed scope of work be held via teleconference. All materials required for these teleconferences will be delivered in advance of the meeting date, so that the conference call will be as effective and efficient as possible. Please note that GeoAnalytics is willing to scale the project and meeting schedule in accordance with the City's needs.

Phase 1: Situation Assessment

Objectives

The purpose of this Phase is to establish a factual basis to support subsequent activities. This phase will include an inventory of geographic and land information management and related activities within the context of the design components as previously mentioned. This includes traditional organizational and user needs assessment, developed through fact investigation and a series of interviews with stakeholders identified early in the project.

Research will include including an inventory of ongoing land information management and related activities within the context of the design components previously mentioned (process, data, technology, organization and applications). Within this framework, the Situation Assessment will investigate the existing GIS/IMS systems in order to:

- Review the business processes that currently benefit from the use of GIS, as well as those that may in the future;
- Examine database content, format, documentation, accessibility, maintenance cycles, and related procedures;
- Identify technology and database systems, and analyze how they can interoperate successfully with the proposed GIS;

- Study the organizational objectives for GIS at the City, and determine the level of available resources and expertise to meet those objectives; and
- Discover the future applications of GIS that City staff and departments wish to explore.

Our Situation Assessment phase will also identify critical issues and opportunities, thereby establishing the requirements that will drive the technology, data, and application specifications, to accommodate the needs of GIS for Rapid City in the next five years.

Activities

This phase would involve approximately three days at the client site to conduct interviews and gather supporting information, as well as to hold a project kick-off workshop.

Specific Situation Assessment activities will include:

(a) Kick Off Workshop

GeoAnalytics will conduct and facilitate a kick-off workshop to acquaint the LIS Task Force and City staff and decision-makers on the nature of the project and to begin the consensus building process. The purpose of this workshop is to determine goals and objectives of the City, establish project participant roles and responsibilities, convey the timeline for the project and discuss participant expectations. In addition, this workshop will offer opportunities for stakeholders in the process to discuss GIS achievements at the City, including the value that the existing Master Plan has brought to the GIS program so far.

(b) Fact Investigation and Documentation

Fact investigation entails reviewing all existing documentation (mandates, missions, work flows, data and technology information, studies, etc.) completed by the City with regard to GIS as well as reviewing existing business processes, user expectations and needs for GIS evolution. The City can guide the depth of this investigation. Collection of this data will be done via small group and individual interviews with relevant departments. The interviews will emphasize issues such as:

- Business processes and work flows
- Land information sources, stewardship and maintenance plans and the ability for involvement in the GIS program
- Current hardware, software and network communication environments
- Perceptions and expectations of GIS; level of satisfaction with present GIS activities.

If necessary, follow-up discussions will be held to elucidate any issues. Details of the fact investigation efforts will be documented in an “interview findings” report and included as an appendix to the final GIS/IMS Master Plan report.

(c) Fact Analysis

Facts collected during the situation assessment will be utilized in an analysis of the current situation, and summarized into two categories: Issues and Opportunities. Issues represent challenges to achieving project goals and objectives. Opportunities entail prospects for improvement or enhancement of the existing environment that would contribute to the fruition of the GIS program.

(d) Documentation

The primary deliverable from this phase is the completion of a consensus-driven Situation Assessment report. This report will outline the design components (process, data, technology, organizations and applications) and present issues and opportunities that exist for hardware, software, networking and security, database integration, staff skill development and organizational structures necessary to achieve a high-quality, well-maintained, and accessible GIS environment. The results of this effort will establish an overall framework and set of principles for the next phases of the City GIS program, as well as guide the development of a Conceptual Design in the next project phase.

(e) Project Team Conference

At this juncture, GeoAnalytics will present the Situation Assessment report to core team members and other interested parties to develop a consensus for the upcoming conceptual design phase. Once the initial Situation Assessment has been completed and provided in draft to City team members, GeoAnalytics will prepare and present a remote workshop via conference call to discuss and build consensus around the report. This workshop will summarize current conditions and systems requirements findings and facilitate a visioning exercise to build consensus on key GIS system components. This visioning exercise will address City expectations addressed in the fact-finding activities and encourage decision-making on key issues such as technology choices, data sharing decisions, governance, etc. The Situation Assessment report will be modified as needed following the workshop and redistributed to City team members.

Deliverables

(f) Interviews

GeoAnalytics will facilitate individual and small group on-site interviews with project participants to obtain all relevant facts. Additional education of GIS opportunities will be part of the interview process.

(g) Situation Assessment Report

GeoAnalytics will document the results of the fact investigation and analysis and provide a report to the City. This document will provide an inventory of current

circumstances, including user expectations for the operational aspects of the system. The report will also outline issues and opportunities within each City department, visualizing and describing the City's recommended enterprise GIS environment. Core team member participation in the visioning workshop and decisions regarding technology, data, and organizational choices will be the key factors that shape the City system design.

(h) Communication/Facilitation

GeoAnalytics will foster awareness and communication among City core project team members of GIS concepts where necessary. This will come in the form of the facilitation at workshops and discussions during interviews, and will provide a context for the remainder of the project.

Elapsed Timeline

Six Weeks

Phase 2: Conceptual Design

Objectives

Phase 2 will organize the findings of the Situation Assessment into a conceptual vision for a City enterprise GIS. The Conceptual Design will present a well-defined target for system development over the next five years, toward which recommended activities in the updated Master Plan will be directed. Based on the opportunities discovered during examination of the existing GIS/IMS at the City, the Conceptual Design will convey updated models for system integration, enterprise data, technology, governance, operations, and applications of GIS that would enhance business processes. The Design will provide a consistent way to communicate system scope and purpose to all interested parties, identify specific system elements targeted in the project and describe the key decisions made by team members related to system components.

Activities

(a) Analysis and Documentation

Based on a thorough synthesis and analysis of information from the previous phase, GeoAnalytics will prepare a Conceptual Design report that summarizes group decisions including a system-level view of the requirements needed for continuing GIS/IMS implementation. The components of the Conceptual Design will include the following:

- **Organizational Model.** It is important that this project revisit the organizational structure that has been put in place to support GIS/IMS implementation thus far, so that further design, planning, and implementation of GIS/IMS components can benefit from the renewed commitment of the organization to sustain the programs in the long term. GeoAnalytics will assist the City in developing an organizational model that will smooth the transition from the original to an updated Plan, by establishing recommendations with

respect to functional responsibilities and priorities, including database custodianship, workflows, system administration and maintenance, and applications development. Additionally, the organizational model will incorporate information policy decisions and standards adopted by the City earlier this year.

- **Technology Architecture.** In light of the City's acquisition of GIS software, hardware and network communications enhancements, including Internet access, the Conceptual Design will outline the recommended GIS/IMS technology architecture for the future. This architecture will be designed to carry GIS/IMS programs to the next level and bring the most benefit to the City by way of systems integration and enhanced performance. The design would address hardware and software configurations components and configurations, communication networks and Internet connectivity, system security, access, and communications protocols.
- **Database Model.** The Conceptual Design will consider all existing geographic framework data, including parcel fabric, digital orthophotography, and topographic mapping, and include provisions for integration of additional data, both spatial and non-spatial, with existing investments in GIS databases. In addition, the model will address metadata documentation requirements for existing and recommended data sets.

(i) (b) Project Team Conference

GeoAnalytics will organize a meeting via remote conference call to present the draft Conceptual Design report to core team members and other interested parties to present the City's conceptual vision, including goals and objectives, for the next 5 years of GIS development. This exercise will address City the priorities of respective departments and of the City as a whole.

Deliverables

(i) (a) Conceptual Design Document

GeoAnalytics will produce and deliver a Conceptual Design report that outlines the future requirements of the system, including anticipated interdepartmental work flows; organizational structure and policies; database design, custodianship and access issues; technological specifications (hardware, software, and network); and high-level applications designs.

At this point in the project, both the City and GeoAnalytics will be well informed and equipped to develop an updated 5-year GIS/IMS Master Plan that will establish a phased series of strategic goals and objectives, as well as tactical activities to be undertaken by the City to fully implement its system.

Elapsed Timeline

Four Weeks

Phase 3: Strategic Implementation Plan

Objectives

At this point in the project, both the City and GeoAnalytics will be well informed and equipped to develop an updated, multi-year, Strategic Implementation Plan that will establish a phased series of strategic goals and objectives, as well as tactical projects to be undertaken by the City to fully implement its system. In a sense, this phase will produce an actionable business plan for the City based on the Conceptual Design outlined in the previous project phase. The plan will include a budget and scope of work description for each project and reflect a 5-year planning horizon.

Once approved by the Core Project Team, this Implementation Plan will be rolled into a final overall document that constitutes the updated GIS/IMS Master Plan and includes the previous Situation Assessment and Conceptual Design reports.

Activities

a) Development of Draft Implementation Plan

GeoAnalytics will prepare a draft Implementation Plan report that outlines recommended tactical projects for future GIS implementation including timelines and costs. The report will include realistic, specific project actions including identified business applications, database development and maintenance activities, staff development and training, and technology procurement, etc. In addition, the report will outline a timeline, and a related cost estimate for each recommended project. A draft of this final document will be provided in hard copy format to the Core Project Team for review.

b) Project Team Conference

GeoAnalytics will hold a final conference call meeting with the Core Project Team to present and review the draft Implementation Plan report. Feedback will be used to modify this report and it will then be rolled into a final, updated GIS/IMS Master Plan document that includes the Situation Assessment and Conceptual Design reports.

c) Presentation of Draft Report

A workshop will be conducted for presenting the draft Updated GIS/LIS Master Plan document and finalizing its terms based on feedback from City and County personnel. External agency participants may also be invited for informational purposes.

d) Development of Final Draft Report

Based on the outcome of the previous workshop, GeoAnalytics will prepare a final version of the Updated GIS/IMS Master Plan document. The final

document will include an executive summary, findings, and recommendations for the sequence and prioritization of next steps. Final copies of this document will be provided in hard copy format to the City before a final on-site workshop.

e) Formal Presentation of Final GIS/IMS Plan Document

A final workshop will be conducted with the LIS Task Force and staff to present the final draft GIS/LIS Master Plan Update. This presentation will communicate the value of refinement and renewal of the GIS/IMS Master Plan, and recapitulate the process followed in formulation of the final Master Plan. GeoAnalytics will then present the recommendations made in the plan, and facilitate a dialog with the LIS Task Force to clarify understanding of the topics covered and address any outstanding points.

Deliverables

(k) (a) Updated GIS/IMS Master Plan

The primary deliverable from this phase will be the creation of a five-year plan for the continued implementation and maintenance of the City GIS system. This Plan rolled into a final, updated GIS/IMS Master Plan document, which will provide for a staged implementation of the future system to support City viability and success.

Elapsed Timeline

Four Weeks

Phase 4: Project Management

Objectives

The purpose of project management will be to ensure the successful completion of the project through regular communications and coordination between GeoAnalytics and the City. It is proposed that a single City staff person serve as a counterpart to the Project Leader for this project. Specific project and quality management practices that will be employed in this project, include:

- Use of structured firm methodology to guide project phases and tasks in an orderly, concise fashion
- Development and maintenance of a project work plan that tracks phase and activity timelines, proposed work hours, and staff resource assignments
- Proactive communications between GeoAnalytics and City Project Leaders on project progress and next steps
- Monthly invoicing and financial status reporting on project time and expenses in order to track use of contract resources
- Two-tier internal consultant review process for all written project documents to ensure quality and completeness

Deliverables

Deliverables will include administrative coordination and meetings. Project management will also include the development of an overall negotiated scope of work and project tracking system.

Elapsed Timeline

Continuous through project

EXHIBIT B

CONSULTANT ASSURANCE WITH REGARD TO THE CIVIL RIGHTS ACT OF 1964 AND U.S. DEPARTMENT OF COMMERCE REGULATIONS, 15 C.F.R., PART 8

During the performance of the Agreement, Contractor and any subcontractors, for themselves, their assignees and successors in interest (hereinafter referred to as the "contractor"), agree as follows:

Compliance with Regulations: The Contractor will comply with the regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: the contractor, with regard to the work performed by it after award and prior to completion of the contract work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractor, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in the Appendix A-II of the Regulations.

Solicitations for Subcontractor, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

Information and Reports: The contractor will provide all information and report required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, determined by the State Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, withholding of payments to the contractor under the contract until the contractor complies, and/or cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issues pursuant hereto. The contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that, in the event a

contractor becomes involved in, or is threatened with, litigation with a subcontractor or suppliers as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT C

PROPRIETARY AND PATENT RIGHTS

(1) The CONSULTANT agrees to disclose each subject invention to the OWNER within a reasonable time after it becomes known to CONSULTANT personnel responsible for the administration of patent matters, and that the OWNER may receive title to any subject invention not disclosed to it within such time.

(2) The CONSULTANT agrees to make a written election within two years after disclosure to the OWNER (or such additional time as may be approved by the OWNER) whether the CONSULTANT will retain title to a subject invention: provided, that in any case where publication, on sale, or public use, has initiated the one year statutory period in which valid patent protection can still be obtained in the United States, the period for election may be shortened by the OWNER to a date that is not more than sixty days prior to the end of the statutory period: and provided further, that the OWNER may receive title to any subject invention in which the CONSULTANT does not elect to retain rights or fails to elect rights within such times.

(3) When the CONSULTANT elects rights in a subject invention, it agrees to file a patent application prior to any statutory bar date that may occur under 35 USCS Section 1 et seq. due to publication, on sale, or public use, and shall thereafter file corresponding patent applications in other countries in which it wishes to retain title within reasonable times, and that the OWNER may receive title to any subject inventions in the United States or other countries in which the CONSULTANT has not filed patent applications on the subject invention within such times.

(4) With respect to any invention in which the CONSULTANT elects rights, the OWNER and the United States Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the OWNER or the United States Government any subject invention throughout the world: provided, that the funding agreement may provide for such additional rights; including the right to assign or have assigned foreign patent rights in the subject invention, as are determined by the Owner or United State Government as necessary for meeting the obligations of the United States under any treaty, international agreement, arrangement of cooperation, memorandum of understanding, or similar arrangement, including military agreement relating to weapons development and production.

(5) The OWNER retains the right to require periodic reporting on the utilization or efforts at obtaining utilization that are being made by the CONSULTANT or his licensees or assignees: provided, that any such information as well as any information on utilization or efforts at obtaining utilization obtained as part of the proceeding under 35 USCS Section 203 shall be treated by the OWNER as commercial and financial information obtained from a person and privileged and confidential and not subject to disclosure under 5 USCS Section 552.

(6) The CONSULTANT agrees that in the event a United States patent application is filed by or on its behalf or by any assignee of the CONSULTANT there shall be included within such application and any patent issuing thereon, a statement specifying that the

invention was made with OWNER support and that the OWNER has certain rights in the invention.

(7) In the case the CONSULTANT is a nonprofit organization, (A) the CONSULTANT agrees to prohibit the assignment of rights to a subject invention in the United States without the approval of the OWNER, except where such assignment is made to an organization which has as one of its primary functions the management of inventions (provided that such assignee shall be subject to the same provisions as the CONSULTANT); (B) the CONSULTANT shall share royalties with the inventor; (C) except with respect to a funding agreement for the operation of a Government-owned-contractor-operated facility, that the balance of any royalties or income earned by the CONSULTANT with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education; (D) that, except where it proves infeasible after a reasonable inquiry, in the licensing of subject inventions shall be given to small business firms; and (E) with respect to funding agreement for the operation of a Government-owned-contractor-operated facility, (i) that after payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, 100 percent of the balance of any royalties or income earned and retained by the CONSULTANT during any fiscal year up to an amount equal to 5 percent of the annual budget of the facility, shall be used by the CONSULTANT for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility; provided that if said balance exceeds 5 percent of the annual budget of the facility, the 75 percent of such excess shall be paid to the OWNER and the remaining 25 percent shall be used for the same purposes as described above in this clause (D); and (ii) that, to the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by CONSULTANT employees on location at the facility.

(8) The requirements of 35 USCS Sections 203 and 204 apply to this research.

(9) If the CONSULTANT does not elect to retain title to a subject invention in cases subject to this section, the OWNER may consider and after consultation with the CONSULTANT grant requests for retention of rights by the inventor subject to the provisions of 35 USCS Section 202 and regulations promulgated hereunder.