

SharedGeo - Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into this November 30, 2015, by and between Iowa Homeland Security & Emergency Management Division Joint Forces Headquarters (HSEMD), located at 7900 Hickman Road, Suite 500, Windsor Heights, IA 50324, and SharedGeo (the "Contractor"), located at 1360 University Ave. West, Suite 455, St. Paul, MN 55104-4086.

WHEREAS, Contractor has a background in Geographic Information Systems (GIS), and has nationally unique expertise, experience, and intellectual property rights related to U. S. National Grid (USNG) product implementation, and is willing to provide professional services to HSEMD based on this background; and

WHEREAS, HSEMD desires to have such services provided by the Contractor.

NOW, THEREFORE, the parties agree as follows:

1. Description of Services

The Contractor will provide three USNG products:

1. A set of USNG Statewide Maps (delivered as PDFs);
2. A set of PDF map books that will provide coverage of a set of Iowa cities (specifications of map books and list of cities to be determined); and
3. A web-based PDF distribution system to be deployed on HSEMD servers.

The **contract services/deliverables** are as follows:

1. USNG Maps Statewide (delivered as PDFs)

- a. USNG maps would be modeled on the [Minnesota USNG maps](#) and provide coverage for the State of Iowa (about 1700 maps)
- b. 1:24,000 Scale Map (fixed scale of 1:24,000 for a print size of 22" x 24")
- c. 10 km square (10,000 m x 10,000 m) USNG Grid
- d. Maps to include:
 - i. GIS data layers (provided by HSEMD)
 1. Basemap data: roads, rivers
 2. Feature data
 3. Aerial photography (optional)
 - ii. Standard USNG map surrounds
 1. Grids and numbering
 2. USNG Zone designator
 3. Standardized scale elements
 4. Standardized map attribution
- e. ArcMap MXD Projects and instructions to create maps

2. USNG Mapbooks for Urban Areas (HSEMD to provide urban areas list)

- a. Mapbooks would be modeled on the Dakota County, Minnesota Mapbooks.
- b. 1: 6,000 Scale (fixed scale of 1:6,000 for a print size of 8-½" x 11").
- c. 1 km square (1,000 m x 1,000 m) USNG Grid
- d. Mapbooks to include:
 - i. Index map to show location of maps in mapbook
 - ii. Legend page
 - iii. Information pages explaining how to use/read USNG maps
 - iv. GIS data layers (provided by HSEMD)
 1. Basemap data: roads, rivers
 2. Feature data: as listed above
 3. Aerial photography (optional)
 - v. Standard USNG map surrounds
 1. Grids and numbering
 2. USNG Zone designator
 3. Standardized scale elements
 4. Standardized map attribution
 - vi. Mapbooks will be provided in two (2) formats:
 - vii. Format A: 1 page for each USNG 1 km grid
 1. Vector data map
 - viii. Format B: 2 pages for each USNG 1 km grid
 1. Vector data map
 2. Aerial photography map
- e. ArcMap MXD Projects and instructions to create mapbooks
- f. Note: Number of mapbooks covered by this project would be limited to up to **40** urban areas. Additional urban areas could be added at additional cost.

3. Web-based delivery mechanism for USNG maps

- a. JavaScript-based web page to be deployed on HSEMD web server that will allow users to
 - i. Point to location on a map
 - ii. Be shown list of USNG PDF maps and mapbooks available at the point selected on map
 - iii. List of USNG PDF maps and mapbooks will be linked to PDF documents on FTP site (hosted by HSEMD).

The **overall project time-lines** are as follows (with detailed timeline provided in "Estimate of Work" at the end of this document):

- Delivery of USNG Statewide Maps: March 21, 2016
- Delivery of USNG Urban Area Mapbooks: June 3, 2016
- Delivery of web-based delivery mechanism for USNG maps: April 30, 2016

2. Payment to Contractor

HSEMD agrees to pay contractor up to, but not to exceed, \$35,000.00 upon satisfactory completion and delivery of the three map and web components. Partial payment for each deliverable is anticipated and outlined in the payment schedule below. It is understood that Jon Paoli, GIS/Information Technology Specialist, will give final approval of deliverables, including design, prior to payment. Contractor will invoice HSEMD at the completion of agreed upon deliverables.

3. Term

The term of this Agreement shall commence on the date indicated in Section 1 above. Either party, upon seven (7) days written notice to the other party, may terminate this Agreement. In the event of termination, a pro rata adjustment will be made in the payment to Contractor based on Services provided up to and including the date of termination.

4. Relationship of Parties

It is understood by the parties that the Contractor is not an agency or employee of HSEMD for any purpose whatsoever, but is an independent contractor. Nothing herein shall authorize the Contractor to act as an agency or employee for HSEMD or to conduct business in the name of or for the account of HSEMD.

5. Confidentiality

Contractor agrees to maintain in confidence and not use for its own purposes or those of others proprietary information that is disclosed by HSEMD or generated by the Contractor during the performance of this Agreement if such information is not generally known to the public. This obligation of confidentiality and nonuse shall remain in effect for such time, as said information remains unknown to the public and shall survive the termination of this Agreement. Contractor may identify HSEMD as a client and the general nature of the project in contractor brochures or other materials under this agreement. Contractor may display select examples of work created under this agreement provided those examples have been specifically approved by HSEMD or are generally available for public use.

6. Warranties and Liabilities

By this agreement Contractor's responsibility is limited to the assembly of a map presentation product. **Map data content accuracy and quality is fully the responsibility of HSEMD and its data providers.** HSEMD agrees that Contractor will not be held liable for any product defects that arise due to issues in the source data.

Furthermore, once HSEMD has accepted the final product, it is agreed that the Contractor's responsibility is complete and Contractor will not be held liable for any subsequent use.

Except as specifically set forth in this agreement, Contractor makes no warranties, express or implied, as to the fitness or suitability of the services or products for a particular use or purpose.

HSEMD agrees to indemnify and hold Contractor harmless against all claims, losses, damages, liability judgements, cost and expenses including attorneys' fees arising out of or related to

Contractor's products or services described here. In no case will Contractor's liabilities exceed the payment amount listed in #2 of this agreement.

7. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreement between the parties.

8. Amendment

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

9. Assignment

Contractor may not assign its rights and/or delegate its responsibilities under this Agreement without the prior written consent of HSEMD.

10. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

11. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. Applicable Law

This agreement shall be governed by the laws of the State of Minnesota.

13. Notice

Any notice required or permitted to be given hereunder shall be in email form, followed by writing addressed as follows:

If to the Contractor: Nancy Read Hendricks, Administrative Director
SharedGeo
nread@sharedgeo.org
651-285-5015
1360 University Ave. West, Suite 455
St. Paul, MN 55104-4086

If to HSEMD: Kyle Karsjen, Operations Officer/Strategic Planning
Iowa Homeland Security & Emergency Management
kyle.karsjen@iowa.gov
515.725.3231
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Kyle Karsjen Date
Operations Officer/Strategic Planning
HSEMD

Nancy Read Hendricks Date
Administrative Director
SharedGeo

ESTIMATE OF WORK

Task 1 (USNG Maps Statewide delivered as PDFs) key dates and deliverables:

Cost: \$12,000

Completion Date: March 21, 2016

Key dates			
Task	Description of Task	Provided by	Target Date
1.1	<ul style="list-style-type: none"> ● Provide data sources (as GIS data and/or map services) ● Metadata and/or data source information to be used on maps ● HSEMD logo ● Map text and/or disclaimers for map 	HSEMD	December 15, 2015
1.2	PDF map samples creation to include: <ul style="list-style-type: none"> ● 2 rural areas ● 2 urban areas ● 2 UTM Zone intersections 	SharedGeo	January 19, 2016
1.3	Feedback on map samples, to include <ul style="list-style-type: none"> ● Cartography review ● Overall map layout ● Other comments and feedback 	HSEMD	February 2, 2016
1.4	Final map samples	SharedGeo	February 22, 2016
1.5	Final map approval*	HSEMD	February 29, 2016
1.6	All maps created and provided for download	SharedGeo	March 7, 2016
1.7	ArcMap MXD and instructions to create maps	SharedGeo	March 14, 2016
1.8	Final ArcMap MXD and instructions approval	HSEMD	March 21, 2016
1.9	Final approval of all deliverables for Task 1*	HSEMD	March 21, 2016

* payment point

Task 2 (USNG Mapbooks for Urban Areas delivered as PDFs) key dates and deliverables:

Cost: \$18,000

Completion Date: June 3, 2016

Key dates			
Task	Description of Task	Provided by	Target Date
2.1	<ul style="list-style-type: none"> • Provide data sources (as GIS data and/or map services) • Metadata and/or data source information to be used in mapbooks • HSEMD logo • Map text and/or disclaimers for map • Provide list of up to 40 urban areas for which to create mapbooks 	HSEMD	January 15, 2016
2.2	PDF mapbook samples creation to include: <ul style="list-style-type: none"> • Mapbook with 2 pages per 1 km grid (aerial and vector pages) • Mapbook with 1 page per 1 km grid (vector data) 	SharedGeo	March 28, 2016
2.3	Feedback on mapbook samples, to include <ul style="list-style-type: none"> • Cartography review • Overall mapbook layout • Mapbook additional pages review (index, USNG instructions etc.) • Other comments and feedback 	HSEMD	April 11, 2016
2.4	Final mapbook samples	SharedGeo	April 25, 2016
2.5	Final mapbook approval*	HSEMD	May 02, 2016
2.6	All mapbook created and provided for download	SharedGeo	May 16, 2016
2.7	ArcMap MXD and instructions to create mapbook	SharedGeo	May 23, 2016
2.8	Final ArcMap MXD and instructions approval	HSEMD	June 03, 2016
2.9	Final approval of all deliverables for Task 2*	HSEMD	June 03, 2016

* payment point

Task 3 Web-based delivery mechanism for USNG maps key dates and deliverables:

Cost: \$5,000

Completion Date: April 30, 2016

Key dates			
Task	Description of Task	Provided by	Target Date
3.1	Provide webserver, deployment and FTP limitations (if any)	HSEMD	January 15, 2016
3.2	Website and FTP site mock up on SharedGeo site	SharedGeo	February 19, 2016
3.3	Feedback on website mock up, to include <ul style="list-style-type: none"> ● Webpage layout feedback ● Functionality feedback ● Code review (if any) ● Other comments and feedback 	HSEMD	March 1, 2016
3.4	Final website revision (on SharedGeo site)	SharedGeo	March 21, 2016
3.5	Final website approval*	HSEMD	March 28, 2016
3.6	Website deployed to HSEMD servers	SharedGeo & HSEMD	TBD (between March 28-April 10, 2016)
3.7	Website instructions provided	SharedGeo	April 18, 2016
3.8	Final approval of all deliverables for Task 3*	HSEMD	April 30, 2016
	* payment point		

Payment schedule

Approval Criteria	Date	Amount
Task 1: USNG Maps Statewide – final approval of map layout, symbology, etc.	May 1, 2015	\$4,000
Task 2: USNG Urban Mapbooks – final approval of mapbook layout, symbology, etc.	May 29, 2015	\$6,000
Task 3: Website design approval	May 29, 2015	\$2,000
Task 1: USNG Maps Statewide – final approval of all deliverables	June 1, 2015	\$8,000
Task 2: USNG Urban Mapbooks – final approval of all deliverables	June 29, 2015	\$12,000
Task 3: Website deployment and final approval of all deliverables	May 16, 2016	\$3,000
	Total	\$35,000