

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jennifer Mellon, Administrative Services Manager
Atanas Beltchev, Senior Information Systems Analyst **AB**

DATE: February 27, 2014 (CC Meeting of 3/5/14)

SUBJECT: Consider a Professional Services Agreement with Nobel Systems (Nobel) for Geographic Information System (GIS) GeoViewer Solution

BACKGROUND

On April 21, 2011, the City of Moorpark entered into a three (3) year Agreement for Professional Services with Digital Map Products, Inc. to provide the City with their GIS products including CityGIS (for City staff use) and CommunityView (the non-confidential property and tax data available to the public over the internet). The data provided and accessed via the internet includes aerial imagery, street centerlines, parcel lines, property addresses, and other Moorpark data layers, such as zoning.

The current Agreement for GIS services expires April 21, 2014. The City has been a user of Digital Map Products CityGIS and CommunityView for six (6) years. Due to a variety of concerns with the product and the annual cost, staff made the determination that other GIS solutions should be explored which might be a better alternative for the needs of the City.

DISCUSSION

Staff researched GIS options and determined that the functionality and cost of the Nobel solution would be the best fit for the City (see Attachment 1). The Nobel hosted web based solution hosts ESRI software and data model implementations as well as their GeoViewer platform that will provide all the functionality that our current vendor provides plus these additional features:

- GeoViewer Mobile for iPad mobile architecture that can be used dynamically in the field.
- Google Maps view imbedded into the GeoViewer along with other aerial data view options which will provide better resolution.
- Integration with other City database platforms for ease of data transfer.
- An enhanced map printing feature that integrates with Google maps and can be customizable with title, scale, and other text.
- The ability to hyperlink scanned documents into the system.

- Integration with the County of Ventura and a third party data provider that provides real time parcel data.
- Consulting services that will be utilized due to the cost savings provided by switching to Nobel.

FISCAL IMPACT

The ongoing budgeted cost for GIS services is currently \$23,500 per year. This amount has been appropriated within the City's Information Systems Division budget. The annual GIS services costs with Nobel will be \$15,900 per year for the three (3) year term of the Agreement (see Attachment 2), with the exception that project costs in the first year of the Agreement will include an additional \$6,000 for project set-up and training costs totaling \$21,900. There will be a savings of \$1,600 in the current fiscal year, and a savings of \$7,600 per year for the second and third year of the Nobel Agreement in comparison to the current GIS software annual cost. Staff's intent is to request to use the annual savings in the 2014/15 and 2015/16 fiscal year budgets for additional contractual services by Nobel for enhancements to the GIS system, which may include scanning of maps and plans and creation of additional data layers, which are currently not being completed due to the high cost of the current system and other staff priorities.

STAFF RECOMMENDATION

Authorize the City Manager to sign a Professional Services Agreement with Nobel Systems, subject to final language approval by the City Manager and City Attorney.

Attachments:

1. Nobel Systems Proposal and Description
2. Professional Services Agreement

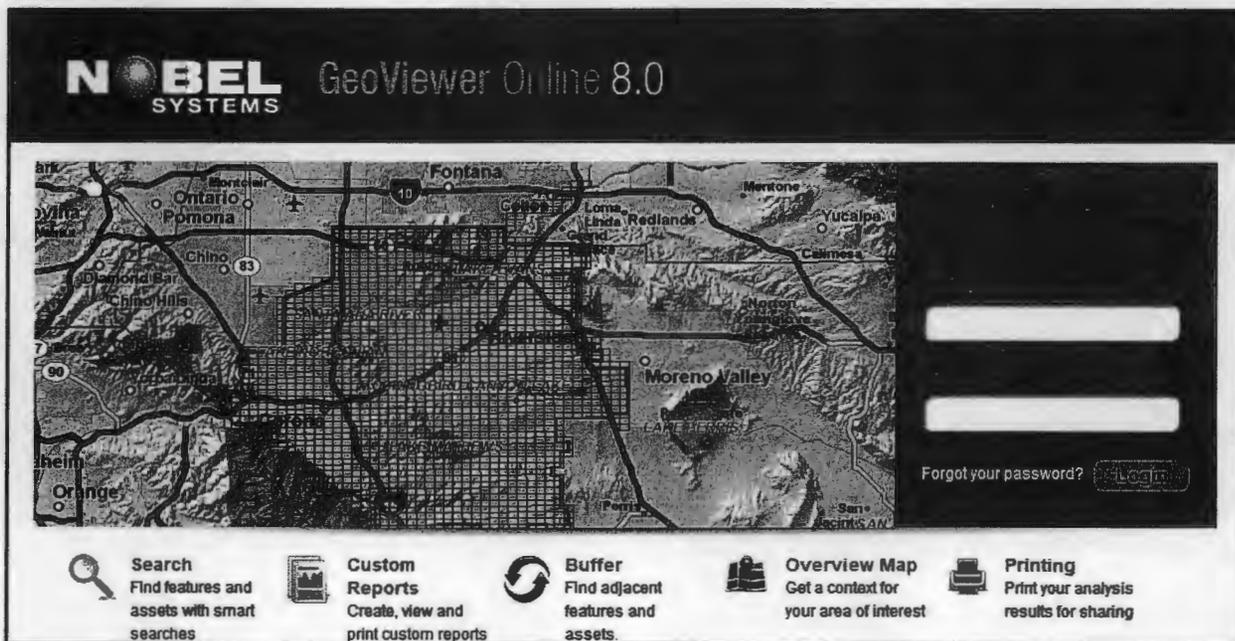


436 E. VANDERBILT WAY
SAN BERNARDINO, CA 92408
PHONE: 909-890-5611
FAX: 909-890-5612
MSAMUEL@NOBEL-SYSTEMS.COM
WWW.NOBEL-SYSTEMS.COM

February 27, 2014

Re: PROPOSAL FOR GIS VIEWER SOFTWARE, TECHNICAL SUPPORT & TRAINING

GEOVIEWER ONLINE



A top objective of City of Moorpark (Moorpark) is to provide Geographic Information Systems data to the casual user. Making GIS data available to casual users is very important. In many organizations the "non-GIS people" and/or novice computer users are the people who find the data to be most useful in carrying out their duties. Providing easy access to this information only improves the usefulness of the data and can save time and money for many types of organizations.

The GeoViewer approach to this objective is quite simple. We offer an easy-to-use, intuitive interface to Geographic Information Systems that provides the casual user with the ability to access the information they need with little or no formal training.

ESRI PLATFORM: This product is built on ArcGIS API for Flex with ArcGIS Server as the backend, which is configured to read the ArcSDE/SQL database. GeoViewer will ultimately allow you to access data for other aspects of your utility systems, such as Customer Service, Field Operations, Engineering, Finance, and any other enterprise data in which you wish to connect.

Attachment 1

The main objectives of the system include,

- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive water atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the water system service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, billing systems, linked image libraries, and other information associated with water system infrastructures.

GeoViewer was designed with the following assumptions in mind:

- Casual GIS users want fast, easy access to relevant information.
- Casual GIS users don't have the time or desire to learn about topology, Shapefiles, ARC/INFO, theories of GIS, etc.
- Casual GIS users don't want to have to add themes, assign colors, change theme properties, etc.
- Casual GIS users don't want to be bothered with the task of doing map composition. They would much rather have the ability to print their maps with a standardized template.
- Casual GIS users don't typically need to make large maps themselves and are perfectly happy printing an 8 1/2 by 11 map on a laser or ink jet printer. For the more advanced users, GeoViewer Online Supports multiple paper sizes that is only restriction is the clients printing device.
- The GeoViewer is a robust and easy to use Enterprise Geographic Information Interface. The GeoViewer is extremely flexible and can be tailored to any dataset.

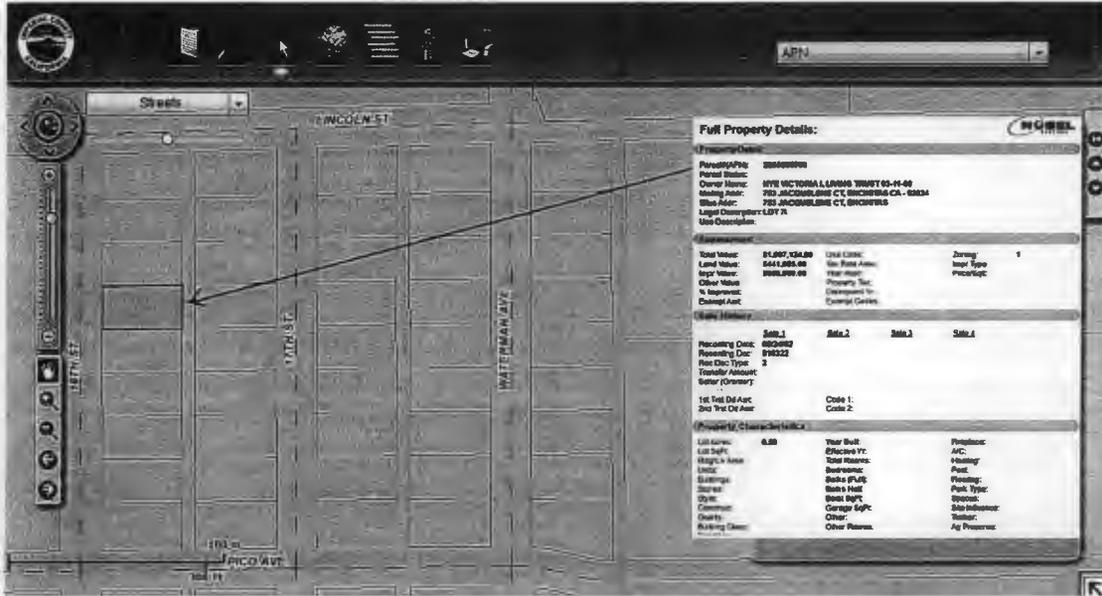
We at Nobel Systems strongly believe that the functionality provided by GeoViewer will satisfy the needs of the LBCWD. The list of features provided by GeoViewer includes but is not limited to:

Standard GeoViewer Features:

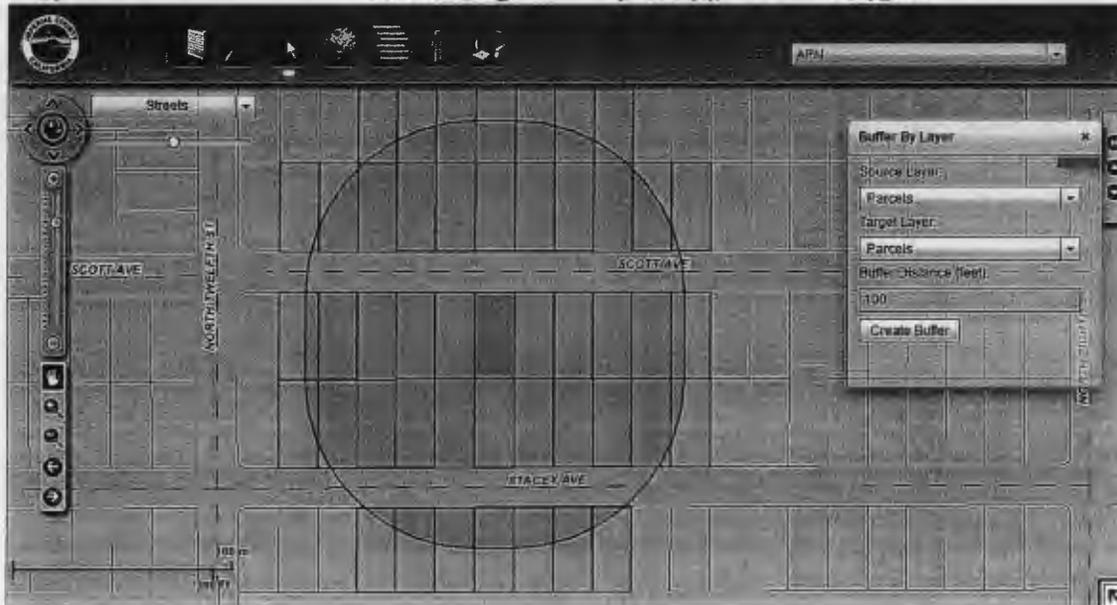
- Standard map navigation including pan, zoom in and zoom out, full extent
- Layer Legend Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and:
- Find features within a specified distance, and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases
- Hyperlink scanned documents to features for easy retrieval.

Attachment 1

Selecting Features and obtaining information about them:



Select by user-defined radial buffer surrounding selected parcel(s), box and Polygon:



Attachment 1

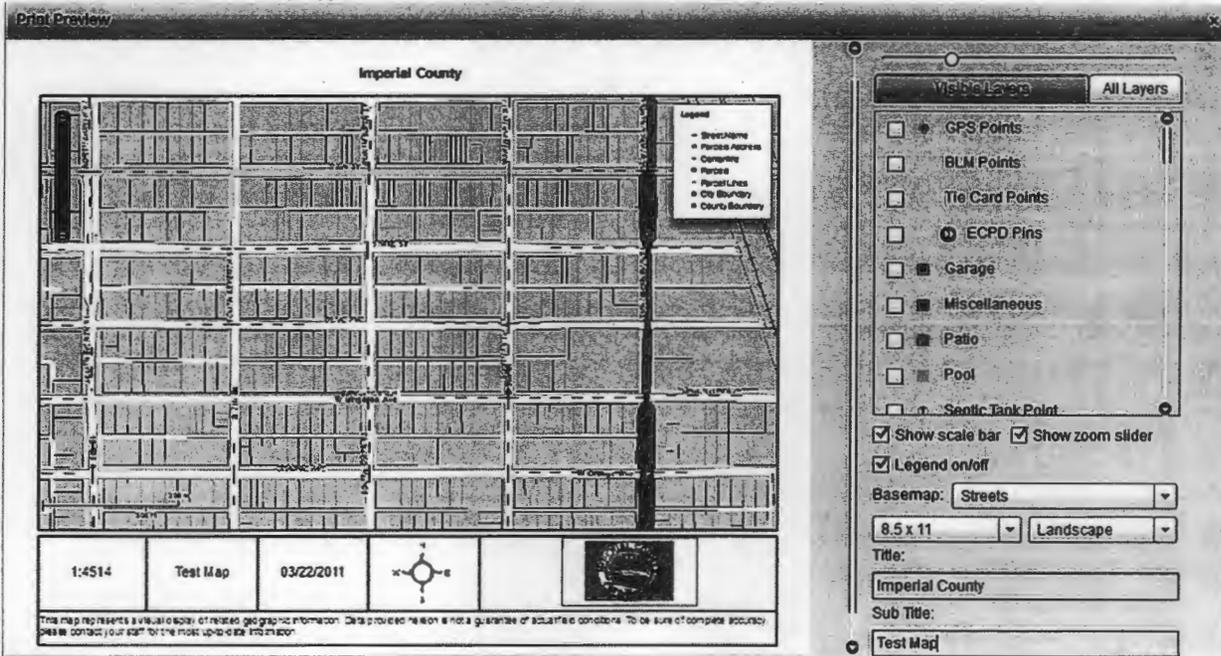
Search Mechanism:

- Property Search: Search by parcel number, situs address, owner name, street intersection, X & Y coordinates, Latitude & Longitude



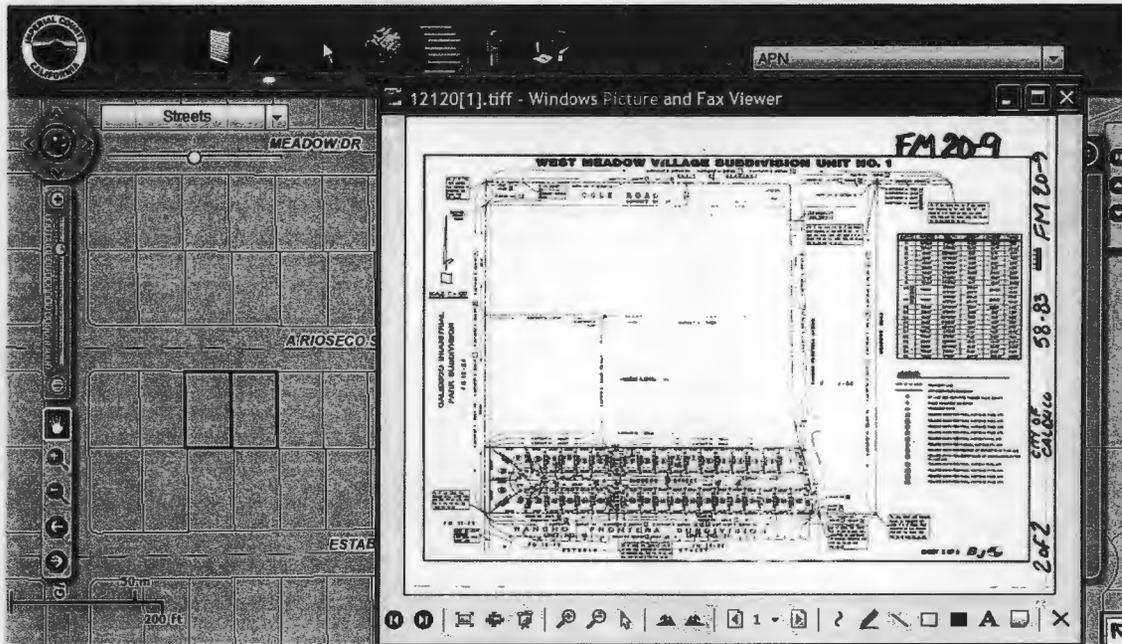
Printing Maps:

- Print maps using predefined templates containing title, scale, neat line, north arrow and disclaimer.
- Print map with standard printing options such as different orientations (portrait or landscape), various paper sizes.
- Add/Include basemap types such as Google Street View, Aerials etc.



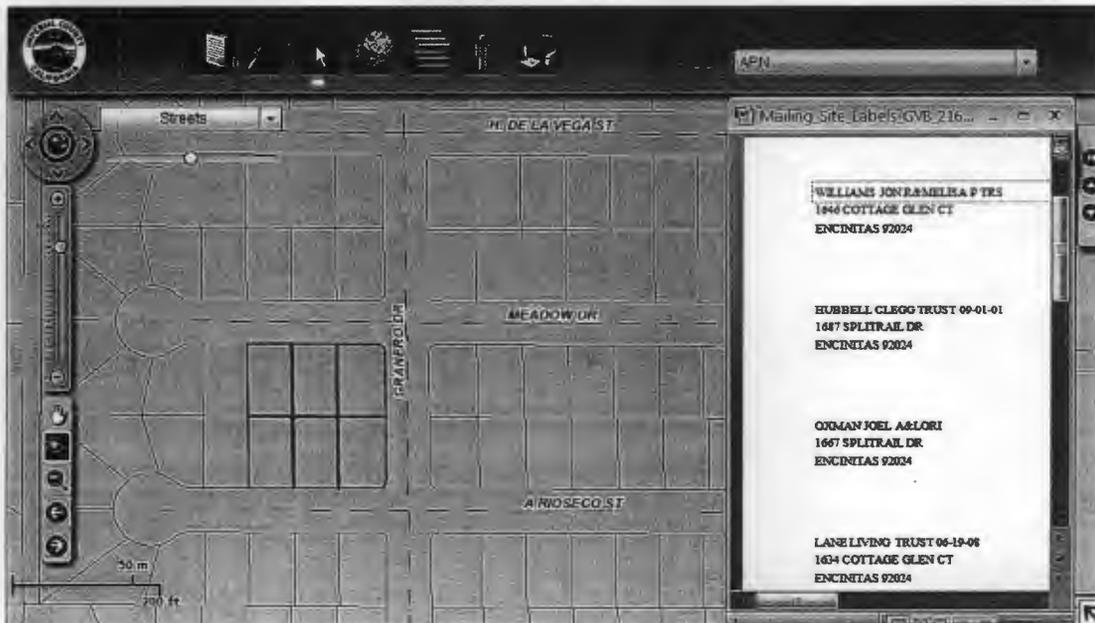
Attachment 1

Viewing Documents and Information behind maps:



Print Mailing Labels:

- Print Mailing labels (compatible to office product offerings from 3M, Avery and other label manufacturers)



Attachment 1

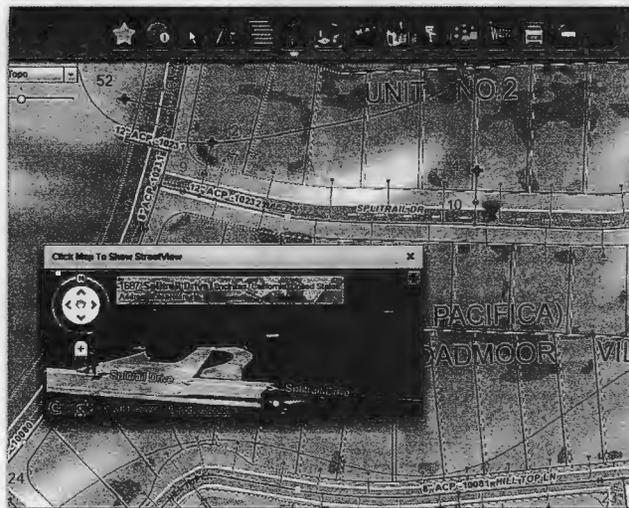
Valve Isolation:

- Isolate required system valves to be shutoff for maintenance and automatically generate mailing labels/phone notification lists



Google Street View Integration:

- Google Street View has been fully integrated into GeoViewer. There is no need to leave GeoViewer



COST PROPOSAL

FIXED COSTS

Project Setup.....\$4,000
Training.....\$2,000

RECURRING COSTS

Annual GeoViewer Online Hosting fee.....\$15,900 per year

Billing Rates

Project Manager.....\$150 per hour
Project Advisor.....No charge
Technical Manager.....\$150 per hour
Lead Software Architect.....\$130 per hour
Programmer.....\$100 per hour

Direct Costs will be billed per approved rates of the District

ATTACHMENT 2

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MOORPARK AND NOBEL SYSTEMS

This subscription and sublicense Agreement ("Agreement"), dated as of the _____ of _____, 2014, (~~"Effective Date"~~) is made and entered into by and between Nobel Systems, 436 East Vanderbilt Way, San Bernardino, CA 92408, a corporation ("NOBEL" and/or "CONSULTANT") and the City of Moorpark, a municipal corporation ("CITY").

NOBEL operates the NOBEL GeoViewer service and, pursuant to the terms of this Agreement, CITY is a subscriber to the NOBEL GeoViewer service. CITY understands that NOBEL licenses copyrighted content owned by NOBEL or purchased by NOBEL from various third parties. CITY also understands that, by being a subscriber, access and use of copyrighted content is subject to a license granted to NOBEL and a sublicense granted by NOBEL to CITY.

1. DEFINITIONS

1.1 "Contributor" is a third party that owns and/or licenses content and/or database(s) to NOBEL.

1.2 "Contributor Content/Database(s)" is Contributor-owned content and/or licensed content and/or databases(s) that have been licensed to NOBEL.

1.3 "Subscription Application" is and means a limited compilation of content that is derived from NOBEL's content and or databases, including computer software and/or data, material and information contained in the NOBEL GeoViewer website, and/or the Contributor Content/Database(s). The Subscription Application is viewable solely through authorized access and use of the NOBEL GeoViewer web site. The content of the Subscription Application is further limited by Exhibit C. The Subscription Application includes:

- a) "Visual Output" which is an electronically displayed adaptation of the Subscription Application obtained through authorized access and use of the NOBEL GeoViewer web site; and
- b) "Print Output" which is an electronically printed adaptation of the Visual Output obtained through authorized access and use of the NOBEL GeoViewer web site.

1.4 "Authorized User" is an employee or agent of CITY that has been authorized by NOBEL to access and use the Subscription Applications except for the GeoViewer application wherein an Authorized User may be any person of the general public that is allowed access by the CITY.

1.5 "Purpose" is the non-commercial access and use of the Subscription Application for the City's normal internal municipal activities by an Authorized User, subject to the terms of this Agreement.

2. COPYRIGHTS & LICENSING

The copyright and licensing rights and obligations are attached hereto as Exhibit C and incorporated herein by this reference.

3. SUBSCRIPTION & LICENSE FEES

3.1 Subscription and License Fees. In consideration of a subscription to the NOBEL GeoViewer service and the license granted in Exhibit C, City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit D for the total term of the Agreement unless additional payment is approved in writing as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees.

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

3.2 Failure to Pay. If CITY does not pay the invoiced amount to NOBEL within sixty (60) days of its due date, NOBEL reserves the right to suspend access and use of the NOBEL GeoViewer service by CITY, until the CITY brings its account current. All payments will be applied against the oldest outstanding invoices, charges or fees first, regardless of what may be noted on CITY's actual payment. If CITY's access and use is terminated or suspended due to non-payment or non-compliance, CITY shall nonetheless still be responsible for any fees as set forth in this Agreement.

3.3 Fees by City. CITY agrees to not charge fees for the Print Output(s) unless the fees are for the sole non-profit purpose of recouping costs pursuant to CITY's normal business activities.

4. NOBEL'S PROVISION OF SERVICES: SUPPORT, UPDATES & ERRORS

4.1 Access to the Subscription Application. NOBEL will deliver the application and make the Subscription Application accessible to CITY through the website by the Initial

Delivery Dates set forth in Exhibit A, Exhibit D and Exhibit E and incorporated herein by this reference which detail the deliverables and related scheduling.

4.2 Installation Responsibilities. CITY agrees to be responsible for obtaining a compatible web browser, such as Microsoft™ Internet Explorer™ to access and use the website and the Subscription Application.

4.3 Technical Support. NOBEL will provide telephone and email technical support from the hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time (PST), Monday through Friday.

4.4 Errors or Omissions in the Contributor Content. CITY may identify errors or omissions in the Contributor Content to NOBEL. NOBEL is not responsible for correcting errors or omissions; however, NOBEL will forward any written claims of errors or omissions to the Contributor(s), and will notify CITY as to Contributor's course of action.

5. WARRANTY & LIMITATION OF LIABILITY

5.1 No Warranties. NOBEL and its Contributors make no expressed or implied warranties, including but not limited to any warranty of design, merchantability, and fitness for a particular purpose, or against infringement and no NOBEL agents are authorized to alter this provision in writing or otherwise. NOBEL and its Contributors make no representation or warranties that the Subscription Application is accurate and free of errors and/or omissions. As such the parties specifically do not consider the Subscription Application to be suitable so as to be reliable for use in emergencies. NOBEL provides and the CITY accepts the Subscription Application on an "as is", "as available" basis and NOBEL and each Contributor expressly disclaim all warranties, including the warranties of merchantability, design, and fitness for a particular purpose.

5.2 Limitation of Liability. NOBEL and its Contributors shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the website, Subscription Application, Visual Output(s), and Print Output(s) or any materials available or not included therein, (b) the unavailability or interruption of access to the website, Subscription Application, Visual Output(s), and Print Output(s) or any features thereof or any materials, (c) CITY's use of the website, Subscription Application, Visual Output(s), and Print Output(s) (regardless of whether CITY received any assistance from NOBEL in using the service), (d) CITY's use of any equipment in connection with accessing the website, (e) the content of the website, Subscription Application, Visual Output(s), and/or Print Output(s), (f) any delay or failure in performance beyond the reasonable control of NOBEL, any irregularities with the Exhibit C copyright and licensing. Furthermore, NOBEL and its Contributors are not liable to the CITY for any damages resulting from a violation of this Agreement or the provision of services articulated herein except as provided as follows: The aggregate and maximum liability of NOBEL and its Contributors, combined in connection with any claim arising out of or relating to this Agreement (including but not limited to the Section

5 warranty), arising out of or relating to the CITY's subscription, and/or arising out of or relating to the CITY's use of the web site, Subscription Application, Visual Output(s), and Print Output(s) shall be limited to a refund of 12 months of fees and taxes paid by CITY to NOBEL pursuant to Section 3 and Exhibit D. NOBEL and its Contributors shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with CITY's use of the website, Subscription Application, Visual Output(s), and Print Output(s), or the failure of NOBEL to perform its obligations, regardless of any negligence alleged.

5.3 Indemnification and hold harmless. Consultant shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

6. DURATION OF AGREEMENT & TERMINATION

6.1 Term of Agreement. This Agreement is effective upon the Effective Date, and will continue in effect until the end of the term specified in Exhibit D and the Agreement may be renewed by the mutual written consent of NOBEL and CITY.

6.2 Termination. This Agreement may be terminated or suspended with or without cause by CITY at any time with no less than thirty (30) days written notice of such termination or suspension. In the event of such termination or suspension, CITY shall be refunded the unused portion of the prepaid Subscription Application fees. Such refund shall be prorated as to the percentage of unused time of the prepaid period. CONSULTANT may terminate or suspend this Agreement only by providing CITY with written notice no less than sixty (60) days in advance of such termination. In the event of such termination or suspension, CONSULTANT shall be compensated for such services up to the date of termination or suspension. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination or suspension.

6.3 Obligations on Expiration or Termination. The license to access and use the Subscription Application, including the rights listed in Exhibit C, are immediately revoked upon expiration or termination of this Agreement.

6.4 Obligation to Return Material and Data. With respect to CITY work material, work product and/or data supplied to NOBEL that is not the subject of a separate agreement, NOBEL will return said documents and/or data at the time of 1) termination of this Agreement or 2) conclusion of all work. Any word processing computer files provided to CITY shall use Windows compatible, Microsoft™ Word for Windows™ software.

7. ADDITIONAL PROVISIONS

7.1 Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assign.

7.2 Independent CONSULTANT. CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing

services hereunder.

7.3 Insurance. CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and by this reference made part of this Agreement.

7.4 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect so long as the intent of this Agreement and the rights and obligation of the parties are not materially changed.

7.5 Preparation of Agreement. No provision in this Agreement shall be interpreted for or against a party because that party drafted that provision. The header descriptions and boxes contained herein are descriptive only and not a part of the contract.

7.6 Entire Understanding. Each of the parties hereto acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representations or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce them to execute this Agreement in reliance upon any such promise, representation or warranty not contained herein. All prior discussions, negotiations, promises, and agreements are superseded by this Agreement. This Agreement shall not be modified, amended, or supplemented and no provision of the Agreement shall be waived, except by an agreement in writing signed by all parties.

7.7 Consent to Violation Not Waiver. A waiver by any party of a default or violation is not a waiver of any provision of this Agreement, or of any subsequent default or violation.

7.8 Governing Law & Arbitration. This Agreement shall be construed in accordance with, and all disputes arising there under or related thereto shall be governed by, the laws of the State of California, without regard to its conflict of laws principles. The parties agree that all disputes arising out of or related to this Agreement (including but not limited to arising out of or relating to the CITY's subscription, and/or arising out of or relating to the CITY's use of the website, Subscription Application, Visual Output(s), and Print Output(s)) will be subject to binding arbitration. The arbitrator selection and conduct of the arbitration will be pursuant to the rules and procedures of the American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be in Ventura County, California and judgment on the award may be entered in any court having jurisdiction thereof.

7.9 Notice. Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Michael Samuel - President
Nobel Systems, Inc.
436 East Vanderbilt Way
San Bernardino, California 92408

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

By the signatures below, the parties agree to the terms contained herein. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. This Agreement is effective as of the Effective Date.

CITY OF MOORPARK:

NOBEL SYSTEMS:

By: _____
Steven Kueny
City Manager

By: _____
Michael Samuel
President

ATTEST:

By: _____
Maureen Benson
City Clerk

- Exhibit A: Scope of Services
- Exhibit B: Insurance Requirements
- Exhibit C: Licensing
- Exhibit D: Subscription License Fees
- Exhibit E: NOBEL Delivery Responsibilities

EXHIBIT A

Scope of Services

The Scope of Services defined below identifies the services that CONSULTANT will provide to the CITY in conjunction with the Agreement:

I. Application Subscriptions

1. CONSULTANT will provide CITY with access to the GeoViewer service via the Internet on a 24-hour basis.
2. CONSULTANT will provide CITY with GeoViewer service access to an unlimited number of Authorized Users (as defined in the Agreement) via a secure Internet protocol (the "Internet").
3. CONSULTANT will provide CITY with access to the GeoViewer Public service via the Internet on a 24-hour basis. GeoViewer Public service is an Internet-based service providing public, non-confidential property and tax data to the general public via any computer at any location connected to the Internet via a hyperlink through the CITY's website.
4. CONSULTANT will provide CITY with GeoViewer Mobile Application to be installed on an unlimited number of Authorized Users devices (as defined in the Agreement) and used via a secure Internet protocol (the "Internet").

II. Data Services

1. In conjunction with the GeoViewer and GeoViewer Public services, CONSULTANT will provide access via the Subscription Application to the current related data for the City of Moorpark and State of California: Ventura County areas. This data will include the following elements: aerial imagery, street centerlines, parcel landbase, property tax records (including ongoing updates to these data elements), and Moorpark Agency data.
2. CONSULTANT will provide an additional "premium layer" consisting of the raster tax maps for the City of Moorpark and Ventura County.

III. Client Services

1. CONSULTANT will provide a GeoViewer Service Bundle. The GeoViewer Services Bundle includes training services, for employees or agents of the CITY. Two initial sessions will be conducted in-person at 799 Moorpark Ave., Moorpark, CA 93021 and additional sessions will be conducted over the Internet via CONSULTANT's standard "WebEx" sessions on "as needed" basis at no cost.
2. CITY may request an addition or changes to the current related data for the City of Moorpark. Such requests shall be considered as an optional service and are listed in Exhibit D.

EXHIBIT B

Insurance Requirements

Prior to the beginning of and throughout the duration of Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, CONSULTANT agrees to amend, supplement, or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

CONSULTANT shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate or \$2,000,000 provided via umbrella coverage.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by CONSULTANT

CONSULTANT and the City agree to the *following* with respect to insurance provided by CONSULTANT:

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. CONSULTANT also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right to subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against the CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the CITY or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the CITY and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the CITY, as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the CITY's protection without the CITY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the CITY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide thirty (30) days' notice to the City of any cancellation or reduction of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording

stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate. In the event that the insurer cannot comply with the 30 day notification requirement, the CONSULTANT agrees to provide 30 days’ notice to CITY of any cancellation or change of coverage.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by CONSULTANT or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the CITY.
10. CONSULTANT agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by CONSULTANT, provide the same minimum insurance required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to CITY for review.
11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the CITY. If CONSULTANT’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. At that time, the CITY shall review options with the CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The CITY reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY will negotiate additional compensation proportional to the increased benefit to the CITY.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-compliance with an insurance

requirement in no way imposes any additional obligations to the CITY nor does it waive any rights hereunder in this or any other regard.

15. CONSULTANT will renew the required coverage annually as long as the CITY, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the CITY executes a written statement to that effect.
16. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the CITY within five (5) days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of CONSULTANT under this Agreement. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to the CITY, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the CITY or CONSULTANT for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the CITY. It is not the intent of the CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the CITY for payment of premiums or other amounts with respect thereto.

22. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. The CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the CITY.

EXHIBIT C

Licensing

1. Ownership. CITY understands that the website, System Application, Visual Output(s), and Print Output(s) in any form are the intellectual property of NOBEL and/or the Contributor(s).
2. Preservation of Notices. CITY agrees to include, and will not remove or obscure, any copyright, trademark, patent, or other notices appearing on the website, System Application, Visual Output(s), or Print Output(s).
3. Trade Secrets and Confidential Information. CITY also understands that the website, Subscription Application, Visual Output(s), and Print Output(s) are based on and include proprietary trade secrets and confidential information of NOBEL and/or the Contributor(s). CITY will not modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the NOBEL GeoViewer web site, Subscription Application, Visual Output(s), or Print Output(s). To the extent allowed by law, CITY will treat the NOBEL GeoViewer web site, Subscription Application, Visual Output(s), or Print Output(s) with at least the same degree of care (and no less than a reasonable degree of care) as that which it treats its own trade secrets and confidential information.
4. U.S. Database Protection Legislation. If the United States adopts database protection legislation, its provisions will be applicable to the terms of this Agreement.
5. Grant of license. NOBEL grants to CITY, subject to the terms of this Agreement, a non-exclusive, non-transferable, and non-assignable license to access and use the Subscription Application for a Purpose by an Authorized User.
6. Scope of license. CITY agrees and understands that the license granted is solely to access and use the Subscription Application as set out in Section 1.3.
7. Rights Reserved by NOBEL. NOBEL reserves all other rights to itself.
8. New Use. CITY agrees that any other use of any content contained on the website is strictly prohibited. Any improvements or future methods or means of accessing or using the Subscription Application are expressly reserved to NOBEL. CITY further agrees that only individuals authorized by the subscribing organization may access and use the website.
9. Infringement & Propriety of Use. Except as specifically provided herein, CITY agrees not to use the Subscription Application, Visual Output(s), or Print Output(s) in any fashion that infringes the copyrights or proprietary interests set forth in this Agreement. CITY further agrees not to use the information contained

in the Subscription Application, Visual Output(s), or Print Output(s) in any fashion or manner that is precluded by or violates any federal or state law or federal or state regulation. CITY acknowledges that the Software Application may be subject to U.S. export jurisdiction. CITY agrees to comply with all applicable international and national laws that apply to the Software Application, as well as end-user, end-use, and destination restrictions issued by U.S., state or other governments. CITY may not use the Subscription Application in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of the Subscription Application. CITY may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the Subscription Application.

10. Consent to Use of Data. CITY agrees that NOBEL may collect and use technical information gathered as part of the product support services provided to CITY under this Agreement. NOBEL may use this information solely to improve their products or to provide customized services or technologies to CITY.
11. Ownership. CITY agrees that any works commissioned or undertaken by NOBEL pursuant to this Agreement shall be and remain the property of NOBEL.
12. Injunctive Relief. CITY acknowledges that its use of the Subscription Application for a use not specifically provided for in this Agreement, specifically this Section 2, NOBEL and its Contributors will not have an adequate remedy in money or damages. As such, should CITY misuse the Subscription Application, NOBEL and its Contributors shall have the right to seek injunctive relief against CITY to cease the misuse of the Subscription Application.

EXHIBIT D

Subscription License Fees

Subscription License Fees:		
GeoViewer, GeoViewer Public and GeoViewer Mobile	\$15,900	Per Year
Term:	3	Years
Payment Schedule:	\$15,900	Annual Payment - Due on _____, 2014
Payment Schedule:	\$15,900	Annual Payment - Due on _____, 2015
Payment Schedule:	\$15,900	Annual Payment - Due on _____, 2016
Payment Terms		Net 30
Fixed (one time) Costs - Year One:		
Import CITY provided data into GeoViewer Platform (Project Setup)	\$4,000	Upon implementation
Training	\$2,000	Upon completion

Billing Rates for Optional Services

Subscription License Fees:		
Project Manager	\$150.00	Per Hour
Technical Manager	\$150.00	Per Hour
Lead Software Architect	\$130.00	Per Hour
Programmer	\$100.00	Per Hour
Project Advisor	\$0.00	Per Hour
Payment Terms		Net 30

NOTES:

A. All applicable Subscription License Fees, Data Services Fees and Client Services Fees shall be invoiced annually, as noted above. All Optional Services fees shall be invoiced monthly in the month following the period the service was rendered.

B. All invoices are due upon receipt and are payable in accordance with the payment schedule noted above. Any invoice not paid within thirty (30) days of its scheduled payment date shall be considered past due.

C. Term expires _____, 2017.

EXHIBIT E

NOBEL Delivery Responsibilities

Note: Any references to Nobel delivery responsibilities contained elsewhere in this Agreement are for informational purposes only. This Exhibit E controls Nobel delivery responsibilities.

Application Subscriptions

Product Name	Quantity	Deliveries
GeoViewer Application Subscription, GeoViewer Public Application Subscription and GeoViewer Mobile	Unlimited Users	Within one (1) day from Agreement execution

Data Services

Product Name	Quantity	Deliveries
State of California: Ventura County – includes Aerials, Street Centerlines, Parcel Landbase, Property Tax Records and Premium Layer: Raster Tax Maps	1 County	Within one (1) day from Agreement execution

Client Services

Product Name	Quantity	Deliveries
GeoViewer Services Bundle	1	Commence within three (3) days from Agreement execution
Import CITY provided data into GeoViewer (ECW or MrSID format)	1	As requested, subject to mutual agreement by the parties
Import CITY provided data into GeoViewer (JPEG or TIF format)	1	As requested, subject to mutual agreement by the parties
Import CITY provided layers into GeoViewer	1	As requested, subject to mutual agreement by the parties