

GIS HOSTING AND SERVICES AGREEMENT

THIS GIS HOSTING AND SERVICES AGREEMENT (“Agreement”) is executed this day _____ of _____ 2014, between the **City of Gahanna, Ohio (“City”)**, an Ohio Municipal Corporation with a principal place of business located at 200 South Hamilton Road, Gahanna, OH 43230 and the **City of Whitehall, Ohio (“User”)** an Ohio Municipal Corporation with a principal place of business located at 360 South Yearling Road, Whitehall, OH 43213, (collectively the **“Parties”**)

WITNESSETH:

WHEREAS, City of Gahanna (hereinafter “Seller”) and City of Whitehall (hereinafter “Whitehall”) wish to enter into an agreement for the provision of Geographic Information Services (GIS) including Hosting, data storage, technical services and web applications. This agreement is intended to observe the terms on which the associated costs will be assessed;

WHEREAS, Gahanna has made a significant investment into its own GIS capabilities and has the ability to perform the services herein described;

WHEREAS, Whitehall wishes to engage Gahanna for the performance of said services in the best interest of their citizens and our region;

NOW THEREFORE, the parties agree as follows;

1. **Agreement Between the Parties.** Gahanna will provide GIS Services in the following manner:
 - a. Initial Web Application creation and setup
 - b. Initial Geodatabase design and implementation
 - c. Initial meeting with Whitehall staff
 - d. Staff Training on the online mapping application
 - e. Web Hosting
 - f. GIS Server and Software services
 - g. Hosting Whitehall GIS Data
 - h. 10 hours of Technical Assistance per month
 - i. Monthly updates of Franklin County Parcel Data, Street Centerlines and Address Points
 - j. Gahanna will provide General day-to-day system hardware and software administration, maintenance, and support
 - k. First-line troubleshooting and assessment of problems (including servers, network, power, UPS, etc.) with notification regarding cause and resolution of problems.
 - l. A minimum of 24-hour advance notice/warning for routine server maintenance or downtime, to be scheduled in consultation with Whitehall

2. **Service Description**

Gahanna will deliver dynamic maps, spatial content, and spatial analysis via the Internet. GIS will help to enhance decision support, integrating data from a variety of sources to be analyzed spatially with the results presented in the form of a map.

3. **Hosting Benefits**

Cost-savings - Whitehall will save money by not having to incur additional expenses for personnel and equipment associated with creating, monitoring and maintaining GIS services.

Efficiency - This service delivers the service in a manner that requires fewer resources (i.e. cost, labor, time, etc.) to meet the operational demands of supporting a GIS System.

Support - Service support will be provided by a Gahanna staff member that is skilled and experienced in planning and provisioning, as well as maintenance and troubleshooting GIS services.

4. **Reimbursement of Expenses to Gahanna:**

a. \$1,500/month

b. \$30/hour for Additional Geodatabase design, web application creation, and miscellaneous services.

GENERAL PROVISIONS

1. **Co-Term of Software Licensing.** This agreement is predicated on the same licensing terms as GIS Software through Environmental Systems Research Institute (ESRI). If Whitehall terminates this agreement prior to the end of the stated termination, Whitehall will be responsible for paying their own costs to ESRI.

2. **Data Coordination.** GIS Data. Whitehall shall permit Gahanna to copy, or have access to , all data that is necessary to fulfill this contract including but not limited to: parcel information, tax information and geographic datasets.

3. **Disclaimer.** Gahanna does not guarantee the accuracy, current status, or completeness of the GIS data being maintained, assembled, or provide pursuant to this agreement. Gahanna is not responsible for any misuse or misrepresentation of this information or its derivatives. In no event shall Gahanna become liable to users of this data for any loss arising from the use or misuse of the data or maps accessible pursuant to this agreement. Accessible data is not intended for, nor should it be used for, legal or survey purposes.

4. **Indemnification.** Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, and agents in carrying out the terms of this agreement and the results thereof, to the extent authorized by law, and shall not be responsible for the acts and/or omissions of the other party and the results thereof. Each party

shall fully indemnify and hold harmless the other against all claims, losses, damages, liability, suits, judgements, costs and expenses incurred by the other by reason of any act or omission of the party, its officials, employees, and agents in the performance of the obligations under this agreement.

5. **Employees Performaing Services.** Gahanna personnel performing services under this agreement shall be considered employees of Gahanna at all times and for all purposes.
6. **Termination of Agreement.** Either party may terminate this Agreement at any time, with or without cause, upon 90 days of written notice to the other party. Termination of this agreement will result in Whitehall storing, maintaining, and backing up website applications and all datasets. Gahanna will destroy all copies of Whitehall data after transfer.
7. **Force Majeure.** Neither party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; national emergencies; insurrections; riots, wars; or strikes, lockouts, work stoppages or other labor difficulties.
8. **Governing Law and Venue.** Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City of Gahanna, as amended, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Franklin County, Ohio
9. **Waiver of Terms.** No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.
10. **Severability.** In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

11. **Oral Modifications Not Binding.** This instrument is the entire agreement between Whitehall and Gahanna. Oral changes have no effect. It may be altered only by written agreement of the parties. This is not intended to pertain to operational decisions necessary to perform the work.
12. **Assignment.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.
13. **Compliance with Law.** Each Party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.
14. **Agreement Expiration.** This agreement will remain in full effect through December 31, 2014, unless terminated at an earlier date as outlined in item 6 listed above.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective the day and year first above written:

USER:

City of Whitehall, an Ohio Municipal Corporation

Signature: _____

By: Kim Maggard

Its: Mayor

CITY:

City of Gahanna, an Ohio Municipal Corporation

Signature: _____

By: Rebecca Stinchcomb

Its: Mayor

Approved As To Form:

Law Director, City of Gahanna, Ohio.