



# City of Palo Alto

## City Council Staff Report

(ID # 5745)

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**Report Type: Consent Calendar**

**Meeting Date: 6/29/2015**

**Summary Title: GIS 3-year contract**

**Title: Approval of a Three-Year Contract No. C15159248 With Geodesy for Maintenance, Support and Professional Services for the City's Geographic Information System (GIS) in the Amount of \$195,000 Per Year**

**From: City Manager**

**Lead Department: IT Department**

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or his designee to execute the attached agreement in the amount of \$195,000 annually with Geodesy for a three-year term (July 1, 2015 – June 30, 2018) for maintenance, support and consulting services for the City's Geographic Information System (GIS). Cost for additional years will be predicated on actual scope of services required and will not exceed \$195,000 annually.

### **Executive Summary**

The citywide Geographic Information System (GIS) solution consists of a framework of geographic information, software applications, an information network, and a management structure providing GIS information to all users. The GIS solution supports all departments and mission critical departmental business processes which includes Utilities, Police, Fire, and the Office of Emergency Services. Geodesy's unique understanding of the City's specialized existing GIS system and experience in developing GIS applications for the City make it necessary to render the award as a sole source contract. City's GIS software environment also makes it necessary to render the award as a contract exempted from solicitation. A solicitation would be impractical at this time where any resulting award to other than the incumbent (Geodesy) would cause substantial financial loss and risk substantial delay/ disruption and potential inferior results to delivering a public service. Ref. PAMC 2.30.360(b)(2).

## **Background**

Geodesy is a GIS consulting company that has been instrumental in the development of Palo Alto's GIS and related applications for over 20 years. Council previously approved a five-year contract with Geodesy for maintenance and support, and professional services (C12141134) which is set to expire on June 30, 2015.

The GIS is an integral part of the city's day-to-day operations, combining digital maps with linked databases to support the inventory, management, analysis, and display of geographic information important to the many departments at the City of Palo Alto. It allows the access to and maintenance of all the departments' GIS infrastructure data through PC's, Tablets, and phones over the web or through specific applications.

Departments and divisions are responsible for maintaining information they originate or are mandated to oversee; however, information that is common to all users, referred to as the foundation basemap, is maintained only by the City's GIS team, which consists of one full-time City employee supported by the Geodesy consultants. The accuracy and currency of the foundation basemap is essential to all other elements of the system and requires specialized geospatial knowledge and skill to maintain. For these reasons, the Information Technology department is requesting continued support be provided by Geodesy to help meet the software enhancement needs and basemap data needs of the GIS.

The current system is scheduled for a full evaluation in Fiscal Year 2016 to assess how it aligns with the future GIS needs of the City. Any transition to a new system that may occur based on the assessment would require at least two years, and could terminate this recommended 3-year contract prior to its expiration.

## **Discussion**

The following tasks will be performed by Geodesy in support of the City's GIS needs for fiscal years 2016 – 2018. This work plan will include but is not limited to the following tasks on an as-needed basis. Service requests will be initiated by the GIS manager from the approved GIS Steering Committee projects with estimated efforts.

1. Standard software maintenance and support: \$45,000 per year
2. Software enhancement based on Projects approved by the GIS Steering Committee, and Data Support work: \$150,000 per year. This can include:

- Analyze and design GIS data exchange with surrounding jurisdictions, including cities, counties, public utilities, and Stanford University. Update foundation basemap as appropriate with this information.
- Analyze and update foundation basemap data to meet new requirements from City staff, other public agencies, and the public.
- Acquire and analyze quarterly updates of Santa Clara County (SCC) Recorder's office map documents. Tasks include: identifying areas affecting Palo Alto's foundation basemap, editing all cadastral data impacted by information on these documents (i.e. parcel lines, subdivisions, parcel maps, certificates of compliance, easements, etc.) by using distance and bearing methods within the Encompass Traverse tool set, and linking all relevant documents to appropriate features in the foundation basemap by using GIS-based document management functionality.
- Acquire and analyze quarterly updates of the Santa Clara County Assessor's office parcel rolls for Palo Alto. Tasks include: comparing these listings with the GIS data to identify changes in cadastral data affecting the foundation basemap and reconciling these changes and making edits as necessary by using the tools and techniques described previously.
- Work with City's Real Property staff to review archives of consummated transaction files. Identify cadastral data changes made by those transactions (i.e. easement deeds, right-of-way transfers, etc.) edit the GIS foundation basemap to reflect these changes and link a digital copy of the file together with other relevant documents to the affected parcels in the GIS.
- Conceive, create and update GIS training exercises, using both PowerPoint and Video-based (Camtasia) software for exercises linked to GIS applications.
- Assist GIS staff in teaching in-house training classes on GIS applications, demonstrating all functionality of Encompass software in the context of Palo Alto's operations.
- Perform other data tasks as assigned by the City's GIS Manager as approved by the GIS Steering Committee.

## **Resource Impact**

The funds for the payment of this contract for Fiscal Year 2016 were budgeted within

the Information Technology Fund as part of the Fiscal Year 2016 Proposed Operating Budget. For Fiscal Year 2017 and Fiscal Year 2018, the cost for the contract will be subject to the City Council annual appropriation of funds.

### **Environmental Review**

Approval of this agreement does not constitute a project under the California Environmental Quality Act (CEQA); therefore, no environmental assessment is required.

**Attachments:**

- Contract C15159248 Geodesy (PDF)

**CITY OF PALO ALTO CONTRACT NO. C15159248  
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND GEODESY**

**FOR PROFESSIONAL SERVICES**

**“Maintain the GIS Database”**

This Agreement is entered into on this 1st day of July, 2015, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and GEODESY, a Partnership, located at 55 New Montgomery Street, Suite 601, San Francisco, CA 94105, Tel: (415) 677-8750 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to maintain the GIS database (“Project”) and desires to engage a consultant to provide maintenance and support of the Encompass GIS software applications and components used by the City of Palo Alto, as well as software development, data support, training and staff support services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through June 30, 2018 unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified

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in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and expenses, shall not exceed One Hundred Ninety-five Thousand Dollars (\$195,000.00) per fiscal year. In the event Additional Services are authorized, the total compensation for Services, Additional Services and expenses shall not exceed One Hundred Ninety-five Thousand Dollars (\$195,00.00) per fiscal year. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of

and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** This Section is not applicable.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.**

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Chip Eitzel as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Jean-Paul Lavoie and Dave Matson as the project staff to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY

finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is John Thayer, Information Technology Department, IT Project Services Division, 250 Hamilton Avenue, 2<sup>nd</sup> Floor, Palo Alto, CA 94303, and Telephone: (650) 617-3134. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all software and associated documentation developed under this Agreement shall be and remain the exclusive property of CONSULTANT. City is granted an unrestricted, perpetual, non-exclusive license to use these materials on any of the City's computers. This extends to outside government agencies where there are joint operations. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term,



covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

**SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

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19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director  
at the address of CONSULTANT recited above

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. NON-APPROPRIATION**

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 25. MISCELLANEOUS PROVISIONS.**

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO:**

**CONSULTANT: GEODESY**

\_\_\_\_\_  
City Manager  
(Required on contracts over \$85,000)  
Purchasing Manager  
(Required on contracts over \$25,000)  
Contracts Administrator  
(Required on contracts under \$25,000)

DocuSigned by:  
*Charles Eitzel*  
8B0EF2607D4F475...  
By: \_\_\_\_\_  
Name: Chip Eitzel  
Title: Partner

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Senior Asst. City Attorney  
(Required on Contracts over \$25,000)

**Attachments:**

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": HOURLY RATE SCHEDULE
- EXHIBIT "D": INSURANCE REQUIREMENTS

## **EXHIBIT “A” SCOPE OF SERVICES**

The following tasks will be performed by Geodesy in support of the City’s GIS needs for a period of three years (2015-2018).

- Task Item 1 is the annual GIS software maintenance agreement.
- Task Item 2 is for hourly services. Requests for services will be initiated by the GIS manager from the approved GIS Steering Committee projects with estimated efforts and schedules on case-by-case basis.

### **Task Item 1: Encompass Maintenance and Support**

This item provides for the maintenance and support of the Encompass GIS software applications and components used by Palo Alto.

The applications supported under this agreement were each previously developed by Geodesy and are each site-licensed to Palo Alto. The applications are:

- AccelaService mines permit data using web services provided by Accela and loads the mined data into the GIS.
- AME Metadata Sync extends FDM to identify and fix metadata differences between CPAU’s Autodesk AME and the City’s GIS.
- Avec interactively edits RDBMS-based map feature data either while connected to the master data server or while remotely editing data in the field.
- CompLoad installs and registers ActiveX components on any computer regardless of user privileges.
- ReconA supports mobile reporting to support emergency management and utilities field operations (operates on Android 3.0 and higher). ReconA works with a Recon server.
- DoxView displays previously scanned documents organized by department or address.
- Encompass Services provides an HTTP master web service which supports sub-services such as the Parcel Reporter.
- FDM provides a graphic user interface for editing the Feature Dictionary data.
- FeBulk mass-edits feature geometry and data (operates on an entire feature class).
- Flo manages Storm Water system data.
- Gedit provides map displays through web browsers using Google Fusion-based data.
- Gist provides general GIS viewing and analyses.
- Importer loads and geocodes data from external data sources such as Davey TreeKeeper.
- InDox indexes scanned documents into an address-based folder structure.
- InfraCat provides query and edit capabilities on GIS-based infrastructure data.
- MapView provides access to GIS data for casual users.
- NcAdmin provides data definition and replication tools to manage multiple GIS databases. Includes Google Fusion table replication.
- NcUpdate synchronizes data, metadata and software between servers and mobile units.

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- ParcelReporter creates parcel reports in batch and keeps them up-to-date when parcel or address features change.
- Pavement Manager manages and analyses pavement section data.
- Project Coordinator manages Public Works and Utilities project locations and flags possible opportunities for coordination.
- QC reports and corrects data errors in Encompass databases.
- Recon Service provides two-way data syncing for mobile platforms and external developers.
- SccAssessor extends Recon to load data from the Santa Clara County Assessor's office.
- Service! Allows the non-graphic entry of geocoded point data.
- Sync updates data between mobile client PCs and the GIS server when the client is connected to the network.
- SyncService updates data between GIS database instances as the data is edited.

Many of PC-based applications listed above use a number of Microsoft COM-based GIS components that are also site-licensed to Palo Alto:

- gxAdo, ADO Connection Manager
- gxAe, Attribute Editor
- gxAv, Application Variables Manager
- gxDi, DxfIn (to Blob) Translator
- gxDmNc, Draw Map Frames
- gxDo, DxfOut (from Blob) Translator
- gxDoxV, Dox Document Viewer
- gxEcw, Earth Resources ECW interface
- gxFcb, Feature Class Browser
- gxFd, Feature Dictionary
- gxFlt, View Entry Filter
- gxGctp, Map Projection library
- gxGe, Geometry Editor
- gxGc, Geocoder
- gxGdb, ESRI Geodatabase Translator
- gxGpc, Polygon Overlay library
- gxGps, Garmin GPS interface
- gxGrd, Grid control
- gxHlp, User Help control
- gxImg, Image Server
- gxKm, KeyMap
- gxKo, KmlOut
- gxLeg, Legend
- gxLib, Library
- gxMBP, MapBox PAGIS
- gxMtb, Map Toolbar
- gxMeNc, Nc Map Engine
- gxMLoc, Map Locator
- gxMmNc, ManyMap Map Layout tool
- gxMwNc, Nc Map Window Wrapper

- gxNm, NetMap interface
- gxParRep, Parcel Reporter
- gxPfo, Trimble PathFinder Office interface
- gxPm, Print Map
- gxQfl, Query Feature List
- gxQg, Query Grid
- gxQm, Query Manager
- gxQry, Query support library
- gxSe, Symbol Editor
- gxShp, Shape File / Blob Translator
- gxStb, Style Bar
- gxTvw, Treeview control
- gxUa, User Authorization
- gxVc, View Contents
- gxVm, View Manager
- gxVs, View Selector

The following .NET-based components are supported:

- Encompass.Args, centralizes function argument classes.
- Encompass.AttrEdit, edits feature attributes.
- Encompass.Common, general library function.
- Encompass.ControlGroup, displays a meta-defined panel for attribute editing.
- Encompass.Converter, Well Known Geometry for syncing with Topobase.
- Encompass.Db, database access and editing.
- Encompass.Document, retrieves related documents.
- Encompass.Edits, manages storing and tracking feature edits.
- Encompass.EsriDb, converts between ESRI geodatabase and Encompass formats.
- Encompass.Fd, feature dictionary meta data.
- Encompass.Feature, class definitions for graphic features.
- Encompass.Geometry, graphic manipulation methods.
- Encompass.Grid, displays and edits feature records.
- Encompass.Keymap, keymap pan and zoom UI control.
- Encompass.Location, processes locations for geocoding and zoom functions.
- Encompass.Log, creates and manages writing to log files.
- Encompass.MailLabels, generates mailing labels from parcel searches.
- Encompass.MapContents, describes map definitions.
- Encompass.Projections, converts coordinates between map projections.
- Encompass.Statics, container for shared meta data.
- Encompass.Styles, processes graphic display styles for feature display.
- Encompass.SyncDb, data sync for disconnected and mobile computers.
- Encompass.SyncFile, file sync for disconnected and mobile computers.
- Encompass.SyncUI, data sync UI control.
- Encompass.Tools, map tools for panning and zooming.
- Encompass.Vars, application variables.
- Encompass.ViewComtents, class definitions for the display of map contents.



The following ESRI ArcGIS 10.3 add-ins are also supported:

- AttrEditAg.esriAddIn, wraps AttrEdit.dll for ArcGIS
- KeymapAg.esriAddIn, wraps Keymap.dll for ArcGIS
- LocationAg.esriAddIn, wraps LocationUi.dll for ArcGIS
- MailLabelsAg.esriAddIn, wraps MailLabels.dll for ArcGIS

The services provided under this agreement are:

- Geodesy will provide telephone, e-mail, and periodic on-site support to Palo Alto's technical GIS staff for the applications and components listed above. Telephone and e-mail response will be provided by the end of the business day following the request unless otherwise previously arranged.
- Under this agreement, Geodesy will track Palo Alto's requests for enhancements to the supported applications and components. Geodesy will review these enhancements with Palo Alto to determine which to implement under this agreement.
- Most of the applications and components supported under this agreement are used at sites other than Palo Alto's. Enhancements made in these applications and components for other sites will be provided to Palo Alto under this agreement where applicable.
- Geodesy will store a backup copy of Palo Alto's GIS data at their offices in San Francisco upon request.

### **Site License**

Geodesy grants Palo Alto an unrestricted non-exclusive license to use the Encompass GIS on any of their computers. This software license extends to outside government agencies where there are joint operations. Direct support services to outside government agencies is not included under this maintenance agreement.

All third party software with the exception of ESRI's ArcObjects has been licensed by Geodesy under software developer agreements so that there are no per-seat runtime costs. ArcObjects is used for data conversion and must be licensed by Palo Alto directly from ESRI.

Palo Alto can request a copy of source code for their internal use only. Source code that has been modified by Palo Alto is not supported under this maintenance agreement.

### **Task Item 2: Consulting, Software Development, Data Support, Training and Staff Support Services**

Provide hourly services in response to requests by the GIS Steering Committee and with the approval of the City's GIS Manager and CIO. Projects under this scope will be described using IT's Project Proposal format. Each proposal will outline the work to be performed, the deliverables, and duration of the task.

Consulting Services included but not limited to:

- Software enhancements based on projects approved by the GIS Steering Committee.
- Analysis and design of GIS data exchange with surrounding jurisdictions, including cities, counties, public utilities, and Stanford University. Update foundation base map as appropriate with this information.
- Analysis and update foundation base map data to meet new requirements from city staff, other public agencies and the public.
- Acquisition and analysis of quarterly updates of Santa Clara County (SCC) Recorder's office map documents, tasks include, identifying areas affecting Palo Alto's foundation base map, editing all cadastral data impacted by information on these documents, i.e. parcel lines, subdivisions, parcel maps, certificates of compliance, easements, etc. by using distance and bearing methods within the Encompass Traverse tool set, and linking all relevant documents to appropriate features in the foundation base map by using GIS-based document management functionality.
- Acquisition and analysis of quarterly updates of the Santa Clara County Assessor's office of their most current parcel rolls for Palo Alto. Tasks include: comparing these listings with the GIS data to identify changes in cadastral data affecting the foundation base map and reconciling these changes and make edits as necessary by using the tools and techniques described previously.
- Work with City's Real Property staff to review (paper) archive of consummated transaction files. Identify cadastral data changes made by those transactions, i.e. easement deeds, right-of-way transfers, etc., edit the GIS foundation base map to reflect these changes and link a digital copy of the file together with other relevant documents to the affected parcels in the GIS.
- Conceive, create and update GIS training exercises, using both PowerPoint and Video-based (Camtasia) software for exercises linked to GIS applications.
- Assist GIS staff in teaching in-house training classes on GIS applications, demonstrating all functionality of Encompass software in the context of Palo Alto's operations.
- Perform other data tasks as assigned by the City's GIS Manager as approved by GIS Steering Committee.

**END OF SCOPE**

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete within the period specified below. CONSULTANT shall provide a detailed schedule of work consistent with the time period below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion from NTP
1. On-going Services	36 Months

## EXHIBIT "C" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation for Task Item #1 shall be a lump sum payment per fiscal year and compensation for Task Item #2 shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount the task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and expenses shall not exceed \$195,000 per fiscal year. CONSULTANT agrees to complete all Basic Services, including expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$195,000 per fiscal year. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including expenses, does not exceed \$195,000 and the total compensation for Additional Services does not exceed \$0.00 per fiscal year.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT (Per fiscal year)</b>
Task Item 1 (Encompass Maintenance and Support)	\$45,000
Task Item 2 (Consulting, Software Development, Data Support, Training and Staff Support Services)	\$150,000
Sub-total Basic Services	<b>\$195,000</b>
Reimbursable Expenses	\$0.00
Total Basic Services and Reimbursable expenses	\$195,000
Additional Services (Not to Exceed)	\$0.00
Maximum Total Compensation	<b>\$195,000</b>

### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: **None**

### **ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's project manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

**EXHIBIT “C-1”  
HOURLY RATE SCHEDULE**

Time will be billed on a monthly basis for Task Item #2 and for any approved Additional Services at the following rates:

<b><u>Consultant Staff</u></b>	<b><u>Rate</u></b>
• Chip Eitzel:	\$150/hour
• Jean-Paul Lavoie:	\$150/hour
• Dave Matson:	\$100/hour

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
		ALL DAMAGES		\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

Professional Services  
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B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**PURCHASING AND CONTRACT ADMINISTRATION  
CITY OF PALO ALTO  
P.O. BOX 10250  
PALO ALTO, CA 94303**

**EMAIL: [InsuranceCerts@CityofPaloAlto.org](mailto:InsuranceCerts@CityofPaloAlto.org)**