



TO: Mayor and Councilmembers

FROM: Charlie Ebeling, Public Works Director

CONTACT: Everett King, Environmental Services Coordinator

SUBJECT: Amendment No. 5 to Professional Services Agreement No. 2014-069 with ZWorld Geospatial Information Systems

RECOMMENDATIONS:

Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2014-069 with ZWorld Geospatial Information Systems for professional GIS mapping services in conjunction with the City's Stormwater Management Plan, increasing the maximum contract amount by \$10,000 for a total amount not-to-exceed \$42,000.

BACKGROUND:

The Public Works Department has contracted with ZWorld Geospatial Information Systems (ZWorld) to provide GIS mapping and field services in conjunction with the City's Stormwater Management Plan. Services include working with City staff on GIS data development, maintenance, mapping and application support for the City's storm drain atlas/sub-drainage mapping program.

DISCUSSION:

In 2014, ZWorld had submitted a proposal in response to a request for qualifications to the Public Works Department to provide GIS and mapping support services and was selected to assist the City with the continued development of its storm drain/sub-drainage atlas, following a review of a broader proposal. On June 26, 2014, the City Manager awarded a professional services agreement No. 2014-069 for an amount not-to-exceed \$10,000 to ZWorld Geospatial Information Systems, based upon qualifications, with a term ending June 20, 2015. On June 2, 2015 the City Manager executed Amendment No. 1 for an additional compensation amount of \$10,000 for a new total amount not-to-exceed \$20,000, and extending the term to June 30, 2016. On June 21, 2016, the City Manager executed Amendment No. 2 to extend the term to June 30, 2017. On July 31, 2017, the City Manager executed Amendment No. 3 to extend the term to June 30, 2018. Then on June 19, 2018, City Council authorized the City Manager to execute the

Amendment No. 4 for an additional compensation amount of \$10,000 for a new total amount not-to-exceed \$32,000, and to extend the term to June 30, 2019. The Public Works Department is pleased with the quality of professional services provided by ZWorld Geospatial Information Systems and recommends approval of the proposed Amendment No. 5 to the current contract increasing the contract amount by \$10,000 for a new total amount not-to-exceed \$42,000 in order to continue to provide GIS mapping services in conjunction with the City's Stormwater Management Plan. The term date will remain the same at June 30, 2019.

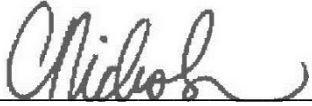
FISCAL IMPACTS:

The FY 2018-19 revised Budget includes sufficient funds to cover this contract amendment; therefore no additional appropriations are necessary. Funding for this amendment is supported by the Solid Waste Fund.


ALTERNATIVES:

The City Council may elect not to authorize this contract amendment and direct the Public Works Department to seek statements of qualifications and proposals from additional qualified firms. Doing so would cause a delay in the completion of the survey and mapping work associated with meeting the deadline for submitting the City's Alternative Compliance Plan to comply with the State Water Board's Trash Provision.


Reviewed By:


Carmen Nichols
Deputy City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 5 for ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services
2. ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services and Amendments No. 1 through 4 – Available online only

ATTACHMENT 1

Amendment No. 5 for ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This Amendment No. 5 to a Professional Services Agreement is made on this 16th day of October, 2018 between the **City of Goleta**, ("City") and **ZWorld Geospatial Information Systems**, a sole proprietorship, ("Consultant") dated June 26, 2014 ("Agreement", Agreement No. 2014-069).

RECITALS

WHEREAS, the Agreement with Consultant was entered into for the purpose of providing GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended by Amendment No. 1 on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

WHEREAS, the Agreement was amended by Amendment No. 2 on June 21, 2016 to extend the term to June 30, 2017; and

WHEREAS, the Agreement was amended by Amendment No. 3 on July 31, 2017 to extend the term to June 30, 2018; and

WHEREAS, the Agreement was amended by Amendment No. 4 on June 19, 2018 to add an additional \$12,000 in compensation and extend the term to June 30, 2019; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty-two thousand dollars (\$32,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) to continue to provide general GIS mapping services and support for stormwater and the City's stormdrain atlas, as they relate to implementing the State Water Board's Trash Amendment; and

WHEREAS, the City Council, on this 16th day of October, 2018, approved and authorized the City Manager to execute this Amendment No. 5.

AMENDED TERMS

Now therefore City and Consultant agree as follows that Agreement No. 2014-069 be, and hereby is, amended as follows:

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$42,000 (herein "not-to-exceed amount") and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until June 30, 2019, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not-to-exceed amount is the total compensation due Consultant for all work described under this Agreement.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

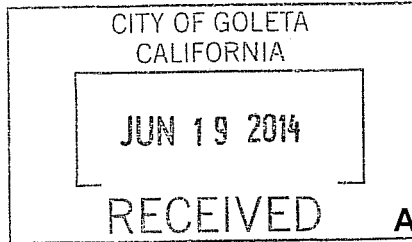
CONSULTANT



Zacharias Hunt, Owner

ATTACHMENT 2

ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional
Services and Amendments No. 1 through 4



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 26th day of June, 2014, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ZWORLD GEOSPATIAL INFORMATION SYSTEMS**, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was selected based upon its response to a Request for Qualifications, and his prior work for the City, recommended for award of this AGREEMENT by the Interim Director of Public Works; and

WHEREAS, the Public Works Director and the City's Purchasing Officer are authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is between \$10,000.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional GIS mapping services in conjunction with The City's Stormwater Management Plan. Services shall generally include working with City staff on GIS data development, maintenance, mapping and application support for the City's storm drain Atlas / Sub-drainage mapping program.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$10,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2015, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Everett King. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 20, 2015, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 365 calendar days following the notice to proceed.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Zacharias Hunt is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the

duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. 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 CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 30 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall

not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context,

the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Interim Public Works Director
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: ZWorld Geospatial Information Systems
Attention: Zacharias Hunt
27 West Anapamu Street, Suite 191
Santa Barbara, CA 93101
Phone: 805-448-1726

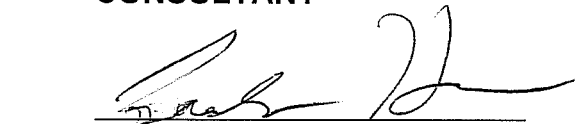
In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA



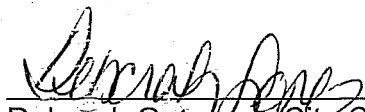
Rosemarie Gaglione,
Interim Public Works Director

CONSULTANT



Zacharias Hunt, Owner

ATTEST:



Deborah S. Lopez, City Clerk

APPROVED AS TO FORM



Tim W. Giles, City Attorney

**AMENDMENT No. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SERVICES**

This Amendment No. 1 ("Amendment") to a Professional Service Agreement is made this 2nd day of June, 2015 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ten thousand dollars (\$10,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) for additional GIS mapping services in conjunction with the City's Stormwater Management Plan; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 20, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2016; and

WHEREAS, the City Manager, approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 2nd day of June, 2015.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$20,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant

until June 30, 2016, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety:


The term of this Agreement is from the date first written above to June 30, 2016, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

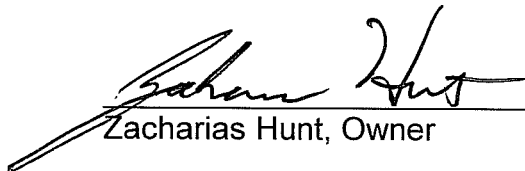
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first written above.

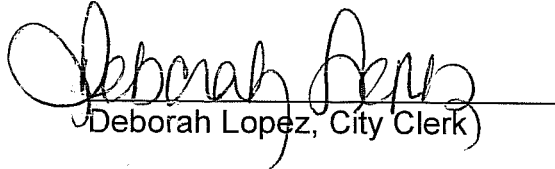
CITY OF GOLETA


Michelle Greene, City Manager


CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



**AMENDMENT No. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SERVICES**

This Amendment No. 2 ("Amendment") to a Professional Service Agreement is made this 21st day of June, 2016 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 20, 2016; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2017; and

WHEREAS, the City Manager, approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 21st day of June, 2016.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety:

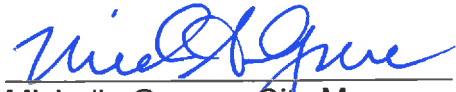
The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

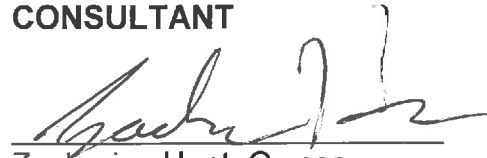
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first written above.

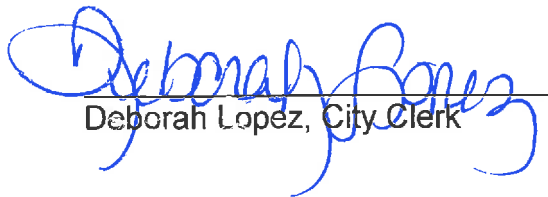
CITY OF GOLETA


Michelle Greene, City Manager


CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



Agreement No. 2014-009.3
City of Goleta, California

**AMENDMENT No. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SERVICES**

This Amendment No. 3 to a Professional Service Agreement is made this 31st day of July, 2017 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement", No. 2014-069).

RECITALS

WHEREAS, the Agreement was originally entered into to provide GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

WHEREAS, the Agreement was amended on June 21, 2016 so as to extend the termination date of the Agreement to June 30, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination to June 30, 2018; and

WHEREAS, the City Manager, approved this Amendment No. 3, on this ____ day of July, 2017.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2018, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.


Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager.

All services shall be completed within the term of this Agreement following the notice to proceed.


2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first written above.

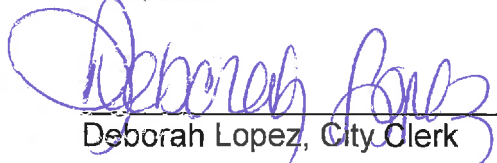
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This Amendment No. 4 to a Professional Services Agreement is made on this 5th day of June, 2018 between the **City of Goleta**, (City) and **ZWorld Geospatial Information Systems**, a sole proprietorship, (Consultant) dated June 26, 2014 ("Agreement", Agreement No. 2014-069).

RECITALS

WHEREAS, the City of Goleta entered into an Agreement with ZWorld Geospatial Information Systems for the purpose of providing GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

WHEREAS, the Agreement was amended on June 21, 2016 so as to extend the termination of the Agreement to June 30, 2017; and

WHEREAS, the Agreement was amended on July 31, 2017 so as to extend the termination of the Agreement to June 30, 2018; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty thousand dollars (\$20,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twelve thousand dollars (\$12,000) to continue to provide general GIS mapping services and support for stormwater and the City's stormdrain atlas, as they relate to implementing the State Water Board's Trash Amendment; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination to June 30, 2019; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Compensation" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the currently hourly rates due to staff and rate changes since 2014; and

WHEREAS, the City Council approved this Amendment No. 4, on this 5th day of June, 2018.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$12,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$32,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2019, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by Section 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. **Exhibit B Schedule of Fees**

This Agreement is amended to delete and replace in its entirety:

Exhibit B “Compensation” with **Exhibit B-4 “Compensation”** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

CONSULTANT


Michelle Greene, City Manager

Zacharias Hunt, Owner

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit B-4

Schedule of Fees

Mapping

Maps - Hardcopy.....	\$70.00/hr
Maps - Digital.....	\$80.00/hr
Maps - Web.....	\$90.00/hr

Training

Level I.....	\$70.00/hr
Level II.....	\$80.00/hr
Level III.....	\$90.00/hr

Database Design

Workshop Database.....	\$85.00/hr
Enterprise Database.....	\$95.00/hr

GIS Management

Program Manager.....	\$110.00/hr
Project Manager.....	\$100.00/hr

Office Services

Graphic Designer.....	\$120.00/hr
Publications.....	\$85.00/hr

Emergency Support

First 48 billable hours.....	\$65.00/hr
After first 48 billable hours.....	\$95.00/hr
ON CALL – Minimum 2 hour	
ON CALL Status per hour.....	\$10.00/hr

GIS Planning

Needs Assessment.....	\$95.00/hr
Strategic Plan.....	\$120.00/hr

GIS Data

GPS Data Collection (Field)....	\$100.00/hr
GIS Data Development.....	\$70.00/hr
GIS Data Conversion.....	\$80.00/hr
GIS Data Analysis.....	\$90.00/hr

Staff Supplement

GIS Technician.....	\$65.00/hr
GIS Analyst.....	\$75.00/hr
GIS Program Supervisor.....	\$85.00/hr

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage is billed at the Federal IRS rates per mile. Per diem where overnight stay is involved is charged at cost.

Invoices & Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.