

**AMENDMENT NO. 4 TO CONTRACT NO. C15159248  
BETWEEN THE CITY OF PALO ALTO AND  
GEODESY**

This Amendment No. 4 (this “Amendment”) to Contract No. C15159248 (the “Contract” as defined below) is entered into as of June 3, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and GEODESY, a Partnership, located at 315 Montgomery Street, 10<sup>th</sup> Floor, San Francisco, CA 94104 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional software development, data support, maintenance, and support of the Encompass GIS software applications project, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term of the Contract by three years to June 30, 2027, and increase the not to exceed compensation by Four Hundred Ninety-Five Thousand (\$495,000), from One Million Nine Hundred Thirty Thousand (\$1,930,000) to Two Million Four Hundred and Twenty-Five Thousand Dollars (\$2,425,000), as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

a. **Contract.** The term “Contract” shall mean Contract No. C15159248 between CONSULTANT and CITY, dated July 15, 2015, as amended by:

Amendment No.1, dated June 29, 2018  
Amendment No.2, dated November 26, 2018  
Amendment No.3, dated July 1, 2021

b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 2 “TERM”, of the Contract is hereby amended to read as follows:

“The term of this Agreement consists of the following: the Original Term of this Agreement shall be from the date of its full execution through June 30, 2018; the Extension Term of this Agreement (Amendment No.1) shall be from July 1, 2018 through September 18, 2018; and the Renewal Term of this Agreement (Amendment No.2) shall be from September 19, 2018 through

*Vers.: Aug. 5, 2019*

June 30, 2021; the Renewal Term of this Agreement (Amendment No.3) shall be from July 1, 2021 through June 30, 2024; the Renewal Term of this Agreement (Amendment No.4) shall be from July 1, 2024 through June 30, 2027; unless terminated earlier pursuant to Section 19 of this Agreement.”

**SECTION 3.** Section 4 “NOT TO EXCEED COMPENSATION”, of the Contract is hereby amended to read as follows:

The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, Exhibit “A-1” and Exhibit “A-2”, including payment for professional services and any reimbursable expenses, shall not exceed Two Million Four Hundred and Twenty-Five Thousand Dollars (\$2,425,000), as detailed in Exhibit “C”. The applicable hourly rates are set out at Exhibit “C-1”.

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” and/or Exhibit “A-1” and/or Exhibit “A-2”.”

**SECTION 4.** The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “A-2” entitled “SCOPE OF SERVICES, AMENDMENT NO. 4”, ADDED
- b. Exhibit “C” entitled “COMPENSATION AMENDMENT NO.4”, AMENDED, REPLACES PREVIOUS.
- c. Exhibit “C-1” entitled “HOURLY RATE OF SCHEDULE AMENDMENT NO.4”, AMENDED, REPLACES PREVIOUS.

**SECTION 5. Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

**SECTION 6. Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

**GEODESY**

City Manager

**Officer 1**

By:

DocuSigned by:  
  
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APPROVED AS TO FORM:

Name: Chip Eitzel

Title: Partner

City Attorney or designee

**Attachments:**

EXHIBIT A-2 entitled "SCOPE OF SERVICES, AMENDMENT NO. 4", (ADDED)  
EXHIBIT C" entitled "COMPENSATION AMENDMENT NO. 4", (AMENDED, REPLACES PREVIOUS)  
EXHIBIT C-1 entitled "HOURLY RATE OF SCHEDULE AMENDMENT NO.4", (AMENDED, REPLACES PREVIOUS)

**EXHIBIT A-2**  
**SCOPE OF SERVICES, AMENDMENT NO. 4**  
**(ADDED)**

Consultant will provide the following services detailed in this Exhibit "A-2" ("Scope of Services, Amendment No.4"), in addition to Task 1 and Task 2 detailed in Exhibit "A" ("Scope of Services"). The Parties understand and agree that Tasks 1 and Task 2 of Exhibit "A" ("Scope of Services") will be performed throughout the term of the Agreement, through June 30, 2027. Task 3 work, detailed below, shall be performed as assigned commencing with Contract Year 10, as detailed in Exhibit "C".

Consultant shall perform GIS support work at the direction of the City's Information Technology Department. As directed by the City's GIS Program Manager, the Consultant will provide support, data, app development, and administrative GIS tasks. These tasks may include, but are not limited to:

- performing administration services such as managing user authorizations, maintaining services and scheduled tasks, and updating data definitions for the legacy Encompass GIS.
- assisting the Palo Alto staff in the use of the Encompass GIS for operational activities, ETL processes, geocoding, and data imports and exports.
- supporting data quality processes.
- keeping the ArcGIS and Encompass data in sync by managing the ETL process for the initial migration of Encompass-based PAGIS data to ArcGIS and then, once editing control is moved to ArcGIS, back to Encompass as the master data is edited.
- converting sketch files (unmanaged project data) for use in ArcGIS.
- assisting in map definition creation in ArcGIS.
- coordinating with and supporting the city's GIS data vendors such as Lynx, the city's GIS data maintenance vendor and ARC, the city's document scanning vendor.
- managing GIS data housekeeping in coordination with the City's other GIS and CAD vendors.
- providing light weight, task specific application development in the ArcGIS environment using Esri APIs for web apps and desktop add-ins.
- attending GIS Modernization team meetings and responding to issues raised.

**EXHIBIT C**  
**COMPENSATION AMENDMENT NO. 4**  
**(AMENDED, REPLACES PREVIOUS)**

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 work under Task Item #2 and Task Item #3, as assigned, shall be calculated based on the hourly rate schedule, attached as Exhibit C-1, up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A", Exhibit "A-1", and Exhibit "A-2", including expenses, shall not exceed the amounts specified in this Exhibit "C". CONSULTANT agrees to complete all services, including expenses, within the specified amounts. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed the amount specified herein. 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 all services, including reimbursable expenses, and the total compensation for any Additional Services, as applicable, do not exceed the amounts set forth in Section 4 of this Agreement.

**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. Additional Services budgeted pursuant to this Agreement: **None**.

**BUDGET SCHEDULE**

	<b>Not-To-Exceed Amount Per Fiscal Year for Task 1 (Exhibit "A") (Encompass Maintenance and Support)</b>	<b>Not-To-Exceed Amount Per Fiscal Year for Task 2 (Exhibit "A") (Consulting, Software Dev't, Data Support, Training, &amp; Staff Support Services)</b>	<b>Not-To-Exceed Amount Per Fiscal Year for Task 3 (Exhibit "A-1") (Dept.-Specific Data Support Work)</b>	<b>Not-To-Exceed Amount Per Fiscal Year for All Tasks (1-3) (Exhibit "A" and Exhibit "A-1")</b>
<b>ORIGINAL TERM</b>				
Contract Year 1 July 1, 2015 – June 30, 2016	\$45,000	\$150,000	n/a	\$195,000
Contract Year 2 July 1, 2016 – June 30, 2017	\$45,000	\$150,000	n/a	\$195,000
Contract Year 3 July 1, 2017 – June 30, 2018	\$45,000	\$150,000	n/a	\$195,000
<b>Sub-total Original Term</b>	<b>\$135,000</b>	<b>\$450,000</b>	<b>n/a</b>	<b>\$585,000</b>
<i>Extension Term* (2.6 mos.) (Amdt. No.1) July 1, 2018 – Sept. 18, 2018**</i>	<i>\$9,792*</i>	<i>\$32,633*</i>	<i>n/a</i>	<i>\$42,425*</i>
<b>RENEWAL TERM (Amdt. No.2)</b>				
Contract Year 4 (9.4 mos.) Sept. 19, 2018 – June 30, 2019	\$35,208	\$159,792***	\$75,000	\$270,000
Contract Year 5 July 1, 2019 – June 30, 2020	\$45,000	\$150,000	\$75,000	\$270,000
Contract Year 6 July 1, 2020 – June 30, 2021	\$45,000	\$150,000	\$75,000	\$270,000
<b>Sub-total Renewal Term (Amdt. No.2)</b>	<b>\$125,772</b>	<b>\$459,228</b>	<b>\$225,000</b>	<b>\$810,000*</b>
<b>RENEWAL TERM (Amdt. No.3) July 1, 2021 – June 30, 2024</b>				
Contract Year 7 July 1, 2021 – June 30, 2022	\$40,000	\$75,000	\$75,000	\$190,000
Contract Year 8 July 1, 2022 – June 30, 2023	\$30,000	\$75,000	\$75,000	\$180,000
Contract Year 9 July 1, 2023 – June 30, 2024	\$15,000	\$75,000	\$75,000	\$165,000
<b>Sub-total Renewal Term (Amdt. No.3)</b>	<b>\$85,000</b>	<b>\$225,000</b>	<b>\$225,000</b>	<b>\$535,000</b>
<b>TOTAL NOT-TO-EXCEED AMOUNT OF THE AGREEMENT ORIGINAL TERM, RENEWAL TERM (Amdt. No.2), AND RENEWAL TERM (Amdt. No.3)</b>				<b>\$1,930,000</b>

\*The Extension Term was at no added cost to the City because \$42,425 remained left over from Contract Year 3. Therefore, the dollar amounts shown in the table above for the Extension Term are not added to the totals in the above table (including but not limited to total not-to-exceed amount of the Agreement).

\*\*The dates of the Extension Term provided in the table above reflect the corrected Extension Term pursuant to Section 2 ("Term") of the Agreement as amended by Amendment No.2.

\*\*\*City's IT department anticipates a need for increased GIS consulting services (Task 2 of Exhibit "A") in Contract Year 4 in relation to the City's conversion from its existing GIS to a new GIS system.

	<b>Not-To-Exceed Amount Per Fiscal Year for Task 1</b> (Exhibit "A-2") (Encompass Maintenance and Support)	<b>Not-To-Exceed Amount Per Fiscal Year for Task 2</b> (Exhibit "A-2") (Consulting, Software Dev't, Data Support, Training, & Staff Support Services)	<b>Not-To-Exceed Amount Per Fiscal Year for Task 3</b> (Exhibit "A-2") (Dept.-Specific Data Support Work)	<b>Not-To-Exceed Amount Per Fiscal Year for All Tasks (1-3)</b> (Exhibit "A-2")
<b>RENEWAL TERM (Amendment. No.4) July 1, 2024 – June 30, 2027</b>				
Contract Year 10 July 1, 2024 – June 30, 2025	\$15,000	\$75,000	\$75,000	\$165,000
Contract Year 11 July 1, 2025 – June 30, 2026	\$15,000	\$75,000	\$75,000	\$165,000
Contract Year 12 July 1, 2026 – June 30, 2027	\$15,000	\$75,000	\$75,000	\$165,000
<b>Sub-total Renewal Term (Amendment No.3)</b>	\$45,000	\$225,000	\$225,000	\$495,000
<b>TOTAL NOT-TO-EXCEED AMOUNT OF THE AGREEMENT ORIGINAL TERM, RENEWAL TERM (Amendment No.2), RENEWAL TERM (Amendment No.3), AND RENEWAL TERM (Amendment No.4)</b>				<b>\$2,425,000</b>

**EXHIBIT C-1**  
**HOURLY RATE OF SCHEDULE AMENDMENT NO.4**  
**(AMENDED, REPLACES PREVIOUS)**

Time will be billed on an hourly basis (and invoiced on a monthly basis) for Task Item #2 and Task Item #3, as detailed in Exhibit "A", Exhibit "A-1" and Exhibit "A-2", at the following rates, not to exceed the amounts provided for in Exhibit "C":

**Consultant Staff Rate**

1. Chip Eitzel: \$150/hour
2. Jean-Paul Lavoie: \$150/hour
3. Dave Matson: \$100/hour
4. Jon Solera: \$150/hour