



# Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Lisa Soghor, Assistant City Manager

Approved by: Reva Feldman, City Manager

Date prepared: November 4, 2020 Meeting date: November 23, 2020

Subject: Amendment to Professional Services Agreement with Digital Maps Products

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**RECOMMENDED ACTION:** Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Digital Map Products (DMP) for geographic information system (GIS) software subscription services.

**FISCAL IMPACT:** Funding for this agreement in the amount of \$32,079 was included in the Adopted Budget for Fiscal Year 2020-2021 in Account No. 602-7060-7500 (Information Systems GIS Software).

**WORK PLAN:** This item was not included in the Adopted Work Plan for Fiscal Year 2020-2021. This project is part of normal staff operations.

**DISCUSSION:** DMP has been under contract with the City since 2005 to provide GIS software subscription services including the mapping platform, GovClarity, and the interactive maps, also known as CommunityView, for staff and the City's website. The most recent agreement with DMP was approved by the City Council on February 12, 2018. The City seeks to extend the term of the agreement for one year. The total amount of the amendment will be \$32,079.

**ATTACHMENT:** Amendment No 1. of the Professional Services Agreement with Digital Map Products

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on November 23, 2020, by and between the CITY OF MALIBU, hereinafter referred to as City, and Digital Map Products, L.P., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

**RECITALS**

A. On February 12, 2018, the City entered into an Agreement with Consultant for certain projects relating to Digital Map Product's GovClarity™ Unlimited (Agency-wide Access) (the "Agreement").

B. The City desires to amend the Agreement to extend the term for one year and adjust the yearly fee, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant's Services, Scope and Terms under which Consultant will provide services for purposes of the Agreement is set forth in the Agreement for Professional Services, dated February 12, 2018, between Consultant and City (hereafter, the APS Terms). A copy of the APS Terms is attached hereto and incorporated by reference.
2. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to September 30, 2021.
3. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended for current year, not to exceed \$32,079.
4. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
5. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2020, at Malibu, California, and effective as of October 1, 2020.

CITY OF MALIBU:

\_\_\_\_\_  
MIKKE PIERSON, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, Acting City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

CONSULTANT:

*Thomas Munoz*

\_\_\_\_\_  
By: Thomas Munoz  
Title: Controller



5201 California Avenue, Suite 200  
Irvine, CA 92617 (949) 333-5111

# EXHIBIT A

**Date:** 8/19/2020 9:02 AM  
**Solution Specialist:** Mary Kane  
**Agreement #:** Q-03922-2  
**Expires On:** 11/30/2020

**Company Name** MALIBU, CITY OF  
**Company DBA**  
**Contact Name** Lisa Soghor  
**Position** Assistant City Manager  
**Street Address** 23825 Stuart Ranch Rd.  
**City** Malibu  
**State/Province** CA  
**Zip/Postal Code** 90265-4865  
**Phone** (310) 456-2489 extension 224  
**Email** lsoghor@malibucity.org

**Billing Information (if different from Company)**  
**Company Name** Malibu, City of  
**Street Name** 23825 Stuart Ranch Road  
**City** Malibu  
**State/Province** CA  
**Zip/Postal Code** 90265-4865  
**Billing Contact** Renee Neermann  
**Billing Phone** (310) 456-2489  
**Email** rneermann@malibucity.org

**ACCOUNT LIAISON**  
**Contact Name** Mario Reyna  
**Email** mreyna@malibucity.org  
**Phone** (310) 456-2489 x257

**Agreement Term** 10/1/2020 thru 9/30/2021  
**Contract Term** 12  
**Payment Terms** Net 30  
**Billing Frequency** Annually  
**Billing Method** Email  
**Payment Method** Check  
**Quote Type** Renewal

**Billing Note** **The Gross Price Total set forth below does not include applicable taxes which will be calculated and included on the invoice from Digital Map Products, L.P.**

<b>Delivery Method:</b>	SpatialStream	First Delivery within 30 days of this agreement being fully executed
<b>Delivery Update Cycle:</b>	Quarterly	
<b>Delivery Notes:</b>	<p>If Delivery Method is Bulk Data:</p> <ol style="list-style-type: none"> <li>Default delivery format is FGDB (other formats are available).</li> <li>Deliveries shall be posted to the DMP FTP Server and available for 12 months or until a new file is posted.</li> <li>The client is responsible for downloading the deliveries in a timely manner.</li> <li>Future scheduled deliveries will only include data for counties where updates have occurred. Comprehensive data (all records) will be provided for each updated county.</li> <li>First delivery within 30 days of this agreement being fully executed.</li> </ol> <p>If Delivery Method is SpatialStream:</p> <ol style="list-style-type: none"> <li>API authentication information within 15 days of this agreement being fully executed.</li> <li>The API requires server to server authentication.</li> <li>Our API is REST-based:               <ol style="list-style-type: none"> <li>It makes use of standard HTTP verbs like GET and POST.</li> <li>The API uses standard HTTP error responses to describe errors additional error information is available.</li> </ol> </li> <li>Rate limiting and timeouts will result in an error response.</li> </ol> <p>The client is responsible for their own software development using the SpatialStream API.</p>	

**Subscription**

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	GovClarity-GCE	GovClarity Enterprise Edition - Enterprise	USD 29,650.00

Data

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	SP-CA-LOS ANGELES	SmartParcels California LOS ANGELES	USD 2,429.00

	Contract Price	Average Annual Price
Subscription Total	USD 29,650.00	USD 29,650.00
Data Total	USD 2,429.00	USD 2,429.00
Professional Services Total	USD 0.00	USD 0.00
Other Total	USD 0.00	USD 0.00
Gross Price Total	USD 32,079.00	USD 32,079.00

**Other Deal Terms & Processing Instructions**

Renew GovClarity Enterprise, agency-wide. Includes Tax Maps. Data content delivery via API and quarterly updates via FTP. Geographic coverage: city boundaries +500' buffer. Property attributes per Exhibit A.

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions, Content Solutions Sublicense Terms and Conditions, SpatialStream Subscription Terms and Conditions and all exhibits.

**MALIBU, CITY OF**

**DIGITAL MAP PRODUCTS, L.P.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_