

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	William E. Murray
Dept:	City Manager	Dept:	Public Works
Subject:	AMENDMENT NO. 3 TO THE AGREEMENT WITH OPEN SPATIAL CORPORATION TO PROVIDE SOFTWARE FOR MOBILE MAPPING	Date:	October 9, 2012

OBJECTIVE

To receive City Council approval to enter into Amendment No. 3 to the Agreement with Open Spatial Corporation to provide proprietary software for a mobile mapping application.

BACKGROUND

In 2010, the City entered into a five year agreement with Open Spatial Corporation (formerly Munsys, Incorporated) to develop proprietary software applications and provide ongoing consulting services for asset management of the City's constructed conveyance systems. Since then, the proprietary software applications have been designed and developed for the purpose of retrieving key data for sewer cleaning, and National Pollutant Discharge Elimination System (NPDES) permit requirements. As part of the Federal Clean Water Act compliance efforts, this information assists staff on state mandated reporting and future program audits

DISCUSSION

A new phase of the asset management project is underway and utilizes developed and licensed proprietary software by integrating it onto a mobile mapping application. This application has an intelligent field map viewer that will be connected to mobile devices. This will greatly enhance the efficiency of staff by enabling them to remotely access and instantly update maps while in the field instead of reading outdated hard copy maps and updating map data during limited hours at the office. Additional benefits to the mobile mapping applications include the built-in GPS unit, which allows for accurate location and data capture of infrastructure and assets in the field, which assists in the prevention of stormwater contamination.

Due to the already purchased proprietary software and ongoing consulting services from the original agreement with Open Spatial Corporation, and based on Municipal

Code Section 2.50.060(d), the Finance Director has determined that continued services can only be provided by Open Spatial Corporation, staff is recommending contracting with Open Spatial Corporation to extend existing services to implement the next phase for fieldwork application. Open Spatial Corporation's proposal for the cost of the new phase will be an additional \$61,200 over the three years of the Agreement. The cost includes proprietary software set up, staff training, and annual user fees.

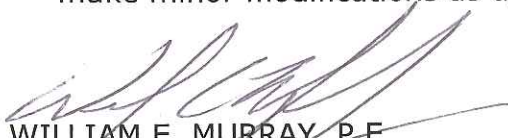
FINANCIAL IMPACT


This project cost is \$61,200 and will be funded through the Sewer Enterprise Fund. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Amendment No. 3 to the Agreement with Open Spatial Corporation in the amount of \$61,200 for providing proprietary software for a mobile mapping application; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

  
WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer

  
By: A.J. Holmon III  
Streets/Environmental Services Manager

Attachment: Amendment No. 3 to the Agreement

**Recommended for Approval**

  
**Matthew Fertal**  
City Manager

**CITY OF GARDEN GROVE****AMENDMENT NO. 3**

**To:** Provide consulting service for the Public Works Department for updating and maintaining the water distribution system asset inventory and associated attribute information.

This Amendment No. 3 to Provide consulting service for the Public Works Department for updating and maintaining the water distribution system asset inventory and associated attribute information is made and entered into this 30 day of August 2012, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Open Spatial Corporation**, hereinafter referred to as "CONSULTANT".

WHEREAS, Consultant and CITY entered into Contract No. 11-2096 effective August 3, 2010.

WHEREAS, Consultant and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination- shall be revised as follows:

The CITY hereby extends the performance period from August 3, 2012 to August 2, 2013.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$74,997.00 to a new Firm Fixed Price of \$136,197.00. This is an increase of \$61,200.00 to cover additional services as set forth in Attachment A.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

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

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

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

**"CONSULTANT"**  
**Open Spatial Corporation**

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

Name: COLIN HOBSON

Title: DIRECTOR

Date: 30 AUGUST 2012

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

James H. Eggert for  
Garden Grove City Attorney

9-5-2012  
Date