AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND
INTERWEST CONSULTING GROUP, INC. FOR
COMPREHENSIVE INFORMATION
TECHNOLOGY SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN CITY OF BELL AND INTERWEST CONSULTING GROUP, INC. FOR COMPREHENSIVE INFORMATION TECHNOLOGY SERVICES ("Amendment No. 1") by and between the CITY OF BELL ("City") and INTERWEST CONSULTING GROUP, INC., a Colorado Corporation ("Contractor") is effective as of the 12th day of July, 2017.

REQUITALS

A. City and Contractor entered into that certain Contract Services Agreement dated August 27, 2014 ("Agreement") whereby Contractor agreed to provide comprehensive information technology services to the City.

B. Pursuant to Section I of Exhibit "D" of the Agreement, the term of the Agreement was three years, from August 27, 2014 to August 27, 2017, with two (2) possible one-year extensions in the City's sole discretion and absolute discretion if approved by the City Council.

C. The annual compensation due under this Agreement was an amount not to exceed $90,000 per year, with a total maximum compensation of $270,000.00 during the three year term of the Agreement.

D. By this Amendment No. 1, the City desires to extend the term of the Agreement by an additional 10 months ending June 30, 2018, to coincide with the end of the 2017-2018 fiscal year.

E. The City also desires to receive GIS-related services from Consultant, including $20,000 for GIS Data and Map Publishing Hosting Services, and general GIS Support, and $6,000 for additional Ad-Hoc GIS requests for a total of $26,000 during the extension period.

F. With the 10 month extension and additional GIS-related services, the total maximum compensation due under the Agreement will increase by $101,000.00, from $270,000.00 to $371,000.00.

G. Except as amended hereby, the extension is subject to the same terms and conditions provided in the Agreement.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein.
a. Section 2.1, “Contract Sum”, is hereby amended and shall now read as follows:

“2.1 Contract Sum.

“Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Seventy One Thousand Dollars and No Cents ($371,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

b. Subsection “N” is hereby added to Section I of Exhibit “A” (Scope of Services) of the Agreement and shall now read as follows:

“N. GIS Services. Effective July 12, 2017, Contractor shall provide the following GIS services:

- GIS Data and Map Publishing Hosting Services, including, but not limited to:
  - Storage and backups of 20-25 GIS data layers on Interwest GIS servers; and
  - Publishing of 12-15 map services from Interwest GIS services; and
  - Publishing of data service from Interwest GIS server. Integrated with Comcate code enforcement application; and
  - 2 internal mapping applications available to staff. (Public Works and Planning). These were built within the Esri ArcGIS Online platform. Data is hosted on Interwest server; and
  - 1 external mapping application available to the public (General Plan and Zoning Lookup). This was built within the Esri ArcGIS Online platform. Data is hosted on Interwest server; and
  - Basic application updates to mapping applications; and
  - Quarterly updates of parcel base map and parcel information; and
  - Basic system administration tasks with the Esri ArcGIS Online platform. (Adding and removing users, tracking usage, informal training, etc….)

- General GIS Support including, but not limited to:
  - Custom map and report requests not associated with specific project level work; and
  - Reprints of existing large maps; and
- Basic data updates of Bell operational layers (storm, sewer, street lights, zoning, master address database, etc...)
  - Additional Ad-Hoc GIS requests including, but not limited to:
    - New GIS data development; and
    - Custom map requests; and
    - New WebGIS application development; and
    - Integration with 3rd party systems.”

c. **Section I of Exhibit C, “Schedule of Compensation”, is hereby amended and shall now read as follows:**

  “Contractor shall perform the Services under this Agreement at a fixed annual rate of $90,000 through July 11, 2017 and, beginning July 12, 2017, at an annual rate of $116,000.00 to reflect additional GIS-related services. For work outside of the Scope of Services in Exhibit “A” and subject to the requirements of Section 1.10, the hourly rate is $105/hour.”

d. **The second Section II of Exhibit C, “Schedule of Compensation”, shall be amended to read as follows:**

  “III. The total compensation for the Services shall not exceed **Three Hundred Seventy One Thousand Dollars and No Cents ($371,000.00).”**

e. **Section I of Exhibit D, “Schedule of Performance”, shall be amended to read as follows:**

  “I. In accordance with Section 3.4 of the Agreement, the term of the Agreement shall expire on June 30, 2018, unless earlier terminated in accordance with Article 7 of this Agreement. The City in its sole and absolute discretion may extend the term of the Agreement on the same terms and conditions for a period not to exceed 1 year from the end of the Term. Any extension of the Agreement shall be approved by the City Council.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party
represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the going of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No.1 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF BELL

[Mayor's signature]

Fidencio Joel Gallardo
Mayor

ATTEST:

[Signature]

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

[Signature]

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP, INC.

[Signature]

By:

Name: Terry Rodrique
Title: President

[Signature]

By:

Name: Debra Thomason
Title: CFO

Address: P.O Box 18330
Boulder, CO 80308

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA  COLORADO

COUNTY OF LOS ANGELES

On Aug 3, 2017 before me, Dorothy I. Worley, personally appeared Terry J. Rodriguez, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  Dorothy I. Worley

DOROTHY I. WORLEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054020536  
MY COMMISSION EXPIRES JULY 27, 2021

OPTIONAL

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SIGNER IS REPRESENTING:  
(NAME OF PERSON(S) OR ENTITY(IES))

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

**STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

On **Aug 8, 2017** before me, **DOROTHY I. WORLEY**, personally appeared **Debra Thorson**, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: **Dorothy I. Worley**

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