FIFTH AMENDMENT TO AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM

This Fifth Amendment to the Agreement for Geographic Information System Sublease ("Fifth Amendment") is made as of the 1st day of July 2005 by and between the City of Costa Mesa, a Municipal Corporation of the State of California ("City"), and A.C.T. GIS, Inc., A California corporation ("Contractor") with reference to the following facts:

A. City and Contractor entered into that certain Agreement ("Agreement") dated as of April 9, 1999, a First Amendment to Agreement ("First Amendment") dated as of January 7, 2002, Second Amendment to Agreement ("Second Amendment") dated as of August 6, 2002, Third Amendment to Agreement ("Third Amendment") dated August 18, 2003, and Fourth Amendment to Agreement (Fourth Amendment") dated as of July 1, 2004 (collectively referred to as "Amendments") for the purchase and service support of a Geographic Information System ("GIS") from Contractor.

B. City and Contractor have agreed to modify the terms of the Agreement and subsequent Amendments as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Period of Performance/Term of Contract. Contractor shall commence work on the date this Fifth Amendment is executed and the Agreement shall remain in full force and effect until all tasks contemplated by this Fifth Amendment are completed or until this Fifth Amendment or the Agreement is terminated.

2. Scope of Contract. The scope of work is hereby amended to include the following:

a. On-Site Assistance: Contractor shall continue to provide weekly on-site assistance to City including all GIS related tasks specified by IT Manager and City GIS Specialist.

b. Continuing on-site support and upgrades for the GIS intranet based mapping and query websites currently installed (GeoSmart).

c. On-site visits on an "as needed" basis as may be authorized by the City's Management Information Services Manager ("M.I.S. Manager") thru June 30, 2006.

All work performed pursuant to this Fifth Amendment shall not be deemed completed until approved and accepted by the City's M.I.S. Manager or his designee.

3. Payment Terms and Contract Amount: Contractor shall be compensated for the above listed services as follows:

a. On-Site Assistance: Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this

Agreement (the "Fee Schedule"). Contractor's compensation for on-site assistance shall in no case exceed Sixty Nine Thousand Two Hundred Twelve Dollars ($69,212.00).

4. Payment for Services. Contractor may submit invoices to City's M.I.S. Manager for approval on a progress basis, but no more often than bi-weekly. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives and approves said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion.

5. Exhibits. For purposes of this Fourth Amendment only, references in the Agreement to the following Exhibit shall be deemed to reference the following:

a. Exhibit 1- scope of work shall be deemed to refer to the scope of work set forth in this Fifth Amendment.

6. Authorization. The City Manager of the City of Costa Mesa or his designee shall be the duly authorized representative of City for purposes of this Fifth Amendment and may issue any and all consents, approvals, directives and agreements on behalf of City, called for by this Fifth Amendment or the Agreement, except as otherwise expressly provided therein.

7. Precedence. Except as otherwise set forth herein to the contrary, all terms and provisions of the Agreement and the Amendments shall remain un-amended and in full force and effect. All other terms, covenants and conditions of the Agreement and Amendments, except those terms expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Agreement as of the date first above written.

CITY OF COSTA MESA, A municipal corporation	A.C.T GIS, INC.
_____ City Manager, City of Costa Mesa	_____ Name and Title

ATTEST:

_____
Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

Kimberly Hall Barlow

City Attorney

APPROVED AS TO CONTENT:

Project Manager