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AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CLARIS STRATEGY INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Claris Strategy, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Claris Strategy Inc, dated July 28, 2025 (Agreement); and

B. The City Council approved Resolution No. 25-9463 which authorized the use of an expedited procurement process for implementation of Projects to address security improvements to City facilities and critical City services in advance of certain high-profile international events in 2026;

C. The Parties wish to amend the Agreement to (1) amend the Scope of Services to include Additional Services, in accordance with Section 7 of Exhibit A, to develop an Event Specific Security Plan for the City's Electric Utility, Silicon Valley Power ("SVP"), and (2) increase maximum compensation by $128,887, for a revised not-to-exceed maximum compensation of $375,239, subject to the appropriation of funds; and

D. The proposed Additional Services fall with the Resolution No. 25-9463 in that the Event Specific Security Plan will assist with addressing certain potential risks identified by U.S. Department of Homeland Security, Cyber & Infrastructure Security Agency (CISA).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Servicers rendered by Contractor in

accordance with First Revised Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Term is Three Hundred Seventy-Five Thousand Two Hundred Thirty-Nine Dollars ($375,239.00) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at the Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance."

2. Section 3 of Exhibit A of the Agreement, entitled "Scope of Services", is hereby amended by adding Tasks 5 through 10, to provide an Event Specific Security Plan for SVP, attached hereto and incorporated into the Agreement as Amended by reference.

3. Exhibit B of the Agreement is hereby amended in its entirety with the First Revised Exhibit B , attached and incorporated into the Agreement as Amended by reference.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The effective date of this Amendment No. 1 is the date of the City's execution of this amendment.

SIGNATURES ON THE NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Dated: 10/28/2025 | 2:37 PM PDT

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CLARIS STRATEGY,
a California corporation

Dated: 10/13/25
By (Signature):
Name: William Lim
Title: CEO/President
Principal Place of Business Address: 1111 Drake Road, Arcadia, CA 91007
Email Address: wlim@clarisstrategy.com
Telephone: (626) 437-4365

"CONTRACTOR"

ADDENDUM TO EXHIBIT A
SCOPE OF SERVICES
ADDITION OF TASKS 5-10 TO SECTION 3 OF EXHIBIT A

EVENT SPECIFIC SECURITY PLAN (TASK 5-10)

Consultant shall provide additional comprehensive professional services to prepare an Event Specific Security Plan for the City's Electric Utility Department, Silicon Valley Power (SVP).

3.5 Task 5 – Development of Event Specific Security Plan

The objective of this task is to provide City an Event Specific Security Plan ("ESSP") for seven (7) SVP sites that could be impacted by the 2026 Super Bowl event to be held at Levi Stadium.

3.5.1 ESSP Project Startup/Project Management

3.5.1.1 Contractor shall coordinate with SVP staff to confirm project goals and objectives, request background materials and establish project logistics.

3.5.1.2 Contractor shall request any pertinent background materials and data for review and use throughout the Services. These may include:

3.5.1.2.1 Safety and security plans relevant to the Event Specific Security Plan ("Plan")

3.5.1.2.2 Relevant security standard operating procedures

3.5.1.2.3 Previous hazards and risk assessment studies

3.5.1.2.4 Site maps and facility floor plans

3.5.1.2.5 Electronic security systems at these facilities

3.5.1.2.6 After-action reports

3.5.1.2.7 Previous related studies and reports

3.5.2 Project Kickoff Meeting. The Kickoff Meeting will be held virtually and begin coordination with SVP staff for the ESSP Project. The Meeting will include:

3.5.2.1 Review of ESSP Project scope, schedule and work plan.

3.5.2.2 Confirmation of planning team, including City, SVP and Contractor team members' roles and responsibilities.

3.5.2.3 Discussion of data collection methods.

3.5.2.4 Establishment of communication channels.

3.5.2.5 Confirmation of key project dates.

3.5.2.6 Confirmation of planning team meeting dates.

3.5.2.7 Confirmation of deliverables.

3.5.2.8 Initiate scheduling interviews and coordination meetings

3.6 Task 6 - Information Collection.

The objective of this task is for the Contractor to develop an understanding of current emergency and security operations at SVP.

3.6.1 Stakeholder Interviews

Contractor will conduct up to five (5) virtual stakeholder interviews with key staff identified by the SVP project team. Each interview will be approximately 1 to ½ hour in length. The initial set of stakeholders will consist of members from the following:

3.6.1.1 SVP staff and contractors responsible for security and emergency planning.

3.6.1.2 Santa Clara Police Department.

3.6.1.3 Santa Clara Fire Department

3.6.1.4 Santa Clara County Sheriff's Department

3.6.1.5 Other law enforcement, security agencies and emergency response personnel responsible for security for the special events.

3.6.2 Site Walks

During the development of the Plan Contractor shall conduct site walks of the seven (7) identified sites for the concurrent threat and vulnerability assessment (TVA) project. During the site walks, Contractor will review security measures in place relevant to planning for the special events. The review may include security staffing, security procedures and physical security currently in place. Information from the site walks is to be used for developing the ESSP.

3.6.3 Document Review

Contractor will perform a detailed review of the material received and the information obtained and will develop a picture of the current state of security operations and security preparations for the special events and identify any gaps in security.

3.6.4 Informal Tabletop Exercise

Contractor will conduct an informal virtual tabletop exercise with stakeholders to walk through a scenario on how SVP would handle such as an attack on a substation providing power to Levi Stadium.

3.7 Task 7 – Stakeholder Coordination Meetings

Contractor will conduct up to five (5) stakeholder coordination meetings throughout the duration of the Project. The meetings will be held virtually, and will include the City's Police and Fire Departments, other law enforcement agencies, SVP staff and security contractors responsible for planning for the events. During the meetings, Contractor will work with the stakeholders to define liaison roles and information-sharing protocols, and will establish joint command procedures.

3.8 Task 8 Plan Development

3.8.1 Draft Plan Development. Contractor will develop a draft of the Plan, that may include:

3.8.1.1 Executive Summary

3.8.1.2 Plan Timeline

3.8.1.3 Intelligence and threat monitoring

3.8.1.4 Critical stakeholders

3.8.1.5 Communication protocols

3.8.1.6 Critical facilities and infrastructure

3.8.1.7 Security staffing and deployment

3.8.1.8 Incident management team activation and roles

3.8.1.9 Collaboration with external stakeholders

3.8.1.10 Compliance and regulatory oversight

3.8.1.11 Training and awareness

3.8.1.12 Post-event review

3.8.2 Draft Plan Review Meeting

Contractor will conduct a virtual meeting with City to review and discuss the draft Plan. Contractor will provide guidance on specific areas to review and indicate areas of the Plan which requires additional information.

3.8.3 Final Event Plan

Contractor will incorporate any changes into the final Plan and submit the final Plan to City for approval. Contractor shall provide digital copies of the Plan in Microsoft Word and PDF formats.

3.9 Task 9 – Event Training and Post-Event Review

3.9.1 Event Plan Training

Contractor shall conduct a virtual event training session for SVP staff, first responders and contractors on the Plan. The training will review plan objectives, response procedures, coordination protocols, and communication methods.

3.9.2 Post-Event Review

Following the event, Contractor shall conduct a post-event debrief with all stakeholders to evaluate the effectiveness of the Plan, identify lessons learned, and recommend improvements for future events.

3.10 Task 10 – Optional Task – Implementation and Event Operations

At the City's direction, two members from the Contractor's team, will support City staff in implementing the Plan and providing guidance throughout its execution throughout the Super Bowl event. Optional support tasks may include finalizing staffing and deployment schedules, testing communication and monitoring systems, coordinating security efforts, and maintaining real-time coordination with law enforcement.

The Services described in Tasks 5 -10 shall be completed within five (5) months from the time the City issues the notice to proceed.

FIRST REVISED EXHIBIT B

SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

SECTION 2. FIXED FEE FOR SCOPE OF SERVICES

Except for reimbursable expenses which are subject to the provisions of Section 3 of this Exhibit, compensation under this Agreement shall be a fixed fee in accordance with the fees outlined in Table B1 below. The fixed fees represent the total compensation for the Services. Payments for this fixed fee will be made according to the Payment Provisions in Section 5 below.

TABLE B1

Services/Task	Description	Fixed Fee
Task 0	Project Management	$13,500
Task 1	Project Startup	$8,100
Task 2	Data Collection	$57,960
Task 3	Risk Analysis	$84,970
Task 4	Final Reports: Threat and Vulnerability Assessment Report, Substation Plans, Details and Specifications, and Updated Utility Security Plan	$56,880
Optional Item 1	Comprehensive Report to support recommendation for new control access software described in Section 2.2.3	$12,600
Reimbursable Expenses	Travel related costs for Tasks 0-4, Pursuant to Section 3 of this Exhibit B	$12,342

Services/Task	Description	Fixed Fee
Subtotal	**Tasks 0-4 and Optional Item 1**	**$246,352**
	Event Specific Security Plan (ESPP)	
Task 5 ESSP Project Start-Up/Project Management	Request for Background Materials Virtual Project Kick-Off Meeting	$14,000
Task 6 ESSP Information Collection	Conduct stakeholder interviews, site walks, document review and informal tabletop exercise	$12,250
Task 7 ESSP Stakeholder Coordination Meetings	Conduct up to five (5) virtual stakeholder coordination meetings	$20,000
Task 8 ESSP Plan Development	Develop draft Plan, virtual draft plan meeting with City, submittal of final Plan for approval	$42,350
Task 9 ESSP Event Training and Post-Even Review	Provide virtual event Plan training session for SVP staff, first responders and contractors, and conduct post-event debrief with all stakeholders	$10,000
Task 10 – **Optional** – Implementation and Event Operations during 2026 Super Bowl event	Contractor to provide implementation support and guidance with executing the Plan during 2026 Super Bowl	$14,000
Reimbursable Expenses	Travel related costs for Optional Task 10– Pursuant to Section 3 of this Exhibit B	$ 4,170
Contingency		$12,117
Subtotal Tasks 5-10 plus contingency for ESSP		**$128,887**
TOTAL		**$375,239**

SECTION 3. REIMBURSABLE EXPENSES

3.1 **Reimbursable Expenses.** Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Any and all reimbursable expenses related the Services shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City in writing, (4) Consultant submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Costs for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants or subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. RATE ADJUSTMENTS

a. In the event that Services extend beyond two years from the Effective Date, Consultant may propose an adjustment to the fees in Table

b. Consultant shall notify the City ninety (90) days in advance of any proposed adjustment to fees. Consultant must be able to substantiate such adjustments to the satisfaction of the City.

c. If accepted, all adjustments to Table B1 must be approved by the City by executing an amendment to this Agreement.

SECTION 5 PAYMENT PROVISIONS

5.1 Payment Schedule for Scope of Services (Fixed Fee):

5.1.1 Consultant shall provide a monthly invoice for the percentage of the services completed in the preceding month, provided that the total amount billed for each task does not exceed the amounts as outlined in Table B1. Each invoice must include the following information:

5.1.1.1 Invoice Number and Invoice Period.

5.1.1.2 Current amount due for each task.

5.1.1.3 Sufficient detail for City to verify the fixed fees in Table B1 have not been exceeded.

5.2. Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

5.3. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

5.4. Accurate Invoice. If the invoice submitted by Consultant is not accurate, the invoice will be returned to Consultant to correct and resubmit before payment can be processed.

5.5. Payment. If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required documentation, City shall process the invoice for payment.

5.6. Confidential. Invoices are not confidential even if marked as confidential when submitted.

Certificate Of Completion

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Daniel Ballin dballin@santaclaraca.gov Senior Counsel for Silicon Valley Power Security Level: Email, Account Authentication (None)	Signed by: Daniel Ballin ABC722A8FC81448... Signature Adoption: Pre-selected Style Using IP Address: 104.129.198.85	Sent: 10/24/2025 2:36:20 PM Viewed: 10/24/2025 3:20:52 PM Signed: 10/24/2025 3:22:24 PM

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Jōvan D. Grogan jgrogan@santaclaraca.gov City Manager Security Level: Email, Account Authentication (None)	Signed by: Jōvan D. Grogan 5EAD88DED5C343A... Signature Adoption: Pre-selected Style Using IP Address: 136.226.78.120	Sent: 10/28/2025 2:16:57 PM Viewed: 10/28/2025 2:37:26 PM Signed: 10/28/2025 2:37:42 PM

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jovan Grogan manager@santaclaraca.gov City Manager City of Santa Clara Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2025 2:17:00 PM Viewed: 10/28/2025 2:27:43 PM

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Carbon Copy Events	Status	Timestamp
SVP Contracts svpcontracts@santaclaraca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 2:37:43 PM
City Attorney cityattorney@santaclaraca.gov City of Santa Clara Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 2:37:44 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/28/2025 2:37:42 PM
Completed	Security Checked	10/28/2025 2:37:44 PM

Payment Events	Status	Timestamps