

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ARINI GEOGRAPHICS, LLC**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Arini Geographics, LLC, a California limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Arini Geographics, LLC", dated November 5, 2019 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated October 31, 2022, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide Geographic Information System (GIS) consulting services, and the Parties now wish to amend the Agreement as Amended to (1) extend the term of the agreement an additional six months through April 30, 2025, (2) add Exhibit D, and (3) increase compensation by \$588,226 for a revised not-to-exceed maximum compensation amount of \$5,857,226, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT," is amended to read as follows:
 - A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 1, 2019 and terminate on October

31, 2022 with the City having the option of one additional two (2) year renewal term through October 31, 2024 upon the same terms and conditions.

B. The City reserves the right, at its sole discretion to extend the term of this agreement for an additional six (6) months through April 30, 2025, upon the same terms and conditions, subject to budget appropriations.

C. If there are projects(s) remaining open after April 30, 2025 the City reserves the right to renew the agreement on a month to month basis until the project(s) are completed with no compensation increase.

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT," is hereby amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Second Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Five Million Eight Hundred Fifty-Seven Thousand Two Hundred Twenty-Six Dollars (\$5,857,226)**, 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 Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. First Revised Exhibit B of the Agreement, entitled "Schedule of Fees," is hereby amended to read as shown in Second Revised Exhibit B, attached and incorporated into this Amendment No. 2.
4. Exhibit D, entitled "Task Order Form," is hereby added as a new Exhibit to this Agreement, attached and incorporated into this Amendment No. 2.
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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:

Dated: _____

GLEN R. GOOGINS
City Attorney

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”

ARINI GEOGRAPHICS, LLC
a California limited liability company

Dated: _____

By (Signature): _____

Name: Gabriel Paun

Title: President

Principal Place of Business Address: 77 Magnolia Drive
Atherton, CA 94027

Email Address: gabriel@arinigeo.com

Telephone: (415) 349-0704

Fax: N/A

“CONTRACTOR”

SECOND REVISED EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The maximum compensation as noted in Section 6 of this Agreement, entitled "Compensation and Payment," is subject to budget appropriations, which includes all payments that may be authorized as required to perform the Services including expenses, supplies, materials and equipment, travel and COLA as noted below.

Contractor shall provide the Services on a time and materials basis at the following rates:

Title/Role	Hourly Rates from the Effective Date to June 30, 2022	Hourly Rates Retroactively Effective July 1, 2022	Hourly Rates Effective November 1, 2024
Enterprise GIS Architect	\$220	\$229	\$237
Project Portfolio Manager	\$172	\$179	\$185
Geospatial Communications Manager	\$172	\$179	\$185
GIS Analyst - Integration	\$147	\$153	\$158
GIS Analyst - Administrator	\$147	\$153	\$158
GIS Analyst- Developer	\$147	\$153	\$158
GIS Technician - Operations	\$115	\$120	\$124
GIS Technician - Field Data Collection	\$115	\$120	\$124
GIS Technician - Cartography	\$115	\$120	\$124

Additionally, at times, Contractor may hire specialized expertise, to fulfill certain development and integration requirements, as needed. Such resources would be billed at established equivalent rates above subject to prior City approval.

Travel Expenses

In order to fulfill its obligations, including representing or accompanying the City at meetings or conferences, occasionally the Contractor may travel at City's request. In such situations the City shall reimburse the vendor for all reasonable and customary expenses on an actual as-incurred basis which shall not exceed the current City travel expense reimbursement policy.

Cost of Living Adjustment (COLA)

Contractor may request rate adjustments subject to review and approval by City as follows: Rates will be adjusted annually for inflation based on the Consumer Price Index, Urban Wage Earners and Clerical Workers (Current Series), Not Seasonally Adjusted, San Francisco- Oakland- San Jose, CA, provided by the Department of Labor Bureau of Labor Statistics. Service Provider Contract Staff Labor Rates will be adjusted at 100% of the applicable COLA. The COLA adjustment will begin on July 1, 2021 and each subsequent Contract Year on July 1, based on the period ending December 31 of the previous year.

EXHIBIT D TASK ORDER FORM

Consultant shall not begin on a project until a Task Order in the form below has been fully executed by the City.

This task order ("Task Order") is made pursuant to the Agreement for Service between the City of Santa Clara and Arini Geographics, LLC ("Agreement"). This Task Order is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Task Order and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

TASK ORDER NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other _____	
Contract No.			
Consultant Name/Address:			
Expiration Date of Agreement:			
Consultant's Project Manager:	Name:	Email:	
City's Project Manager	Name:	Email:	
Period of Performance for this Task Order:	Start Date:	Expected Completion Date:	
Maximum Compensation for this Task Order			
Consultant Representative Name (Print)			
Contractor Representative Signature			
Consultant Representative Signature Date			
City Project Manager Name (Print)			
Authorized City Representative (Print)			
City Representative Signature			
City Representative Signature Date			
<i>* Authorized City Representatives include IT Project Manager or Director of IT</i>			

PART B: SERVICES TO BE PERFORMED

1. REVISED TASK ORDER

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Consultant shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Exhibit A and Second Revised Exhibit B

3. COMPENSATION

a. **Basis of Compensation:** ☐ Time & Materials ☐ Fixed Fee

b. **Payment Schedule:**

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

c. **Payment Terms.** See Second Revised Exhibit B for payment of terms.

4. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.