

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ARINI GEOGRAPHICS LLC**

PREAMBLE

This agreement ("Amendment No. 1") 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); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide Geographic Information System (GIS) consulting services, and the Parties now wish to amend the Agreement (a) to exercise an Option to extend the term of the Agreement and (b) to increase the maximum compensation to cover the extended the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Pursuant to Section 2 of the Agreement, entitled "Term of Agreement," the City hereby exercises its Option to extend the term of the agreement to October 31, 2024.
- 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 Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Five Million Two Hundred and Sixty Nine Thousand Dollars (\$5,269,000), 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

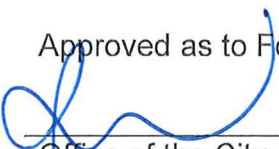
the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit B of the Agreement, entitled "Schedule of Fees", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.
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 Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

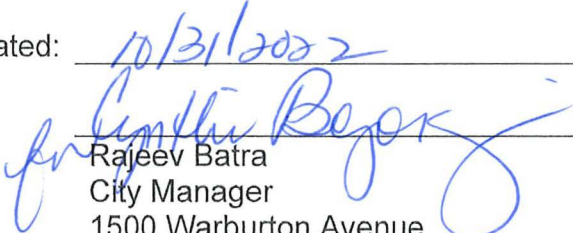
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



Office of the City Attorney
City of Santa Clara

Dated: 10/31/2022

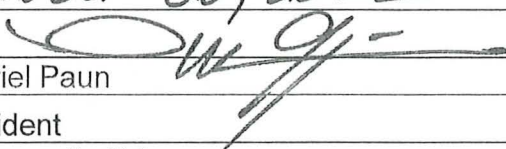


Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ARINI GEOGRAPHICS LLC
a limited liability company

Dated: October 30, 2022

By (Signature): 

Name: Gabriel Paun

Title: President

Principal Place of 77 Magnolia Drive

Business Address: Atherton, CA 94027

Email Address: gabriel@arinigeo.com

Telephone: (415) 349-0704

Fax: ()

"CONTRACTOR"

FIRST 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 from July 1, 2022
Enterprise GIS Architect	\$220	\$229
Project Portfolio Manager	\$172	\$179
Geospatial Communications Manager	\$172	\$179
GIS Analyst - integration	\$147	\$153
GIS Analyst - Administrator	\$147	\$153
GIS Analyst- Developer	\$147	\$153
GIS Technician - Operations	\$115	\$120
GIS Technician - Field Data Collection	\$115	\$120
GIS Technician - Cartography	\$115	\$120

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.