

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
CLARIS STRATEGY INC**

**PREAMBLE**

This agreement ("Amendment No. 2") 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) for the purpose of having Contractor provide comprehensive professional electric utility consulting services for the City's Electric Utility Department, Silicon Valley Power (SVP);
- B. The Agreement was previously amended by Amendment No. 1, dated October 28, 2025, 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 now wish to amend the Agreement as Amended to expand the Scope of Services to include five (5) additional sites to the threat and vulnerability assessment (TVA) and update to the 2021 Utility Security Plan, and to increase the maximum compensation for the additional services.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 6 of the Agreement as Amended is amended in its entirety 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 (Second Revised) , entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Term is Four Hundred Nine Thousand Eighty-Eight Dollars (\$409,088.00) 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 1.1.1 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows:

1.1.1 A threat and vulnerability assessment (TVA) report for a total of forty-four (44) unique sites, including:

- 1.1.1.1 Thirty-five (35) City substations
- 1.1.1.2 One (1) switching station
- 1.1.1.3 Donald Von Raesfeld Power Plant (DVR)
- 1.1.1.4 Gianera Generating Station (Gianera)
- 1.1.1.5 Natural Gas Pipeline & Natural Gas Compressor Station
- 1.1.1.6 Cogen Power Plant #1
- 1.1.1.7 Space Park Interconnection Station
- 1.1.1.8 Office and storage facilities at 881 Martin Avenue
- 1.1.1.9 Municipal Services Yard at 1705 Martin Avenue
- 1.1.1.10 60 kV Storage Yard

3. Section 2.3.4 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows:

2.3.4 Consultant shall review and update the 2021 Utility Security Plan to include up to six (6) of the forty-four (44) sites identified in Section 1.1.1. Consultant shall submit an updated plan that complies with the requirements of the California Public Utilities Commission (CPUC) Decision 19-01-018. The report shall include, but not be limited to, the following

- 2.3.4.1 Overview
- 2.3.4.2 Background
- 2.3.4.3 Plan Development Process

2.3.4.4 Identification of Covered Distribution Facilities

2.3.4.5 Risk Assessment per Site

2.3.4.6 Covered Distribution Facility Mitigation Plans per Site

2.3.4.7 Independent Evaluation and Response

2.3.4.8 Validation

2.3.4.9 Narrative Descriptions for Utility Security Plan

4. Section 3.2.1 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows:

3.2.1 Site and Facilities to Assess

- 3.2.1.1 Consultant to conduct site visits to assess forty-four (44) SVP sites including:

3.2.1.1.1 Thirty-five (35) City substations.

3.2.1.1.2 Switching Station

3.2.1.1.3 Donald Von Raesfeld Power Plant (DVR)

3.2.1.1.4 Gianera Generating Station (Gianera)

3.2.1.1.5 Natural Gas Pipeline & Natural Gas Compressor Station

3.2.1.1.6 Cogen Power Plant #1

3.2.1.1.7 Space Park Interconnection Station

3.2.1.1.8 Office and storage facilities at 881 Martin Avenue

3.2.1.1.9 Municipal Services Yard at 1705 Martin Avenue

3.2.1.1.10 60 kV Storage Yard

- 4 Section 3.4.5.4 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows

3.4.5.4 Analysis of up to six (6) sites of the forty-four (44) sites identified in Section 1.1.1.

- 5 Exhibit B of the Agreement as Amended is hereby amended in its entirety and replaced with Exhibit B (Second Revised), attached and incorporated into the Agreement as Amended by reference

- 6 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 effective date of this Amendment No. 2 is the date of City's execution of this amendment.

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.

**SIGNATURES ON THE NEXT PAGE**

**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"

**CLARIS STRATEGY,**  
a California corporation

Dated: \_\_\_\_\_  
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"



**EXHIBIT B (SECOND REVISED)**  
**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

<b>Services/Task</b>	<b>Description</b>	<b>Fixed Fee</b>
Task 0	Project Management	\$13,500
Task 1	Project Startup	\$8,100
Task 2	Data Collection	\$65,105
Task 3	Risk Analysis	\$100,657
Task 4	Final Reports: Threat and Vulnerability Assessment Report, Substation Plans, Details and Specifications, and Updated Utility Security Plan	\$64,689
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	\$15,550
<b>Subtotal</b>	<b>Tasks 0-4 and Optional Item 1</b>	<b>\$280,201</b>
	Event Specific Security Plan (ESPP)	
Task 5 ESSP Project Start-	Request for Background Materials Virtual Project Kick-Off Meeting	\$14,000

<b>Services/Task</b>	<b>Description</b>	<b>Fixed Fee</b>
Up/Project Management		
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-Event 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 – <b>Optional</b> – 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
<b>Subtotal Tasks 5-10 plus contingency for ESSP</b>		<b>\$128,887</b>
<b>TOTAL</b>		<b><u>\$409,088</u></b>

### **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.

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
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). <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . 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**

- 6.2 In the event that Services extend beyond two years from the Effective Date, Consultant may propose an adjustment to the fees in Table
- 6.3 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.
- 6.4 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.