

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

PREAMBLE

This agreement ("Amendment No. 1") is by and between Arini Geographics, LLC, a California Limited Liability Company, with its principal place of business located at 77 Magnolia Drive, Atherton, California 94027 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Arini Geographics, LLC", dated July 14, 2015 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide Enterprise GIS services gathering data, providing analysis, mapping, and reporting for departments in the City of Santa Clara, and the Parties now wish to amend the Original Agreement to extend the contract end date.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That paragraph number One (1) of Section Five (5) of the Original Agreement, entitled "Term Of Agreement" is hereby amended by deleting the existing Section Five (5) in its entirety and replacing it with the following:

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 the Effective Date of this Agreement and terminate on June 30, 2019.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

DEANNA J. SANTANA
City Manager
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: 06/05/2018

By: _____

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Gabriel Paun

Title: Principal GIS Consultant

Local Address: 77 Magnolia Drive,
Atherton, CA 94027

Email Address: gabriel@arinigeo.com

Telephone: (510) 858-8040

Fax: (650) 326-7680

“CONTRACTOR”