

**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 the Performance of Services by and between the City of Santa Clara, California, and Arini Geographics, LLC", dated July 14, 2015 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated July 19, 2018, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended 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 TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

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 October 31, 2019.

AND

That paragraph number One (1) of Exhibit B of the Original Agreement, entitled "Fee Schedule" is hereby amended by deleting the existing paragraph One in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Three Million Five Hundred Fifty Thousand dollars and no cents (\$3,550,000.00), subject to annual budget appropriations.

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

3. COUNTERPARTS

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.

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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: _____

BRIAN DOYLE
City Attorney

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: 05.03.2019

By (Signature): _____

Name: Gabriel Paun

Title: Principal GIS Consultant

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

Email Address: gabriel@arinigeo.com

Telephone: (510) 858-8040

Fax: (650) 326-7680

"CONTRACTOR"