

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ARINI GEOGRAPHICS, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Arini Geographics, LLC, 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. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

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 upon the same terms and conditions.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor warrants that the products and services delivered to City reasonably perform the functions and to the standards identified in the Scope of Services to this Agreement. To this end Contractor and City understand that some minor level of errors or "bugginess" may occur in any software or similar product, service or program intended to be executable on computers or similar systems which will operate in the combinations which may be selected by the City despite Contractor's knowledge, experience and reasonable efforts. Contractor warrants that the operation of any product, service or program paid for by City under this Agreement will operate in a secure, error-free, or uninterrupted manner for no less than 97% of the hours the product is expected to be available for use by City or the public. Furthermore, while contractor is committed to provide City with "bug" fixes in the ordinary course of business, City understands and agrees that contractor is expecting to bill and be paid for time and material to provide the same except to the extent that errors or bugs result in interruptions in use or down time or otherwise render the product, program or service inadequate for its intended purpose for more than **3% of the hours the product is expected to be available for use** by City or the public (which is hereafter referred to as an "Excessive Errors"). Contractor will identify costs and time attributable to any errors or "bug" fixes made each month and will provide fixes for errors or "bugs" for any Excessive Errors that occurred during that month at Contractor's cost. At City's option, costs Contractor incurs toward fixes of Excessive Errors may be paid through a credit or offset of the payments due to Contractor in the next invoices to be paid by City under this Agreement.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall

perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

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 Three Million Five Hundred Thousand Dollars (\$3,500,000.00), 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 Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Ninety (90) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City will notify Contractor of default issue and Contractor shall immediately commence to apply due diligence to cure the default, City will allow Contractor Ninety (90) days to cure default. If Contractor unable to resolve default issue within the Ninety (90) day period or if the default is not reasonably curable within Ninety (90) days, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession which shall be in a non-proprietary, vendor neutral format able to be used by City or any successor vendor of City.

8. TERMINATION ASSISTANCE PLAN

- A. Contractor will provide disentanglement to enable the Services to continue without interruption and facilitate an orderly transfer of Services.
- B. Contractor shall develop a Detailed Termination Assistance Plan in the second year of the contract term, which shall contain Contractor's strategy and plan for disentanglement. The written Detailed Termination

Assistance Plan, once reviewed and mutually agreed to in writing by both Parties, shall be incorporated into this Agreement by reference.

- C. The termination assistance team will use industry-standard management processes to ensure that Contractor has completely planned, thoroughly documented, systematically implemented, and thoroughly tested the disentanglement before acceptance. These processes are a combination of project management, system engineering, and general management techniques used within the IT & GIS industry and across other business sectors as well. In addition, Contractor will use specific processes and policies that are company or product unique to implement individual tasks to accomplish disentanglement.
- D. This process will include Contractor identifying, collecting and providing to the City all City technical, configuration, architectural and operational documentation including the City's Procedures Manual.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Should Contractor desire to assign this Agreement, Contractor shall provide City with the detailed experience and qualifications of the proposed assignee and City shall consider the request and provide a response within Thirty (30) days. However, nothing obligates City to accept a request to assign this Agreement. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR; LIMITATION ON HIRING AND SOLICITING EMPLOYEES.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

Contractor is not authorized to bind City to any contracts or other obligations.

During the Term and for the period of six (6) months after the expiration or termination of the Agreement (including any post-termination assistance period and any extension thereof), neither Party shall, without the prior written consent of the other Party directly or through a third party, intentionally solicit or entice away (or seek or attempt to entice away) from the employment of the other Party's employees. The foregoing sentence shall not apply to unsolicited responses by employees to general recruitment advertising.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties. However, City shall have no ownership rights in any Contractor Owned Software and Materials that Contractor provides to City, discloses to City or allows City to use in any way, including without limitation any such materials incorporated or embedded in any deliverable, and the assignment of rights contemplated under this Section 13 shall not apply to Contractor Owned Software and Materials.

Unless explicitly specified in the applicable service description in the schedules attached to this Agreement, Contractor grants to City a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, non-transferable (except to a successor) right to use the Contractor Owned Software and Materials that may be incorporated or embedded in any deliverable in connection with City's own business.

For the purposes of the foregoing, "Contractor Owned Software and Materials" shall mean the tools, systems, methodology, algorithms, products, services and

solutions generally offered by Contractor to its customers, and which do not include or access any City specific data, even if they are developed, produced, created, improved or modified during the time that Contractor performs services for City and even if the concepts, ideas, inventions, etc. relating thereto occur to Contractor or any of its employees, consultants or other service providers during the time of performance of, as a result of or in connections with the performance of services for the City.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any reports concerning its performance under this Agreement that may be reasonably requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder and, if Contractor's assistance is necessary for City to comply with public records act requests.

15. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: IT Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at ITDepartment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Arini Geographics, LLC
77 Magnolia Drive,
Atherton, California 94027
and by e-mail at gabriel@arinigeo.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages and maps during the effective period of this Agreement. City expressly authorizes Contractor to display and modify any City supplied images, data, information and other items in connection with the services provided herein. City assets, i.e. logo, brand, etc. cannot be modified without City consent.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. 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.

The Parties acknowledge and accept the terms and conditions of this Agreement 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: 10/04/2019

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

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below in Scope of Work.

Scope of Work

The City of Santa Clara has a robust GIS system that is used as a resource for decision makers, public information sharing, and to increase staff efficiencies. Central to the role of the GIS Professional Services contractor is the ability to assess municipal end-user needs and identify approaches to leverage GIS services to meet those needs. Services provided by the GIS contractor will be in collaboration with the City's Information Technology Department in defining and executing plans for meeting the City's evolving information needs and integrating GIS and departmental database applications into City processes as appropriate.

Arini Geographics is an end-to-end geospatial solutions provider with a proven record of success in Enterprise GIS implementation, development, operations, and program management. We specialize in the Esri ArcGIS technology stack, including ArcGIS Online, and the Latitude Geographics' Geocortex Essentials middleware.

Contractor has assured city that its staff leverages solid education and experience in the professional geospatial services industry, and has demonstrated a wide range of capabilities, including effective web and mobile solutions, high-quality data acquisition and processing, and enterprise-level integration of GIS with business specific applications from almost every department in the City of Santa Clara. This allows Arini Geographics to continue innovative Enterprise GIS development with the City, adding in creative use cases and applications to further serve City staff, residents, and visitors.

Contractor shall dedicate itself to understanding the core business of the City and its departments, with the intent of Enterprise GIS operationalization for a high return on investment. That includes extensive expertise conducting thorough assessments of complex information systems such as Enterprise GIS and related applications, documenting the findings, as well as making sound recommendations and plans for improvements, including comprehensive training programs, materials, and procedures.

Arini Geographics practices a wholistic approach to Enterprise GIS design, implementation and development, with emphasis on understanding the users' needs and delivering effectiveness, confidence, and a positive experience. We work with stakeholders and general users to understand their daily routine and take note of their concerns, needs and wishes. Contractor shall ensure proper system design and vision forming, but it allows for gradual knowledge transfer all along the journey.

Personalized Partnerships On-Site at the City

Contractor shall provide a core GIS Team on-site at the City full-time, and embedded with the IT Department, for implementing a nimble, robust and flexible Enterprise GIS Architecture capable of supplying geospatial information to a wide variety of business-specific applications needed by City. Contractor will strive to extend the partnership to every business unit in the City, leading to a wide adoption of geospatial thinking, applications and data, as well as higher productivity and decisional confidence.

Working side by side with our stakeholders is paramount. We firmly believe that one of the key factors in creating a robust Enterprise GIS as the City, with sustainable departmental support and involvement, is being present in-person, having ongoing requirements gathering sessions, frequent direct feedback, and working together to developing business processes and streamlining workflows. By working closely with City staff, we are creating rich opportunities for casual and structured knowledge transfer, quick and personalized troubleshooting, and multidisciplinary brainstorming – a collaborative work culture with extraordinary results.

Service Delivery Principles

Focus on User Experience: Combine People and Technology to Deliver Effectiveness and Confidence. Partner-up for innovative service that will surprise and satisfy our stakeholders. The secret to service delivery success is putting resources, literally in-person skilled professionals, together with users and encouraging them to look at the service from the user's perspective. By partnering-up we answer the following question: Does it serve the user or enhance the user's experience.

Solicit Casual and Formal Routine Feedback and Listen Carefully to What Users Say. Combine GIS expertise with what stakeholders have told us they want. Detailed analysis of user feedback gives us a list of actions; very often, when sufficient data has been gathered, it will point to specific problem areas, which could turn into entirely new projects.

Adoption is an Accurate Measure of the Effectiveness of Service Innovation. We measure results by reapplying all the tools and techniques used to solicit feedback along the initiation and iterative execution of every project. Standing by our users we create trust and increased adoption.

The Rule of The Three Clicks or Less. Time is everyone's most valuable resource and as such our design of implementation and integration solutions focus on providing the necessary information with three clicks or less. This requires frequent innovation that benefits productivity and user experience.

Information Systems and Information Trustworthiness. We strive to create trust with everything we do. Not only that it saves time by eliminating the need of double or triple check everything, but also adds a layer of confidence in decision-making at every organizational level.

Responsibility Matrix & Service Delivery Levels

Building on previous successes at the City of Santa Clara, Arini Geographics has a good understanding of the City needs, and is providing professional GIS services that include:

- Enhancing business capabilities with commercially available local government focused applications;
- Assist the City's ITD in working with stakeholders to transform their business capabilities securely and better serve their employees and citizens;
- Work with department stakeholders to identify goals and translate requirements to a clear strategy to drive business value;
- Think "Cloud First" when evaluating new applications, major upgrades, and cloud management;
- Review products used by other government organizations of a similar size and scope to compare and contract ideas – in California but also nationally;
- Review COTS (Commercial Off the Shelf) software products in all tiers to find the most suitable (i.e., do not just look at Tier 1 COTS solutions);
- Use commercially available software where possible to avoid costly custom solutions;
- Pursue transparency anytime, anywhere as well as security in everything we do;
- Work closely with current COTS application vendors to drive effective upgrades and maintenance activities to maintain continued improvement in existing application performance and functionality;
- Take advantage of SaaS (Software as a Service) and cloud-based technologies and services to enhance flexibility and technology and business capabilities currency;
- Establish and execute a Citywide digital strategy to improve citizen engagement across the City's customer groups;
- Provide City management and staff proven IT tools, processes, capabilities and access to City data they need to improve city business operations, effectiveness and efficiency;
- Enhance IT management and governance processes to ensure business and enterprise IT demands are understood, prioritized, funded and delivered effectively;
- Support the City's transparency objectives by delivering highly available, reliable and accurate information technology;
- Enhance core infrastructure capabilities in support of the City's business objectives;
- Ensure the confidentiality, integrity and availability of the City's data and information technology assets by following the City's Information Security Policy;
- Provide both operational and project delivery support - deliver on and manage to the expectation around people capacity for operational and project work (attracting and retaining talent);
- Project portfolio management processes and the monitoring of individual projects;

- Continuous improvement and innovation;
- Manage communications and set appropriate expectations and project timelines that are agreed to and effectively communicated to the City, Arini, and the responsible application partner;
- Participate in regular City User Group and stakeholder meetings to keep City management current on product roadmaps and new capabilities;
- Proactively engage the third-party providers SME (Subject Matter Expert)/technical experts to ensure that application related best practices and latest patches are incorporated in a timely manner;
- Assist in operation and maintenance of GIS Open Data Portal that facilitates a single point of access to a wide range of data. This Portal will enable ease of use, reuse, and distribution, and will enable meaningful insights that help drive quick and informed decision-making;
- Work within the City's IT Department services framework (including but not limited to):
 - ServiceNow to process user tickets per IT standards and SLAs (Service Level Agreement)
 - Change Control process methodology
 - BCDR processes (Business continuity and disaster recovery)
 - Following established City security policies for data, passwords and personal information
- Actively participate as a member of the IT PMO Project Management Team following standard reporting structure to provide monthly project planning status, timelines and identify gaps or issues.

Agile Methodology Approach

Arini Geographics strives on a proactive, collaborative approach to managing projects, with close attention to meeting City's strategic objectives and tactical goals, budget constraints and schedule targets. We appreciate working closely with GIS projects stakeholders toward the common goal of a mature, effective, and innovative Enterprise GIS.

From the very beginning, our engagement with the City has been driven by business-needs. We introduced and consistently applied the principles of Agile Project Management and through this framework, we have been building a solid organizational-specific practice that allows us to closely engage with stakeholders and provide:

- High-quality deliverables through rapid iterative cycles of work, priorities reassessment, and checkups;
- Higher customer satisfaction as the stakeholders are always involved and benefit from transparency and knowledge transfer;
- Increased project control through the successful implementation of appropriate project management information systems;
- Reduced project risks as agile methodologies effectively eliminate the possibility of absolute project failure;

- Faster return on investment (ROI) since some benefits tend to be realized early in the project due to incremental nature of work.

Schedule Management

Maintaining an accurate project schedule is critical to the overall success of every project-based work and has a direct correlation to maintaining project budgets. Our leadership team, Mr. Gabriel Paun as the Enterprise GIS Architect, and Project Portfolio and Geospatial Communications Managers (collectively the "GIS Team") are responsible for controlling project design and deliverables.

Cost Control

Costs are being controlled through agile management of GIS Team activities, frequent monitoring of time spent and early identification of any issue affecting projects costs. Project Portfolio Manager shall promptly inform the City should any potential or proposed projects revisions become apparent that may affect the established budget, while our Geospatial Communications Manager will maintain timely and continual communication with the City.

Communications

Establishing open channels of communication and continuing building a strong working relationship between City staff and GIS Team will enhance communication throughout the Program. We hold regular team meetings to report on and monitor progress on projects and operations. We will participate in monthly IT governance meetings, quarterly (minimum) stakeholder meetings and user group meetings. These meetings include key Arini Geographics staff and City stakeholders. Progress and coordination meetings follow a set agenda, and review action items and key milestones. Action item lists and meeting minutes are being distributed soon after the meeting. Arini Geographics will also hold executive briefings as needed to inform the Chief Information Officer, the City Manager's Office, City Council, and other City staff of current projects status and challenges, as well as developing the City's strategic roadmap for managing geographically.

Quality Assurance

For every Enterprise GIS project and activity, we practice a variety of quality assurance practices including but not limited to multistage reviewing of data to identify errors and patterns of errors, scripting inquiries for anomalies, quality oriented database design, test plans, cataloging results, etc., which continually rechecks data quality.

Knowledge Transfer

Arini Geographics is the first line of Enterprise GIS technical support for the City. In accordance with the City agreements with various GIS software vendors, including Esri, we provide Level I technical support for all users in the City. To date, most user inquiries were solved in-house.

As we currently do for the GIS-based applications, including infoMap 2.0 and MapSantaClara, we will always provide embedded user guides, and classroom-based training to City staff and occasionally to the public at large.

Upon request, we provide one-on-one training sessions for all ArcGIS for Desktop users. We have also created training materials to familiarize departmental staff with editing versioned data in the Enterprise Geospatial Repository.

Moving forward, our Geospatial Communications Manager will devise a strategic plan for expanding City Enterprise GIS awareness, pairing business needs with creative solutioning, and creating well-defined key performance indicators (KPIs).

By the end of the second year of services (November 1, 2021), with City's input and cooperation, Arini Geographics will prepare a Procedures Manual in the form and scope mutually agreed to by the Parties and will deliver the procedures manual to the City. The Procedures Manual will contain procedures for performing the daily maintenance and operations Services so that the Services are performed accurately and in a timely manner, and will contain all operations manuals, support plans and user guides necessary and sufficient to document such procedures as mutually agreed. Arini will perform the Services in accordance with the City approved Procedures Manual.

Enterprise GIS Commitment

Arini Geographics is very excited to continue sharing with the City our technical expertise, geospatial problem solving, and agile project management approach, meeting and exceeding expectations, while ensuring alignment of the Enterprise GIS goals and actions with the City's Vision and Strategic Objectives.

Together with the IT Department, Arini Geographics is committed to the City of Santa Clara's Enterprise GIS Program, and is providing Geographic Information Systems (GIS) Professional Services to coordinate City GIS activities; maintain and enhance geo-spatial datasets; collaborate with efforts to leverage the capabilities of GIS as an integral part of City processes and information systems to streamline and enhance City operations and services to internal and external users; develop and/or maintain metadata and documentation describing active GIS capabilities, datasets, projects, map products, and routine data lifecycle management.

Central to the success of this endeavor has been the ability of Arini Geographics staff to partner with City stakeholders on assessing evolving City business needs and identify approaches to leverage GIS data technology and services to meet or exceed expectations, and to enhance the users experience.

Arini Geographics has a strong background in implementing Esri ArcGIS technology stack, with proven proficiencies at every tier of the Service Oriented Enterprise GIS Architecture, as follows:

The Authoring Tier

In order to gather, augment, or produce, and organize the City geodata, GIS Team together with data editors in various departments, use ArcGIS for Desktop and extensions such as Spatial Analyst and Network Analyst, to create, enrich, and maintain high-quality geodata, in a centralized multi-editor geospatial database we call the Enterprise Geospatial Repository. Additionally, we use Python scripting and high-productivity tools such as Safe Software FME (Feature Manipulation Engine) to automate data extraction, transformation, and quality control.

Arini Geographics uses most modern field data instrumentation, such as its own custom-made Mobile Mapping System, Trimble survey-grade GPS/GNSS receivers, and Leica LiDAR-based 3D data capture systems, providing the City with comprehensive asset inventories and inspection services, and paving the way to highly-effective preventative maintenance through integration with the Enterprise Work Order Management, and furthermore towards the Digital Twin operational model.

We are also using Python, ArcGIS for Desktop and Adobe Creative Suite to perform complex geospatial analyses and create attractive cartographic output, respectively. Results are published as web mapping services through the on-premises ArcGIS for Server, and on ArcGIS Online. Hard copy cartographic production, on paper or simply as static images for presentations or web pages are also produced on demand.

The Enterprise Geospatial Repository

Enterprise Geospatial Repository (EGR) is a single authoritative “place” for all things location that will centralize the data creation and maintenance operations among departments and serve as the data system of record for most of the asset categories in the City. To this end, Arini Geographics has designed and is maintaining a versioned ArcSDE geodatabase with MS SQL Server backing, now known as the Enterprise Geospatial Repository. EGR allows every department to retain data ownership, and fulfill editing and updating responsibilities, while the data is programmatically accessible across the enterprise.

EGR supports a diverse range of business processes and their specific datasets, initially starting with land use management, planning and building inspection, and some pipeline utilities. The initial feature datasets consisted of parcel geometries and attributes, development of a Master Address Dataset, census data information, streets, and land ownership. Complex relationship modeling and built in data quality assurance completes the EGR as a veritable model of land use management and development. Soon thereafter that dataset, generally known as the City Basemap, was expanded to include data one mile outside of the City border, tripling the dataset in size, and providing much needed information especially for public safety operations. Experiencing the advantages of the EGR through customized web viewers and version editing, most City departments requested their workflows and data to be integrated and maintained within the EGR.

Enterprise GIS Integration

We have been continuing the Enterprise GIS Program expansion across multiple City departments – Community Development, Police, Fire, Water & Sewer, Public Works, Parks & Recreation, Electric and Finance. Arini Geographics on-site GIS team have been providing guidance and actively participating in creating solutions for these efforts, ensuring geospatial data quality, unveiling the advantages of using of centralized geospatial information from the early stages of each of these projects, and realizing the benefits of integrations through ensuring highest data quality and creative automation.

Today, the EGR is serving various city operations through integrations with a wide variety of business specific information systems, for various City departments: enterprise asset and work order management, computer aided dispatch (CAD) and emergency response, enterprise permitting, enterprise document management, and stadium public safety operations.

With an expanding business case, and tremendous support and partnership from stakeholders, Arini Geographics has been designing and is implementing a strategic plan for the redesign and upgrade of the existing Enterprise Geospatial Platform at the City, based on the latest Esri ArcGIS Core technology, and offering superior performance and data security, in a redundant and highly available compute environment.

Publishing and Consumption Tiers

Arini Geographics has configured and is administering complex ArcGIS for Server sites at the City of Santa Clara. These are used to publish multiple mapping and feature services that are consumed by mobile applications, and the internal and external Web-based Enterprise GIS Viewers, including infoMap 2.0, the internal-facing Enterprise GIS Viewer that provides trustworthy decision-making information and maps to City staff, as well as MapSantaClara and the Geospatial Open Data Repository, two applications that help widely disseminate geospatial data and information to the public at large. We are making good use of the City's ArcGIS Online site license by publishing Story Maps and cloud-based applications.

Adhering to the principle of “design once, use multiple times,” we are leveraging various technology components and functionalities of the Enterprise GIS Platform to model laborious workflows and dramatically increase staff productivity.

Enterprise GIS Activities

Arini Geographics has collaborated closely with City of Santa Clara to identify the following GIS activities. For the next phase of the City's Enterprise GIS Program, professional GIS services will be divided in two major categories: Operations and Projects – each of which would need to have its own budget allocation, engagement level and metrics. Below is a high-level summary of tentatively planned work items for the first year, subject to review and prioritization.

Operational Maintenance System Support Activities (Summary)	Estimate
Enterprise GIS Basemap and related systems and applications, including on-demand analysis and cartographic representations.– the Enterprise Geospatial Repository, infoMap and MapSantaClara, the Geospatial Data Portal and Interactive Story Maps	\$ 200,000
Public Safety dedicated datasets, maps, map services, applications and integration, for both Fire and Police Departments – Tablet Command, Interra, HazMat, Complex Cards, Run Cards, etc. CAD, RMS and mobile (MDCs), and the Common Operational Picture	\$ 150,000
Enterprise Asset Management maintenance for existing asset classes in GIS: water, wastewater, recycled water, storm drain, parks and recreation, city facilities	\$ 100,000
Enterprise GIS Program Management and Business Development	\$ 200,000
<i>Operations subtotal</i>	<i>\$ 650,000</i>
Project Design, Integration, Implementation Activities (Summary)	Estimate
Document Management Integration and Viewer	\$ 60,000
Permitting System Implementation and EGIS Integration	\$ 50,000
Traffic Signage Asset Inventory	\$ 140,000
Enterprise GIS Infrastructure Upgrade	\$ 150,000
Enterprise GIS for Electric Utility	\$ 100,000
<i>Projects subtotal</i>	<i>\$ 500,000</i>
First year priorities estimated budget total	\$ 1,150,000

Arini Geographics will conduct regular (monthly, bimonthly, or as mutually agreed) stakeholder's status report meetings to review progress and for acceptance of deliverables. Changes to the above activities may occur based on mutual agreement of the parties during such stakeholder meetings. Additionally, Arini Geographics will produce an Overall Progress Status report to be discussed monthly during IT governance review.

For future years of the agreement, FY 20/21 and 21/22, a similar process will be followed working with City IT staff to identify projects, priorities, estimated budgets (subject to available and appropriated funds within the maximum amount allowed under this Agreement) and deliverables.

Towards a Smart City Digital Twin Model

Arini Geographics has a good understanding of the City of Santa Clara needs, and is providing best-in-class professional GIS services to the City, including:

- Business process analysis, requirements elicitation, workflow diagramming and streamlining recommendations;
- Development and implementation of geo-data standards and geospatial information handling procedures;
- GIS data layers (e.g. asset classes, addresses, buildings, etc.) development, acquisition, quality assurance and maintenance;
- GIS technology selection, deployment, and vendor relationship management;
- Enterprise GIS architecture and integration with multiple citywide line-of-business applications
- GIS-based web/mobile-based applications development and maintenance;
- Enterprise geospatial repository design, tune-up, and maintenance;
- On-demand geospatial analysis and cartography;
- Staff training and enterprise GIS technical support; and
- Other GIS specific services to meet City's mandate.

The maturity of the City Enterprise GIS that Arini Geographics helped create is expressed in its readiness, robustness, and flexibility to integrate with various business-specific information systems, increasing their value and accelerating the return on investment, while providing organization and time-savings to the City, through supplying validated location information and functionality, with measurable significant improvements in operational effectiveness; data-driven decision-making; and community engagement, approval, and quality of life.

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.

Consultant shall provide a schedule of rates and fees billing amounts and costs set forth in the schedule as follows.

Title / Role	Rate / Hour
Enterprise GIS Architect	\$220.00
Project Portfolio Manager	\$172.00
Geospatial Communications Manager	\$172.00
GIS Analyst – Integration	\$147.00
GIS Analyst – Administrator	\$147.00
GIS Analyst – Developer	\$147.00
GIS Technician – Operations	\$115.00
GIS Technician - Field Data Collection	\$115.00
GIS Technician – Cartography	\$115.00

Additionally, at times, Arini Geographies 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)

Vendor 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 C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara - IT Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.