SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT

This Second Amendment to the Service Provider Agreement, entered into this 2nd day of September 2020, between the CITY OF ALAMEDA, a municipal corporation ("City") and AVINEON, INC. (a Delaware corporation), whose address is 1430 SPRING HILL RD. STE 300, MCLEAN, VA 22102 ("Provider"), is made with reference to the following:

RECITALS:

A.   On August 8, 2019, City and Provider entered into Service Provider Agreement ("the Agreement") with compensation for such services not to exceed $25,000.

B.   On October 7, 2019, City and Provider entered into the First Amendment to the Agreement, with compensation not to exceed $69,900.

C.   City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 8th day of August 2019, and shall terminate on the 1st day of September 2021, unless terminated earlier as set forth herein.

2. Paragraph 2 SERVICES TO BE PERFORMED is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit B to the Agreement, Exhibit C to the First Amendment, and Exhibit D to this Second Amendment, as requested. Provider acknowledges that the work plan included in Exhibit B to the Agreement, Exhibit C to the First Amendment, and Exhibit D to this Second Amendment is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3 COMPENSATION of the Agreement is modified to read as follows:
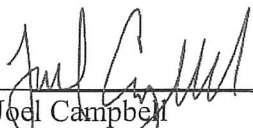
By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B to the Agreement, Exhibit C to the First Amendment, and Exhibit D to this Second Amendment and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B to the Agreement, Exhibit C to the First Amendment, and Exhibit D to this Second Amendment.

The total compensation for this Amendment is not to exceed $40,840. The total compensation for this Agreement, is not to exceed $135,740.

3.   Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.
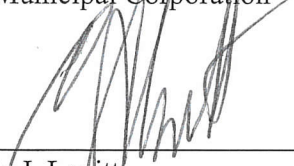
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Service Provider Agreement to be executed on the day and year first above written.
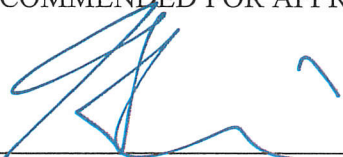
AVINEON, INC.
A Delaware corporation

Joel Campbell
Vice President – Commercial Systems

Heesun Robertson
Secretary
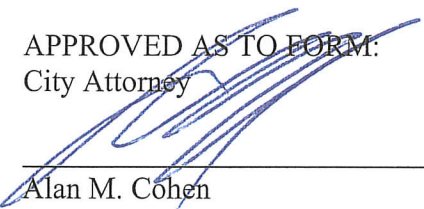
CITY OF ALAMEDA
A Municipal Corporation

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

Gerry Beaudin
Assistant City Manager

APPROVED AS TO FORM:
City Attorney

Alan M. Cohen
Assistant City Attorney

EXHIBIT D TO <u>SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT</u>

D.1   GIS Curriculum Development

Avineon, Inc. (Avineon) shall provide up to twenty-four (24) hours of support from its employee, Chad Collins, to support the City of Alameda (City) and the Alameda Unified School District to build their GIS curriculum, together with College of Alameda on an as needed basis. Subject to his availability, Mr. Collins will serve as a consultant on teleconferences as requested by the City.

Avineon will invoice the City monthly for hours actually worked by Mr. Collins at an hourly rate of $160.00 per hour, with a not to exceed cap of $3,840.00.

D.2   Fiber Network Mapping

Avineon shall perform the following fiber network mapping tasks:

- Using City-provided data sources (four Adobe PDF maps and one Microsoft Excel file with fiber network cable IDs, closures, and strand related information), Avineon will derive information from the digital PDF map files and compile and map out GIS fiber features (OH/UG fiber lines, splice closure locations, splice closure locations for CATV nodes, and fiber network service grid) into an Esri standard geodatabase model for data communications (including fiber networks). After digitizing fiber network data from the digital PDF map files, Avineon will perform attribution of the newly mapped fiber network features based on information derived from the digital PDF maps as well as the provided fiber network-related Microsoft Excel file.
- Upon completing the City's fiber network mapping, Avineon will conduct an online meeting with stakeholders at the City to review the newly mapped fiber network data.
- Upon acceptance of the newly mapped fiber network data, Avineon will publish the fiber network geodatabase data to the City's ArcGIS Online environment, where Avineon will create an ArcGIS Online fiber network map and simple, out-of-the-box Web AppBuilder application named *City of Alameda Fiber Network Viewer*. Avineon will conduct an online meeting with stakeholders at the City to review and demonstrate the *City of Alameda Fiber Network Viewer*.
- Upon acceptance of the *City of Alameda Fiber Network Viewer* application, Avineon will coordinate with the City's IT department to transfer ownership of the fiber network content created on the City's ArcGIS Online organization account.

The GIS data produced during the above tasks are only as accurate as the as the PDF and Excel data sources provided by the City. Avineon's scope of work does not include validating the City-provided data sources.

Avineon will invoice the City monthly for hours actually worked by Avineon staff in the labor categories and out the hourly rates indicated in the table below.

Labor Category	Hourly Rate
GIS Project Manager	$180.30
Senior GIS Consultant	$160.00
GIS Application Developer	$142.06
GIS System/Database Administrator	$120.20
GIS Technician	$71.03

The not to exceed cap for completion of the fiber network mapping tasks shall be $20,000.00.

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D.3   GIS Support

Avineon will provide ad hoc GIS professional support services as arranged and scheduled with the City. Assigned tasks and support assistance will be provided by the most knowledgeable and efficient Avineon staff given the nature of the assignment.

Avineon will invoice the City monthly for hours actually worked by Avineon staff in the labor categories and out the hourly rates indicated in the table below.

Labor Category	Hourly Rate
GIS Project Manager	$180.30
Senior GIS Consultant	$160.00
GIS Application Developer	$142.06
GIS System/Database Administrator	$120.20
GIS Technician	$71.03

The not to exceed cap for completion of the GIS support tasks shall be $10,000.00.

D.4   911 Reporting Areas Enrichment

Using the recently completed NG911 standardized GIS data at the City of Alameda 911, Avineon will perform the following tasks to enhance the reporting areas data and further enrich the road centerlines and address points data layers.

- Reporting Areas Enhancement:
    - Avineon has identified approximately 185 areas of concern throughout the reporting area data layer, where multiple reporting areas are present for a single adjacent road centerline segment. These areas, along with areas found to be non-linear/nonsensical, will be reviewed and reconciled within the reporting areas feature class. Avineon will collaborate with City 911 staff to verify information as necessary.
- Road Centerlines and Site Structure Address Points Enrichment:
    - For each road centerline feature (segment), the reporting area and beat attribute information will be predicated from the reporting area data layer and added to the RoadCenterlines feature class attribute table as found on the left and right sides of each road centerline segment (i.e., LEFT_ReportingArea/RIGHT_ReportingArea and LEFT_Beat/RIGHT_Beat).
    - For each address point feature, the reporting area and beat attribute information will be predicated from the reporting area data layer and added to the SiteStructureAddressPoints feature class attribute table as found in the geographic location of each address point feature (i.e., ReportingArea and Beat).
- Avineon will provide the final enriched data to the City and its consultant, Sun Ridge Systems, for testing of this data in the new RIMS CAD software.

Avineon will invoice the City monthly for hours actually worked by Avineon staff in the labor categories and out the hourly rates indicated in the table below.

Labor Category	Hourly Rate
GIS Project Manager	$180.30
Senior GIS Consultant	$160.00
GIS Application Developer	$142.06
GIS System/Database Administrator	$120.20
GIS Technician	$71.03

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The not to exceed cap for completion of the 911 reporting areas enrichment data manipulation tasks shall be $7,000.00.