

**BETWEEN THE CITY OF PALO ALTO AND  
KAMTECH SYSTEMS, LLC.  
FOR PROFESSIONAL SERVICES  
TECHNICAL CONSULTANT SERVICES**

This Amendment No. 1 to Agreement No. S09128961 ("Agreement") is entered into December 17, 2008, by and between the CITY OF PALO ALTO ("CITY"), and KAMTECH SYSTEMS, LLC, located at 7320 College Street, Suite 101, Irmo, SC 29063 (PH) 803-407-1411 ("CONSULTANT").

**R E C I T A L S :**

WHEREAS, the Agreement was entered into between the parties for the provision of technical support services; and

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

**SECTION 4.** The section entitled "COMPENSATION" is hereby amended to read as follows:

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed One hundred Seventy Seven Thousand One Hundred Dollars (\$177,100.00). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

The following exhibit(s) to the Agreement is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

a. Exhibit "C-1" entitled "COMPENSATION".

Except as herein modified, all other provisions of the Agreement, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

**CITY OF PALO ALTO**

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Asst. City Attorney

APPROVED:

\_\_\_\_\_  
Assistant City Manager

\_\_\_\_\_  
Director of Administrative Services

Attachments: Exhibit "C-1"

**KAMTECH SYSTEMS, LLC.**

By: \_\_\_\_\_

Name: W. Michael Bordwine

Title: Vice President

By: \_\_\_\_\_

Name: Brian A. Hermann

Title: President

**EXHIBIT "C-1"**

**COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule included below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$177,100.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Telephone, cellular phone, fax transmission and postage charges at actual cost.

All requests for payment of expenses, shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$200.00 shall be approved in advance by the CITY's project manager.

**ADDITIONAL SERVICES**

CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth below. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**HOURLY RATE SCHEDULE**

**Senior Technical Consultant**

**\$115.00 per Hour**



AMENDMENT NO. 2 TO AGREEMENT NO. S08125876  
BETWEEN THE CITY OF PALO ALTO AND  
DIETHER ROTH, A SOLE PROPRIETOR

This Amendment No. 2 to Agreement No. S08125876 ("Agreement") is entered into December 17, 2008, by and between the CITY OF PALO ALTO ("CITY"), and Diether Roth, a Sole Proprietor, located at P.O. Box 51445, Pacific Grove, CA 93950 (PH) 831-333-1777 ("CONTRACTOR").

R E C I T A L S:

WHEREAS, the Agreement was entered into between the parties for the provision of technical support services; and

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 3. The section entitled "TERMS" is hereby amended to read as follows:

**TERM.** The services provided under this agreement shall commence on 10/01/2007 and shall be completed before 12/01/2009.

SECTION 4. The section entitled "COMPENSATION" is hereby amended to read as follows:

**COMPENSATION.** CITY shall pay CONTRACTOR as compensation for the full performance of this Contract:



AMENDMENT NO. 1 TO AGREEMENT NO. S07120881

BETWEEN THE CITY OF PALO ALTO AND  
ARISTON CONSULTING & TECHNOLOGIES, INC.  
FOR PROFESSIONAL SERVICES OF SAP SUPPORT CONSULTANT SERVICES

This Amendment No. 1 to Agreement No. S07120881 ("Agreement") is entered into December 17, 2008, by and between the CITY OF PALO ALTO ("CITY"), and ARISTON CONSULTING & TECHNOLOGIES, INC., a California Corporation, located at 6046 Cornerstone Court, San Diego, CA 92121 ("CONSULTANT").

R E C I T A L S:

WHEREAS, the Agreement was entered into between the parties for the provision of SAP technical support services; and

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 2. The section entitled "TERM" is hereby amended to read as follows:

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution to December 31, 2009 or upon completion of services, unless terminated earlier pursuant to Section 20 of this Agreement. The Term may be extended, upon mutual agreement of both parties, for up to two additional one year periods, if necessary.

SECTION 4. The section entitled "COMPENSATION" is hereby amended to read as follows:

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services

described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Three Hundred Twenty Thousand Nine Hundred Dollars (\$320,900.00). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

The following exhibit(s) to the Agreement is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "C-2" entitled "**COMPENSATION**".

Except as herein modified, all other provisions of the Agreement, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.



CITY OF PALO ALTO

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Asst. City Attorney

APPROVED:

\_\_\_\_\_  
Assistant City Manager

\_\_\_\_\_  
Director of Administrative Services

Attachments: Exhibit "C-2"

ARISTON CONSULTING &  
TECHNOLOGIES, INC.

By: *[Signature]*

Name: John R Meyer

Title: General Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "C-2"

## EXHIBIT "C-2"

### COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$ 320,900.00.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

### REIMBURSABLE EXPENSES

CITY shall reimburse CONSULTANT for reimbursable expenses at a per diem rate of \$200 per day. Partial days will be prorated based on an 8 hour day. No expenses will be submitted for remote or off site work performed by CONSULTANT. Expenses for which CONSULTANT shall be reimbursed are:

A: Travel including flights, rental car, hotel lodging, and meals. All requests for payment of expenses shall be accompanied by appropriate back up information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY's project manager.

### ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of

for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT C-1**  
Hourly Rate Schedule

Hourly Rates	
POSITION TITLE	HOURLY RATE
Project Manager	\$165 per hour
Functional Consultant	\$150 per hour
Technical Consultant (BASIS)	\$135 per hour
SAP Developer (ABAP)	\$120 per hour
Trainer	\$100 per hour

