

**AMENDMENT NO. 1 TO AGREEMENT NO. C2019 282**  
Financial System Software Server on Premise Migration

City Budget Code: 49610-53201  
49510-53201

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2019 282, entitled Financial System Software Server on Premise Migration (**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Koa Hills Consulting LLC, a Limited Liability Corporation ("**Consultant**"), is effective on the Effective Date identified on the signature page.

**RECITALS**

A. City and Consultant entered into the Agreement, effective October 8, 2019 for an amount not to exceed \$30,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including moving the financial software servers from Central Square ASP hosted environment to the City of Napa on-premise.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the Scope of Additional Services and Schedule of Performance, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. **SCOPE OF ADDITIONAL SERVICES.** Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

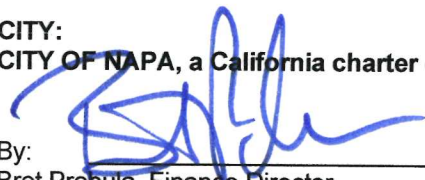
3. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$178,356. The cumulative total compensation payable to the Consultant will not exceed \$208,356 without prior written authorization from the City (based on \$30,000 for the original Agreement and any prior amendments thereto, plus \$178,356 for this Amendment).

4. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

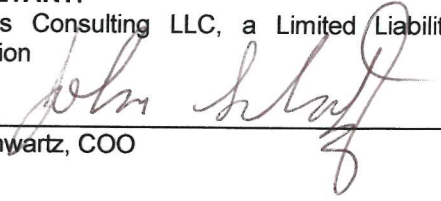
5. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

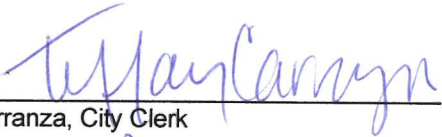
IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

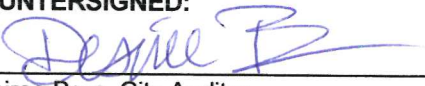
By:   
Bret Prebula, Finance Director

**CONSULTANT:**  
Koa Hills Consulting LLC, a Limited Liability Corporation

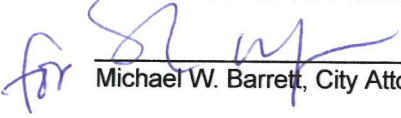
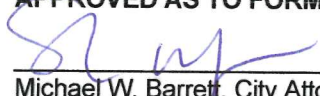
By:   
John Schwartz, COO

**ATTEST:**   
Tiffany Carranza, City Clerk

Date: Dec - 16, 2019  
("Effective Date")

**COUNTERSIGNED:**   
Desiree Brun, City Auditor

**APPROVED AS TO FORM:**

   
for Michael W. Barrett, City Attorney

Sabrina S. Wolfson, Deputy City Attorney

## EXHIBIT "A"

### SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified times:

Provide technical, application and project management support of the on-premise financial servers.

Per Month Total Cost - \$7,275:

- Technical Support - \$4,800 per month.
- Application Support – \$1,600 per month for up to 10 hours with additional hours as requested and approved at \$160 per hour.
  - A quarterly assessment conducted with the Koa Hills project manager and City of Napa Information Technology Manager will determine if increased or decreased application support is necessary for the following quarter.
- Project Management Support – \$875 per month for 5 hours at \$175 per hour.
- Two on-site visits: charges to be billed as incurred but not to exceed \$3,756 total; \$1,878 per trip.