

AMENDMENT NO. 3 TO AGREEMENT NO. C2019 282
Financial System Software Server On-Premises Migration

City Budget Code: _____

This Amendment No. 3 (this "**Amendment**") to City Agreement No. C2019 282, entitled Financial System Software Server On-Premises Migration ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Koa Hills Consulting, LLC, a California limited liability company ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

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-premises. City and Consultant previously entered into Amendment No. 1 to the Agreement, effective December 16, 2019, and Amendment No. 2 to the Agreement, effective August 27, 2021.

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

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 \$135,000. The cumulative total compensation payable to the Consultant will not exceed \$605,736 without prior written authorization from the City (based on \$470,736 for the original Agreement and any prior amendments thereto, plus \$135,000 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; ELECTRONIC 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. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the

same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. 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

CONSULTANT:
Koa Hills Consulting LLC, a California limited liability company

By: _____
Rajneil Prasad, Finance Director

By: _____
John Schwartz, COO

Date: _____
("Effective Date")

COUNTERSIGNED:

Joy Riesenbergs, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will continue to perform the Additional Services described below, until completion of the project:



Project Quote

May 18, 2023

Continued Technical and Application Support

Prepared For: Sasha Payaslian
Systems Analyst
City of Napa
955 School Street, Napa, CA 94559
(707) 258-7845
spayaslian@cityofnapa.org

Professional Services - July of 2023 through June of 2024 - 12 months

Task Description	Monthly Rate
Technical Support	\$2,400
Application Support	\$800
Project Management	\$875
Tools Support	\$7,200
Total, Monthly	\$11,275

- This Quote is valid for 90 Days.
- Additional hours may be purchased at the discounted rate of \$160/hr. Project management is \$175/hr.

Please confirm your acceptance of this quote by signing below:

Signature _____

Print Name _____

Date _____