

**AMENDMENT NO. 2 TO AGREEMENT NO. C2021 162**

Public Safety Software Systems Support and Technology Project Management

City Budget Code: 10012201-53210

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2021 162, entitled Public Safety Software Systems Support and Technology Project Management ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Cloud 5 Solutions LLC, a Pennsylvania 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 June 23, 2021, for an amount not to exceed \$500,000; \$165,000 for FY21/22, \$165,000 for FY23/24 and \$165,000 for FY23/24, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including Configuration and Troubleshooting to include:

- 911 Computer Aided Dispatch (CAD) and all ancillary components
- Mobile applications
- Configure and provide Tier 1 and 2 level support for Public Safety software systems.
- Configure and support Virtualization Infrastructure as Tier 1 and 2 level.
- Interface with vendors for support issues beyond Tier 1 and 2.
- Configure and support SQL databases for various software platforms.
- Assist with ArcGIS/ESRI projects as needed and where applicable.
- Supplement City of Napa IT resources wherever possible and as needed.
- Provide Project Management services and/or assist with Project Management services on Technology related projects.

City and Consultant previously entered into Amendment No. 1 to the Agreement, effective May 3, 2022.

- B. The parties desire to amend the Agreement to increase the Compensation total not-to-exceed of the Agreement.

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. **COMPENSATION.** The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the Compensation Rates and Charges attached in Amendment No. 1 Exhibit "A" and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$ 520,000; \$165,000 for FY 21/22, \$173,995 for FY 22/23, \$180,000 for FY 23/24 without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in the original Agreement Exhibit "A", Consultant will be compensated in accordance with the rates and charges in Amendment No. 1 Exhibit "A". Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

3. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the subject matter hereof. This Amendment supersedes all prior negotiations, agreements and understandings regarding the subject matter hereof, 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.

4. **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:**  
 Cloud 5 Solutions LLC, a Pennsylvania limited liability company

By: \_\_\_\_\_  
 Liz Habkirk, Assistant City Manager

By: \_\_\_\_\_  
 Travis M. Enders, Managing Member

Date: \_\_\_\_\_  
 ("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
 Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Michael W. Barrett, City Attorney