

**AMENDMENT NO. 2 TO AGREEMENT NO. C2025-037**  
Enterprise Resource Planning (EERP) Support

City Budget Code: 40LANDMGMT-SERVICES-  
63012210-53210

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2025-037, entitled Enterprise Resource Planning (EERP) Support ("**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 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 March 13, 2025, for an amount not to exceed \$150,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including Enterprise Permitting & Licensing (EPL) Implementation, analyst on demand hours for financial support and project management.

B. City determined that additional dollars ("**Additional Services**") were required to continue, modify, or expand the Services performed under the Agreement and executed Amendment No. 1 to the agreement, effective August 19, 2025.

C. City has determined that additional dollars ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Services and Schedule of Performance*, attached as **Exhibit "A"** to C2025-037.

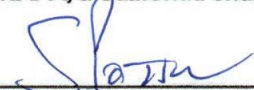
NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

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 Additional Services in an amount not to exceed \$235,000. The cumulative total compensation payable to the Consultant will not exceed \$535,000 without prior written authorization from the City (based on \$150,000 for the original Agreement for FY24/25, plus \$150,000 for amendment No 1 for FY25/26, plus \$235,000 for this Amendment for FY25/26).
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.

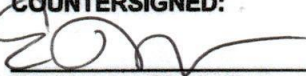
**CITY:**  
CITY OF NAPA, a California charter city


By:   
Steve Potter, City Manager

**CONSULTANT:**  
Koa Hills, Consulting, LLC, a limited liability corporation

By:   
John Schwartz, COO

Date: 12/11/25  
("Effective Date")

**COUNTERSIGNED:**  
  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**  
  
Christopher Diaz, Interim City Attorney  
Kylar Rarden

## EXHIBIT "A"

### SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. **SCOPE OF SERVICES.** Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

#### 1 Introduction

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This Statement of Work ("SOW") between the City of Napa, hereby known as "Customer", and Koa Hills Consulting, hereby known as "Koa Hills", describes tasks and initiatives relating to the needs at the City of Napa.

This document outlines the following:

- Scope of services
- Period of performance
- Project assumptions
- Acceptance criteria
- Change control
- Project Costs

#### 2 Scope of Services

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Initiatives or tasks not described in this SOW are agreed to be out-of-scope and not included in the SOW. Either party may communicate change requests to the other party through the Change Control Process defined in section 6. The scope for this SOW is defined below.

##### 2.1 Organizational Scope

The organizational scope includes all Customer departments, divisions, or other functional areas that use the current ERP solution.

##### 2.2 Geography and Language Scope

The geographical scope includes the United States and the City of Napa. Koa Hills will schedule team members either to be onsite or to be available remotely, as appropriate.

##### 2.3 User Scope

The user scope includes all of the Customer's active users of the current ERP solution.

##### 2.4 EP&L Implementation - 420 hours

Koa Hills Consulting will continue to support the implementation of Napa's EP&L system (go live in July 2025).

Key tasks to be performed by Koa Hills include:

- System setup
- Conversion assistance
- Workflow development
- Training

## 2.5 Analyst On Demand - 250 hours

The Analyst on Demand service allows the Customer to request ad hoc services from Koa Hills Consulting, including:

- o SSRS report development
- o Financials and HR/Payroll consultation
- o Dashboard/Hubs development
- o Security configuration
- o Workflow configuration
- o New feature consultation

## 2.6 Project Management - 50 hours

Koa Hills will provide project management related to the consultation services noted above.

Key tasks to be performed by Koa Hills include:

- Monitoring and reporting on project status
- Schedule and manage Koa Hills resources
- Ensure that Koa Hills project deliverables are fulfilled
- Monitor the progress of project tasks
- Track the project budget
- Serve as the initial escalation point for all project issues
- Manage project change requests

## 3 Period of Performance

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The estimated Period of Performance of this project will begin on 2/17/2025 and end on 6/30/2025.

## 4 Project Assumptions

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Assumptions are factors that are considered to be known as true by the Customer and Koa Hills when planning for this project. The list of assumptions made for this project are as follows:

- The Customer has the will and the authority to enter into the project.
- Adequate funding will be available to complete the project
- The Customer will provide required resources and fulfill Customers project responsibilities.
- The Customer will continue to provide strong, effective executive sponsorship for the project
- The Customer will provide adequate, qualified staff resources to complete the project.
- The Customer will furnish and maintain the necessary infrastructure for the project to Koa Hills and to the Customer's users, including but not limited to:
  - o Remote and local network access
  - o Connectivity to all ERP servers and applications

## 5 Acceptance Criteria

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Customer and Koa Hills will follow best practices throughout the project and mutually identify criteria for completion of the project. The overall scope of work will be considered complete when one or more of the following criteria are met:

- Koa Hills has delivered the agreed-upon hours
- Customer and Koa Hills agree that no further assistance is needed

## 6 Change Control

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In the event that either Koa Hills or the Customer identifies an activity or objective that is beyond the scope set forth in this SOW, the parties agree to take the following steps:

1. Notification should be provided to the other party that documents the change requested. The following details should be provided as part of an official Change Request:
  - Change requested - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
  - Estimated project impact - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
  - Estimated cost - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.
2. If the Change Request is acceptable to all parties, it should be executed by representatives for Koa Hills and the Customer. Once this is complete, work on the Change Request can be started. Any additional costs will be billed according to rates established in section 7.