

AMENDMENT NO. 2 TO AGREEMENT NO. C2025-037

Enterprise Resource Planning (ERP) Support

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

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2025-037, entitled Enterprise Resource Planning (ERP) 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

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

By: _____
Steve Potter, City Manager

By: _____
John Schwartz, COO

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney