



**CITY OF PALO ALTO
CITY COUNCIL
Special Meeting
Monday, February 12, 2024
Council Chambers & Hybrid
5:30 PM**

Agenda Item

8. Approval of Contract Amendments with AgreeYa Solutions, INC., Elegant Enterprise-Wide Solutions, INC., Forsys, INC., Object Technology Solutions, INC., Techlink Systems, INC., ZION Cloud Solutions, INC., and Inspyr Solutions, LLC., for IT On-Call Professional Services, to Increase the Combined Annual Not-To-Exceed Amount to \$1,250,000 and a Contract Not-To-Exceed total of \$3,940,000; CEQA Status - Not a Project.



City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: IT Department

Meeting Date: February 12, 2024

Report #:2309-2072

TITLE

Approval of Contract Amendments with AgreeYa Solutions, INC., Elegant Enterprise-Wide Solutions, INC., Forsys, INC., Object Technology Solutions, INC., Techlink Systems, INC., ZION Cloud Solutions, INC., and Inspyr Solutions, LLC., for IT On-Call Professional Services, to Increase the Combined Annual Not-To-Exceed Amount to \$1,250,000 and a Contract Not-To-Exceed total of \$3,940,000; CEQA Status - Not a Project.

RECOMMENDATION

Staff recommends that the Council approve and authorize the City Manager or designee to execute 'Amendment One' of seven IT General On-Call Professional Services contracts to increase the annual combined not-to-exceed amount from \$480,000 annually to \$1,250,000 annually across all seven contracts for years 4-5. This brings the new contract not-to-exceed combined amount of all seven contracts to \$3,940,000 over a five-year period, to provide department-specific projects and/or solutions. The seven contracts are with:

- 1) AgreeYa Solutions, INC., C20174582B;
- 2) Elegant Enterprise-Wide Solutions, INC., C20174582C;
- 3) Forsys INC., C20174582D;
- 4) Object Technology Solutions, INC., C20174582E;
- 5) Techlink Systems, INC., C20174582F;
- 6) Zion Cloud Solutions, INC., C20174583G; and
- 7) Inspyr Solutions, LLC, C20174582H (formerly Genuent Global, LLC)

BACKGROUND

In July 2019, staff issued a Request for Proposal (RFP) to identify several qualified firms to provide IT on-call professional services on an as-needed basis to help with day-to-day enhancements, projects, backfills, break fixes, and modernization.

The City Council previously approved these seven contracts for five-years on June 22, 2020, CMR 11360 ¹.

The time-limited, on-call project support services that staff typically seeks for IT as needed services include, but are not limited, to:

- SharePoint implementation and development projects (building and maintaining)
- SharePoint Sites for City departments
- Application software development projects
- System architecture, design, and solution projects
- Cybersecurity projects
- Enterprise data governance projects
- Disaster recovery and business continuity projects (emergency preparedness)

ANALYSIS

The IT Department has had several requests from other departments for temporary on-call contractors to help with specific specialized projects. Such requests include data entry specialists for the Clerk's Office and the Police Department as well as for Business Intelligence (BI) developers for the Planning Department and Utilities Department. The demand to utilize these contracts from other City departments is continuing to increase. Having the flexibility for staff to use these competitively bid contracts has allowed IT, in partnership with other departments, to quickly review consultant qualifications, onboard them, and have them complete these specialized projects. Without increasing the not-to-exceed amount for these contracts, staff would not be able to complete both IT specific project requests that require temporary on-call resources, but also other City department requests.

Increasing the not-to-exceed amount does not necessarily mean that staff will spend the full amount. The City does not guarantee any minimum quantity of work or compensation with any of these consultants during the contract period.

FISCAL/RESOURCE IMPACT

The FY 2024 Adopted Operating Budget for the Information Technology Department has \$380,000 budgeted in the Technology Fund for these on-call contracts annually. Other City departments who leverage these contracts will be using their departmental budget to fund their projects.

Year 1-3 combined Not-To-Exceed: \$480,000 annually (\$1,440,000).

Year 4-5 combined Not-To-Exceed: \$1,250,000 annually (\$2,500,000).

¹CMR 11360; <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmr/2020/id-11360.pdf>

New combined Years 1-5 contract Not-To-Exceed Total: \$3,940,000.

Funding for subsequent contract years will be subject to approval through the annual budget development process. The IT Department is funded by an internal service fund. Approximately 40% of the department is General Fund funded with the remaining 60% funded by enterprise and special revenue funds.

STAKEHOLDER ENGAGEMENT

The services are coordinated with internal stakeholders and the service providers.

ENVIRONMENTAL REVIEW

Council action on this item is not a project as defined by CEQA because these contracts are for ongoing maintenance activities of the City's virtual infrastructure and will not result in direct or indirect physical changes in the environment. CEQA Guidelines section 15378(b)(2) and (5).

ATTACHMENTS

Attachment A: C20174582B-H_Amendment 1_IT On-Call Professional Services

APPROVED BY:

Darren Numoto, Chief Information Officer

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582B
BETWEEN THE CITY OF PALO ALTO AND
AGREEYA SOLUTIONS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582B (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **AGREEYA SOLUTIONS, INC.**, a California Corporation, located at 605 Coolidge Drive, Folsom, CA 95630 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. **Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C20174582B between CONSULTANT and CITY, dated June 22, 2020.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

AGREEYA SOLUTIONS, INC.

Officer 1

By:  _____
DocuSigned by: 0D9D2D1051E4497...

Name: Sanjay Khosla _____

Title: Managing Partner _____

Officer 2

By:  _____
DocuSigned by: 0B62F403FC8F436...

Name: Ajay Kaul _____

Title: Managing Partner _____

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582C
BETWEEN THE CITY OF PALO ALTO AND
ELEGANT ENTERPRISE-WIDE SOLUTIONS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582C (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **ELEGANT ENTERPRISE-WIDE SOLUTIONS, INC.**, a Virginia Corporation, located at 24035 Whitten Farm Ct, Aldie, VA 20105 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C20174582C between CONSULTANT and CITY, dated June 22, 2020.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

Vers.: Aug. 5, 2019

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

**ELEGANT ENTERPRISE-WIDE
SOLUTIONS, INC.**

Officer 1

By: _____
DocuSigned by:
Vikas Arora
5ABDA8DA4A7C45E...

Name: Vikas Arora

Title: President

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582D
BETWEEN THE CITY OF PALO ALTO AND
FORSYS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582D (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **FORSYS INC.**, a California Corporation, located at 691 S. Milpitas Blvd., Suite 213, Milpitas, CA 95035 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. **Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C20174582D between CONSULTANT and CITY, dated June 22, 2020.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

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SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

FORSYS INC.

Officer 1

By: _____
DocuSigned by:
Jayaprasad Vejendla
3B40BFE957BF437...

Name: Jayaprasad Vejendla

Title: CEO

Officer 2

By: _____
DocuSigned by:
Ramesh Konda
7C6A3AE29A1545B...

Name: Ramesh Konda

Title: VP, Strategic Accounts

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582H
BETWEEN THE CITY OF PALO ALTO AND
INSYPR SOLUTIONS, LLC**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582H (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **INSYPR SOLUTIONS, LLC**, a Delaware Limited Liability Corporation, located at 600 Corporate Drive., Suite 500, Fort Lauderdale, FL 33334 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The CITY and INSYPR SOLUTIONS, LLC entered into the Contract (defined below). Pursuant to the Novation Agreement (detailed below) executed between INSYPR SOLUTIONS, LLC, and CITY, wherein INSYPR SOLUTIONS, LLC was transferred the obligations of the Contractor under the Contract and INSYPR SOLUTIONS, LLC thereby became the Contractor under the Contract.

C. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C21074582H dated June 22, 2020 as assigned by INSYPR SOLUTIONS, LLC pursuant to the Novation Agreement to Contract No. C21074582H between INSYPR SOLUTIONS, LLC, and CITY, wherein INSYPR SOLUTIONS, LLC was transferred the obligations of the Contractor under the Contract INSYPR SOLUTIONS, LLC thereby became the Contractor under the Contract..

Vers.: Aug. 5, 2019

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. **Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. **Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

INSPYR SOLUTIONS LLC

Officer 1

By:  DocuSigned by:
4012980EE15F449...

Name: Trent Beekman

Title: CEO

Officer 2

By:  DocuSigned by:
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Name: Scott Forester

Title: CFO

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582E
BETWEEN THE CITY OF PALO ALTO AND
OBJECT TECHNOLOGY SOLUTIONS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582E (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **OBJECT TECHNOLOGY SOLUTIONS, INC.**, a Kansas Corporation, located at 6363 College Blvd., Suite 230, Overland Park, Kansas 66211 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C20174582E between CONSULTANT and CITY, dated June 22, 2020.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

Vers.: Aug. 5, 2019

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

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SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

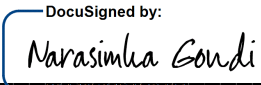
City Manager

APPROVED AS TO FORM:

City Attorney or designee

**OBJECT TECHNOLOGY SOLUTIONS,
INC.**

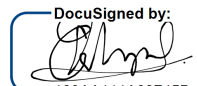
Officer 1

By:  DocuSigned by:
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Name: Narasimha Gondi

Title: President

Officer 2

By:  DocuSigned by:
189AA1111A83745B...

Name: Krishna Pal

Title: VP, Accounting & Finance

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582F
BETWEEN THE CITY OF PALO ALTO AND
TECHLINK SYSTEMS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582F (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **TECHLINK SYSTEMS, INC.**, a California Corporation, located at 220 Montgomery Street, Suite 1018, San Francisco, CA 94104 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. **Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C20174582F between CONSULTANT and CITY, dated June 22, 2020.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

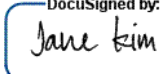
City Manager

APPROVED AS TO FORM:

City Attorney or designee

TECHLINK SYSTEMS, INC.

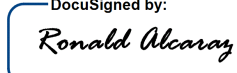
Officer 1

By:  _____
DocuSigned by:
FA793FDDA81F4B4...

Name: Jane Kim

Title: CEO

Officer 2

By:  _____
DocuSigned by:
00070239B08E4AA...

Name: Ronald Alcaraz

Title: CFO

**AMENDMENT NO. 1 TO CONTRACT NO. C20174582G
BETWEEN THE CITY OF PALO ALTO AND
ZION CLOUD SOLUTIONS, LLC**

This Amendment No. 1 (this “Amendment”) to Contract No. C20174582G (the “Contract” as defined below) is entered into as of September 25, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **ZION CLOUD SOLUTIONS, LLC**, a Illinois Limited Liability Corporation, located at 2700 Patriot Blvd., Suite 250, Glenview IL 60026 (“CONSULTANTS”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to provide implementation specialized information technology to enhance the City’s business functionality and overall performance, while maintaining a high degree of customer satisfaction (“Project”) and to engage a consultant to provide support services on an on-call, as needed, time-limited basis in the connection with the Project, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase compensation by One Million Five Hundred Forty Thousand Dollars (\$1,540,000) from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to a new not-to-exceed amount of Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000) over the term of the contract across a total of seven (7) consultant agreements (C20174582H, C2017458B, C20174582C, C2017174582D, C20174582E, C20174582F, and C20174582G).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C20174582G between CONSULTANT and CITY, dated June 22, 2020.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

Vers.: Aug. 5, 2019

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” Scope of Services shall not exceed Three Million Nine Hundred Forty Thousand Dollars (\$3,940,000). The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.”

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

ZION CLOUD SOLUTIONS, LLC

Officer 1

DocuSigned by:
Carmen Reddy
By: _____
50C6EE6E1A3D4F6...

Name: Carmen Reddy

Title: President

Officer 2

DocuSigned by:
Soaham Joshi
By: _____
2A64D294612547B...

Name: Soaham Joshi

Title: IT Service Delivery Director