

**FIRST AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY OF  
SUNNYVALE AND NOVAMODUS, INC. FOR ORACLE ENTERPRISE RESOURCE  
PLANNING (ERP) SUPPORT AND TESTING SERVICES**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and NOVAMODUS, INC. ("CONSULTANT"), a business management consulting firm.

WHEREAS, CITY and CONTRACTOR entered into a Services Agreement dated March 15, 2025, for Oracle Enterprise Resource Planning (ERP) Support and Testing Services (the "Agreement"); and

WHEREAS, the Agreement included four (4) options to extend the term, at the CITY's option; and

WHEREAS, the CITY and CONTRACTOR desire to increase the maximum compensation and exercise the first of the four (4) one-year contract extensions; and

NOW, THEREFORE, THE CITY AND CONTRACTOR ENTER INTO THIS FIRST AGREEMENT TO THE AGREEMENT:

1. Section 2 entitled "Time for Performance" is hereby deleted and replaced in its entirety to read as follows:

The term of this Agreement shall be from the date of execution through March 31, 2027, unless otherwise terminated in accordance with Section 17 below. The City Manager, at City's sole discretion, may extend this Agreement for three (3) one-year periods, subject to available funding.

2. Section 4 entitled "Compensation" is hereby deleted and replaced in its entirety to read as follows:

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amount not-to-exceed Four Hundred Seventy Eight Thousand Eight Hundred Dollars (\$478,800.00), at the rates set forth in Exhibits "B" and "B-1", attached hereto and incorporated herein by this reference.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

3. Exhibit B-1 is hereby added to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

NOVAMODUS, INC. ("CONSULTANT")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

Attachment:  
Exhibit B-1

## EXHIBIT B-1 COMPENSATION

### Professional Service Fees- Effective April 2026

#### Application Managed Support Services

Based on the scope of work (covered under the scope section of this SOW), the following fee structure will be applicable.

Nature of Service	# of hours per month*	Monthly Fees
Tiers 2 and 3 support (incl. bug fixes) – Between 7 a.m. and 8 p.m. PST, Monday-Friday (working days)	90 hours	\$12,109.50
Tiers 2 and 3 support (incl. bug fixes) – Holidays and Weekends for Priority 1 Support Requests	As required	\$150/hour

In a given month when the stipulated hours are not used, the unused hours are to be banked for future use, until the end of this Statement of Work.

Additional hours at the end of the year, over the contracted 1080 hours, will be billed at \$150.00 per hour. Any additional . The Contractor shall notify the Project Manager in writing upon reaching 80% of the annual not-to-exceed (NTE) amount. The Contractor shall not exceed the annual NTE amount without prior written approval from the Project Manager or City Manager.

Novamodus will not refund any amount for unused banked hours if City does not utilize the hours as per the above. However, the hours can be rolled over to the next contract when the contract is extended or renewed.

#### Testing as a Service

Nature of Service	Rate
Quarterly Update Testing	\$22,770.00 per quarter
Additional Ad-hoc Testing, if required	To be determined based on modules to be tested

#### Implementation Services

Nature of Service	Rate
Implementation of new Functionality, new features, enhancements, additional modules implementation, new reports to be built, etc.*	\$170.70/hour
Training of New Users	AMS Hours or Rate

\* Novamodus will raise a Change Request and provide a fixed price arrived by the estimation of hours and using an hourly rate of \$170.70/hour. The pricing will remain firm for the year 2026. For optional years 2027 and beyond, an increase of 3.5% is applicable for each year.

#### Other Charges

Travel expenses must be approved by City’s Project Manager in writing and in advance in an approved budget. No compensation shall be allowed for travel or expenses that are not pre-approved and/or not itemized in an approved budget.

Reimbursements will be in accordance with FY 2026 per diem rates for Sunnyvale California.

- Airfare, Accommodations and Transportation – at actuals
- Meal Expenses: Per diem based on
  - Breakfast - \$23
  - Lunch - \$26
  - Dinner - \$38