

ATTACHMENT 1

AMENDMENT NO. 2 TO AGREEMENT NO. C2020-145 Granicus Service Agreement

City Budget Code: 10011101-53250

This Amendment No. 2 (“**Amendment**”) to City Agreement No. C2020-145, entitled Granicus Service Agreement (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and Granicus, LLC a Minnesota Limited Liability Company d/b/a Granicus (“**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 22, 2020 for an amount not to exceed \$266,192.55, pursuant to which Consultant agreed to perform certain services described in the Agreement (“**Services**”), generally including the continuation of the software subscription providing agenda and meeting management services of the City of Napa’s City Council, Housing Authority Board, Planning Commission, and various other City Board, Commission and Committee meetings. City and Consultant previously entered into Amendment No.1 to the Agreement, effective April 22, 2021.

B. City has determined that additional Services (“**Additional Services**”) are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference.

C. In addition to the services outlined in Exhibit “A,” staff has determined that additional funding is needed to cover ancillary costs associated with the agreement to include taxes and additional pro-rated fees not previously calculated in the original not to exceed authorization amount.

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 the Additional Services in an amount not to exceed \$16,000.00. The cumulative total compensation payable to the Consultant will not exceed \$300,906.96 without prior written authorization from the City (based on \$284,906.96 for the original Agreement and any prior amendments thereto, plus \$16,000.00 for this Amendment).

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.

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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:
GRANICUS, LLC, a Minnesota limited liability company

By: _____
Tiffany Carranza, City Clerk

By: _____
(insert name and title)

By: _____
(insert name and title)

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Sabrina S. Wolfson, Interim City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified times:



THIS IS NOT AN INVOICE

Order Form
Prepared for
City of Napa, CA

Granicus Proposal for City of Napa, CA

ORDER DETAILS

Prepared By: Chloe Scheer
Phone:
Email: chloe.scheer@granicus.com
Order #: Q-366663
Prepared On: 17 Jul 2024
Expires On: 10 Sep 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Legistar Reconfiguration & Training	Upon Delivery	1 Each	\$14,310.00
SUBTOTAL:			\$14,310.00

PRODUCT DESCRIPTIONS

Solution	Description
Legistar Reconfiguration & Training	Legistar Reconfiguration & Training includes: <ul style="list-style-type: none">• 6 hours of Legislative Analyst Time• 12 hours of remote training

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-366663 dated 17 Jul 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Napa, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

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BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-366663 dated 17 Jul 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Napa, CA	
Signature:	
Name:	
Title:	
Date:	