

AMENDMENT NO. 3 TO AGREEMENT NO. C2021-302
DocuSign Contract Lifecycle Management Master Services Agreement

City Budget Code 10011101-53250

This Amendment No. 3 ("**Amendment**") to City Agreement No.C2021-302, entitled *DocuSign Contract Lifecycle Management Master Services Agreement ("**Agreement**")*, by and between the City of Napa, a California charter city ("**City**"), and *DocuSign Inc., a Delaware Corporation ("**Consultant**")*, is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective September 2, 2021 for an amount not to exceed \$47,275.34, pursuant to which Consultant agreed to perform certain services described in the Agreement ("Services"), generally including initial setup of both DocuSign E -Signature and DocuSign CLM Contract Lifecycle Management) systems. City and Consultant previously entered into Amendment No. 1 to the Agreement. effective May 5, 2022, and Amendment No. 2 to the Agreement, effective September 27, 2022.

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.

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 \$10,000.00. The cumulative total compensation payable to the Consultant will not exceed \$228,712.35 without prior written authorization from the City (based on \$218,712.35 for the original Agreement and any prior amendments thereto, plus \$10,000.00 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.

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:
DocuSign, Inc., a Delaware Corporation

By: _____
Tiffany Carranza
City Clerk

By: _____
Beatriz Benjamin
Senior Manager, Revenue Operations

Date: _____
("Effective Date")

COUNTERSIGNED:

APPROVED AS TO FORM:

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below:

STATEMENT OF WORK

This Statement of Work ("**SOW**") is made between DocuSign, Inc., or any of its affiliated entities ("**DocuSign**") and the Customer set forth below ("**Customer**") pursuant to the terms and conditions of the DocuSign Master Services Agreement or other such agreement executed by both parties ("**Agreement**"). This SOW will be effective upon the last signature date ("**Effective Date**"). Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any inconsistency or conflict between the Agreement and this SOW, the terms of this SOW shall control with respect to the Professional Services set forth herein. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs that may be executed between the parties.

Quote #	Q-01500894
Project Name:	City of Napa - CLM Healthcheck
Estimated Services Start Date	May 20, 2024 This date is an estimate only and is subject to change based on contract signature and resource availability.
Expiration Date	May 19, 2025
Payment Terms:	Net 30
Purchase Order Required?	
Purchase Order Number	
Prepared By:	Mike Parish
Services Contract #	

1. FEE SCHEDULE

1.1. Fees:



Service Description	Billing Type	Estimated Start Date	Estimated End Date	Quantity	List Price	Net Price	Total Amount (USD)
Custom Engagement - Per Hour - (DSI-0000372)	Services are provided on a time and materials basis, billed monthly in arrears.	May 20, 2024	May 19, 2025	40	275.00	250.00	10,000.00
Total Services & Expense Estimate (PO Amount Required, Excluding Tax)						Not to Exceed	10,000.00

Bill To Address	Customer Billing Contact
955 School St Napa, CA 94559 United States	Name: Tiffany Carranza Title: Billing Email: tcarranza@cityofnapa.org Phone: 707-257-9661

- 1.2. Travel & Expenses:
1.2.1. Project will be delivered 100% remotely, there for there will be no Travel Expenses

2. PERIOD AND STANDARD OF PERFORMANCE; OWNERSHIP

- 2.1. The Services shall commence on the Effective Date and continue until the completion criteria have been met. The Services will be complete when the earliest of the following occur:
- 2.1.1. All hours agreed in this SOW have been utilized.
 - 2.1.2. Customer gives written notice to DocuSign that Services are no longer needed.
 - 2.1.3. Expiration Date has been reached.
- 2.2. DocuSign confirms that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standard practice and this SOW. If Customer believes for any reason that the Services have not been completed consistent with the terms of this SOW, it shall promptly notify DocuSign in writing, in no event more than thirty (30) days after receipt of DocuSign's completion notice or the completion criteria being met. Upon receipt of such notice, DocuSign, at its option, will either use commercially reasonable efforts to re-perform the affected Services in conformance with this SOW or will terminate the affected Services and will refund Customer the prorated amount of fees for the unperformed or nonconforming Services which shall constitute Customer's exclusive rights and remedies in connection with the performance of the Services. Unless Customer delivers a non-completion notice during the specified time, all aspects of the Services will be deemed accepted without objection by Customer.
- 2.3. Unless expressly stated otherwise, all information, materials, services and deliverables provided by or for DocuSign in the performance of Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the Services under this SOW.

PROJECT SCOPE & DESCRIPTION

3. EXECUTIVE OVERVIEW

Customer has engaged DocuSign to execute a Health Check, which will include the assessment of the existing SpringCM instance. Some key business areas that will be focused in this project include:

- SpringCM existing template review
- Current Workflow Approval Processes analysis
- Review of existing integrations with SpringCM
- Existing data migration evaluation

Professional Services will provide consulting services in the following areas:

- Deep dive into the current SpringCM environment and account settings.

- General guidance and best practice recommendations for improved user experience.
- Review of features not currently in use that could provide a better experience.
- Report of findings of the current and future states.

Implemented in 2022 by a Partner with one large workflow, client would like to review current workflow and potential updates/changes to improve functionality and review reporting capabilities. Additionally, a current challenge is that there are many documents in the process and would like a path to have those merged so that there is just one single PDF in Laserfiche storage post process. Current workflow results in multiple individual PDFs. There are potential other workflows City would like to implement, but need to solve this first.

4. DESCRIPTION OF SERVICES (“PROJECT”)

4.1. Initiation, Discovery & Design:

4.1.1. Pre-project kickoff meeting in conjunction with Customer.

4.1.2. Draft project plan and document use case requirements and design to implement the future state landscape that is agreed to by both parties.

4.1.3. Assess

4.1.3.1. Includes deep dive assessments of current environment functionality as mutually agreed upon by Customer and DocuSign project teams.

4.1.3.2. Includes discovery sessions with business and technical stakeholders to evaluate potential changes or updates.

4.1.3.3. Includes review of system architecture, permissions, security and integrations.

4.1.3.4. Includes high-level understanding of use cases currently leveraged within SpringCM.

4.1.3.5. Includes business impact self-assessment and business case co-development.

4.1.4. Report of Findings Documentation

4.1.4.1. Documentation of current vs potential future state SpringCM architecture, environment settings and integrations.

4.1.4.2. Identification of current use cases and high-level processes.

4.1.4.3. Business case on potential value to be realized with future state solutions (financial impacts and operational efficiencies gained).

4.1.4.4. Recommendations for system improvements and best practice implementation.

4.2. Project Deliverables:

4.2.1. Weekly Status Report

4.2.2. Report of Findings Document

5. ASSUMPTIONS

5.1. General Assumptions:

5.1.1. Customer has and at all relevant times will maintain any necessary license rights for any underlying DocuSign products or services to execute the items within this SOW.

5.1.2. Customer resources who will be leveraging DocuSign CLM's MS Office Integration will be running MS Word version 2013 or greater.

5.1.3. Implementation will leverage DocuSign CLM's out-of-the-box functionality, including the user interface. Custom development, including custom UI and integrations is not in scope.

5.1.4. At the conclusion of the discovery and design, Customer and DocuSign will jointly determine what work will be assigned to each team to ensure DocuSign's work effort will remain within the SOW budget. Should Customer require DocuSign to complete additional work that exceeds the budget within this SOW, DocuSign will issue a Change Order to Customer for the additional budget requested.

5.1.5. Professional Services will bill for hours associated to supporting the project outlined in this SOW. This work includes project management tasks (i.e. status reporting, project plans, communication plans, project governance and planning meetings), technical work sessions, solution discovery and design, hands-on implementation, project team meetings, and all work to support the success of the project.

6. ENGAGEMENT RESOURCES

There are several roles involved in the implementation of a Project. Depending on Customer's specific needs, these roles may be shared among team members. DocuSign highly recommends counterparts to these roles on Customer's team as well:

DocuSign Role	Responsibilities
Services Delivery Manager	<ul style="list-style-type: none"> ● Tier 2 Project Escalation Point ● Provides solution design guidance and project governance
Project Manager	<ul style="list-style-type: none"> ● Tier 1 Escalation point of contact and oversees Project management, delivery, schedule, milestones, and serves as quality oversight. ● Acts as the primary point of contact between DocuSign and Customer.
Solution Architect	<ul style="list-style-type: none"> ● Prepares and facilitates workshops with the key stakeholders to ascertain and define business requirements. ● Defines overall functional solution design. ● Identify and scope custom development efforts discovered during Discovery. ● Leads all design-related Deliverables and final configuration.
Product Consultant	<ul style="list-style-type: none"> ● Supports analysis and documentation of process flows and requirements of current and future state processes. ● Performs configuration of all settings, updates, and changes of the DocuSign solution. ● Creates unit test scripts and performs QA testing. ● Coordinate and assist the Customer in User Acceptance Testing.
Technical Consultant	<ul style="list-style-type: none"> ● Assists with configuring the DocuSign solution, satisfying the requirements as defined in the user stories associated to integrations, document migration, and/or custom development. ● Performs unit testing of completed configurations.
Technical Architect	<ul style="list-style-type: none"> ● Ensure that best practices and industry standards are incorporated into all delivered custom code solutions

	<ul style="list-style-type: none"> ● Provide technical and thought leadership on all development related activities within Professional Services
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7. CUSTOMER RESPONSIBILITIES

Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the below role-type decision makers:

Customer Role	Responsibilities
Executive Champion	<ul style="list-style-type: none"> ● Customer Executive Champion ● Tier 2 Project Escalation Point ● Provides Customer project mandate and ensures resource assignment/availability for project
Project Manager	<ul style="list-style-type: none"> ● Owner of overall project timeline and main point of contact for the DocuSign project team. ● Tier 1 point of contact from Customer for escalation and decision-making. ● Management of any third-party vendor activities. ● Management of Customer project resources.
Business Analyst	<ul style="list-style-type: none"> ● Works with business stakeholders to gather requirements, write user stories, and prioritize user stories to be planned in sprints.
System Administrator	<ul style="list-style-type: none"> ● Participates in the training and handover of the solution from DocuSign to Customer. ● Provides administration activities in sandbox or production environments, such as adding users, defining roles, etc.
Technical SME	<ul style="list-style-type: none"> ● Works with DocuSign's resources, and is able to provide understanding of system landscape. ● Provides integration support and is able to grant necessary access to legacy systems and tools, as needed. ● Responsible for extraction, formatting, mapping, preparation and transmission of legacy documents/data into DocuSign designated formats for migration, as needed.
UAT Testers	<ul style="list-style-type: none"> ● Conducts both Quality Assurance and end-to-end testing during User Acceptance Testing phase. ● Reports defects resulting from testing and conducts retesting and final validation.

Upon successful completion of the Project, Customer will be responsible for any ongoing maintenance and future enhancements that are needed.

8. CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

- 8.1. A Project Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
- 8.2. The designated Project Manager of the requesting party (DocuSign or Customer) will review the proposed change and determine whether to submit the request to the other party.
- 8.3. Both Project Managers will review the proposed change and approve it for further investigation or reject it. DocuSign and Customer will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Customer Project Managers will sign the CO, which will constitute approval for the investigation charges. DocuSign will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the CO will have on the SOW price, schedule and other terms and conditions of the Agreement.
- 8.4. Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a CO will be authorized and signed by both parties.
- 8.5. In the event that the established timeline for Professional Services identified above needs to be extended, a Change Order defining the new Professional Services End Date must be signed before the original End Date has been reached. The new End Date cannot exceed six months from the originally contracted Expiration Date. The service can only be extended one time. Any further need to retain project resources will require a new contract.
- 8.6. Unless explicitly stated, a Change Order extending the term for a SOW will apply to all Professional Services and DocuSign University products included in that SOW with the exception of the following: DocuSign CLM Boost Services (8 & 16 hour), DocuSign Campus Pass (Teams & Individual), and Customer Success Architect (Full Time, Half Time, Quarter Time).

9. PROJECT GUIDELINES

- 9.1. Team Member Availability. All of Customer's project team members (as may be agreed by the parties) will be made available to the DocuSign project team, based on the project plan that will be developed upon the full execution of this SOW.
- 9.2. Response Times. Any questions posed on status or development details will be answered by DocuSign in a reasonable time, with the goal of providing a response within 24 business hours, where business hours are defined as 8 AM to 5 PM (local time), Monday to Friday. DocuSign expects a similar response time from Customer for questions that DocuSign poses to the Customer team.
- 9.3. Customer Project Manager. The Project Manager for Customer will be responsible for allocating and managing Customer resources for the Project.
- 9.4. DocuSign Staffing. DocuSign will deploy suitable staff to carry out the Project. The number of resources assigned to a project will vary during the project life cycle depending upon the requirements of the project. The DocuSign resource will keep the Customer Project Manager informed about Customer resources staffing plans.
- 9.5. Scope Changes. Any changes to the scope of the effort defined herein may result in additional time and fees that will be subject to DocuSign's availability and standard rates and will be managed via the change control process outlined above.
- 9.6. Subcontractors. Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, DocuSign may, at its discretion, deploy DocuSign approved or accredited resources to deliver the Project as a subcontractor of DocuSign. In such cases, DocuSign will deploy partner resources with suitable skills to deliver the Project successfully and will undertake responsibility for any work that such resources undertake whilst engaged on the Project. Such staffing decisions will be based on factors as staff availability, relevant technical or language skill set, geographical location, etc. DocuSign will remain responsible for the acts and omissions of its subcontractors as they relate to the services performed under this SOW as if DocuSign had performed the acts or omissions itself and any such subcontracting will not reduce DocuSign's obligations to Customer under the Agreement or this SOW.
- 9.7. For clarification, each Party's (and their Affiliates') total liability under the SOW shall be subject to, and not exceed, the limitations of liability that have been agreed in the Agreement.