

ATTACHMENT #1

AMENDMENT NO. 2 TO AGREEMENT NO. C2024-585

Hexagon Software Maintenance Renewals

City Budget Code: 10121400-53250

This Amendment No. 2 ("Amendment") to City Agreement No. C2024-585, entitled Hexagon Software Maintenance Renewals ("Agreement"), by and between the City of Napa, a California charter city ("City"), and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial Division ("Consultant"), is effective on the "Effective Date" as identified on the signature page to this Amendment.

RECITALS

A. City and Consultant entered into the Agreement, effective April 2, 2024, for an amount not to exceed \$850,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("Services"), generally including maintenance and support of the Hexagon Software Computer Aided Dispatch System through FY24/25. City and Consultant previously entered into Amendment No.1 to the Agreement, effective July 10, 2025.

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. City has also determined that the term of the Agreement requires extension.

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 \$94,449.06. The cumulative total compensation payable to the Consultant will not exceed \$1,039,543.24 without prior written authorization from the City (based on \$945,094 for the original Agreement and any prior amendments thereto, plus \$94,449.06 for this Amendment).
4. **EXTENSION OF TERM.** City and Consultant hereby agree to extend the term of this Agreement through June 30, 2026.
5. **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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6. **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

By: _____
Fabio Rodriguez, Chief of Police

Date: December 31, 2025
("Effective Date")

CONSULTANT:
INTERGRAPH, corporation

By: _____
Tiffany Taylor, Finance Director

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

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EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described hereto in the attached Exhibit "A", within the specified times: January 1, 2026- June 30,2026.



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EXHIBIT A

Customer: Napa City of CA
Quote Number: 2025-98144
Quote Date: 12/16/2025
Expiration Date: 01/01/2026

Renewal Quotation

Renewal Configuration Listing

USD

Line	Base Part	Description	Begin	End	Service Level	Month s	Qty	Monthly Unit Price	Extended Net Price
1	IPS0042ITST	I/NetViewer CC - Test License	01/01/2026	06/30/2026	PRM	6	50	\$0.00	\$0.00
2	IPS0004TST	I/Informer CC - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
3	IPS3042-TST	EdgeFrontier Runtime Engine - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
4	IPS0042I	I/NetViewer CC	01/01/2026	06/30/2026	PRM	6	50	\$20.16	\$6,048.00
5	IPS0002	I/Dispatcher CC	01/01/2026	06/30/2026	PRM	6	10	\$332.08	\$19,924.80
6	IPSCUSTOM03	Interface to St Helena Emergency Command Center	01/01/2026	06/30/2026	PRM	6	1	\$1,267.89	\$7,607.34
7	IPS0015TST	I/Tracker - I/CAD NL - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
8	IPS3042DEV	EdgeFrontier Developer Engine	01/01/2026	06/30/2026	PRM	6	1	\$469.36	\$2,816.16
9	IPS0045ITST	I/NetDispatcher CC - Test License	01/01/2026	06/30/2026	PRM	6	5	\$0.00	\$0.00
10	IPS0028A	RapidSOS for I/CAD - Essentials	01/01/2026	06/30/2026	PRM	6	1	\$124.72	\$748.32
11	IPS0048TST	I/FRMS-CADlink CC - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
12	IPS0048	I/FRMS-CADlink CC	01/01/2026	06/30/2026	PRM	6	1	\$202.09	\$1,212.54
13	IPS0009	I/Mobile Data Terminal NL	01/01/2026	06/30/2026	PRM	6	1	\$886.99	\$5,321.94
14	IPS0045I	I/NetDispatcher CC	01/01/2026	06/30/2026	PRM	6	5	\$100.29	\$3,008.70
15	IPS0004	I/Informer CC	01/01/2026	06/30/2026	PRM	6	1	\$443.52	\$2,661.12
16	IPS0035TST	I/Backup NL - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
17	IPS0009TST	I/Mobile Data Terminal NL - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
18	IPS0002TST	I/Dispatcher CC - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

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Customer: Napa City of CA
Quote Number: 2025-98144
Quote Date: 12/16/2025
Expiration Date: 01/01/2026

19	IPS0012	I/Page NL	01/01/2026	06/30/2026	PRM	6	2	\$401.98	\$4,823.76
20	IPS3042-BCK	EdgeFrontier Runtime Engine - Backup License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
21	IPS0001HAC	I/Executive for High Availability - Component	01/01/2026	06/30/2026	PRM	6	1	\$1,328.30	\$7,969.80
22	IPS0012TST	I/Page NL - Test License	01/01/2026	06/30/2026	PRM	6	1	\$0.00	\$0.00
23	IPS0015	I/Tracker - I/CAD NL	01/01/2026	06/30/2026	PRM	6	1	\$501.40	\$3,008.40
24	IPS0035	I/Backup NL	01/01/2026	06/30/2026	PRM	6	1	\$501.40	\$3,008.40
25	IPS0080C	Mobile for Public Safety CC - Comp	01/01/2026	06/30/2026	PRM	6	1	\$35.43	\$212.58
26	IPS0080STE	Mobile for Public Safety CC - Site License	01/01/2026	06/30/2026	PRM	6	1	\$1,667.16	\$10,002.96
27	IPS3042	EdgeFrontier Runtime Engine	01/01/2026	06/30/2026	PRM	6	1	\$625.80	\$3,754.80
28	SPRMAINT	15% Fee for Quote <12 Mo	01/01/2026	01/31/2026	PRM	1	1	\$12,319.44	\$12,319.44
									\$94,449.06

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Tel: (256) 730-2000



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Customer:	Napa City of CA
Quote Number:	2025-98144
Quote Date:	12/16/2025
Expiration Date:	01/01/2026

Summary

	USD
Maintenance Total	\$94,449.06
Total Price*:	\$94,449.06

*Excluding taxes. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

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Madison, Alabama 35758 USA
Tel: (256) 730-2000