

AMENDMENT NO. 2 TO AGREEMENT NO. C2021-302
DocuSign Contract Lifecycle Management Master Services Agreement

City Budget Code:10011101-53250

This Amendment No. 2 ("**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.

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 \$167,356.95. The cumulative total compensation payable to the Consultant will not exceed \$218,712.35 without prior written authorization from the City (based on \$51,355.40 for the original Agreement and any prior amendments thereto, plus \$167,356.95 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. 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. 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

DocuSigned by:
By: Tiffany Carranza
Tiffany Carranza
City Clerk

DocuSigned by:
By: Beatriz Benjamin
Beatriz Benjamin
Senior Manager, Revenue Operations

Date: September 27, 2022 | 8:28:51 AM PDT
("Effective Date")

DS
EG

COUNTERSIGNED:
DocuSigned by:
Joy Riesenber
19FBB5237EEE4C5
JOY RIESENBERG
City Auditor

APPROVED AS TO FORM:
DocuSigned by:
Sabrina Wolfson
BB71AD3D6D584BA...
SABRINA WOLFSON
Deputy 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:



DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Sep 5,
2022

Prepared By: Nicole Ruiz
Quote Number: Q-00758157

ORDER FORM**Address Information****Bill To:**

City of Napa
955 School St,
Napa, CA, 94559
United States

Ship To:

City of Napa
P.O. BOX 660,
Napa, CA, 94559-0660
United States

Billing Contact Name:

Tiffany Carranza

Billing Email Address:

tcarranza@cityofnapa.org

Billing Phone:

707-257-9661

Shipping Contact Name:

kimberly rice

Shipping Email Address:

krice@cityofnapa.org

Shipping Phone:

7072577777

Order Details

Order Start Date: Sep 6, 2022

Order End Date: Sep 5, 2025

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro for Gov - Envelope	Sep 6, 2022	Sep 5, 2025	4,500	\$30,192.75
DocuSign CLM UAT Sandbox	Sep 6, 2022	Sep 5, 2025	1	\$14,416.71
DocuSign CLM - Full Seat Subs.	Sep 6, 2022	Sep 5, 2025	2	\$2,880.00
DocuSign CLM - Standard User - Seat Sub.	Sep 6, 2022	Sep 5, 2025	68	\$98,038.32
Premier Support	Sep 6, 2022	Sep 5, 2025	1	\$21,829.17

Grand Total: \$167,356.95

Product Details

eSignature Envelope Allowance: 4,500

Overage/Usage Fees

eSignature Enterprise Pro for Gov - Env (Per Transaction): \$9.40

Order Special Terms

Year 1 - \$ 55,785.65

Year 2 - \$55,785.65

Year 3 - \$55,785.65

Prior to overages and before May 1st, 2025, Customer (or in some cases formerly known as Subscriber) will have the option to purchase additional Envelopes, in minimum bundles of 1,000 Envelopes, at the same per-Envelope rate described in this Order Form, defined as \$6.7095 per-Envelope, exclusive of Support, for use during the remainder of the Term.

At any time during the Term, Customer (or in some cases formerly known as Subscriber) will have the option to purchase additional Seats for the CLM Full Seat, in minimum bundles of 5, at the same price of \$480 per Seat annually, exclusive of Support, prorated to the end of the Term.

At any time during the Term, Customer (or in some cases formerly known as Subscriber) will have the option to purchase additional Seats for the CLM Standard Seat, in minimum bundles of 5, at the same price of \$480.58 per Seat annually, exclusive of Support, prorated to the end of the Term.

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer CITY OF NAPA
DocuSigned by:
Signature: *Tiffany Carranza*
24345A9E002449F...
Name: Tiffany Carranza
Job Title: City Clerk
Date: September 27, 2022 | 8:28:51 AM PDT

DocuSign, Inc. DocuSigned by:
Signature: *Beatriz Benjamin*
6B85A52A083E408...
Name: Beatriz Benjamin
Job Title: Senior Manager, Revenue Operations
Date: September 28, 2022