

AMENDMENT NO. 1 TO AGREEMENT NO. C2021-302
DocuSign Contract Lifecycle Management Master Services Agreement

City Budget Code: 41143-55003

This Amendment No. 1 ("**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 set up of both DocuSign E-Signature and DocuSign CLM (Contract Lifecycle Management) systems.

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:

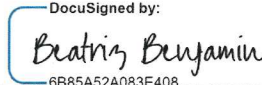
1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that 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 \$4,080.06. The cumulative total compensation payable to the Consultant will not exceed \$51,355.40 without prior written authorization from the City (based on \$47,275.34 for the original Agreement and any prior amendments thereto, plus \$4,080.06 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

By: 
Tiffany Carranza, City Clerk


By: 
6885A52A083E408
Beatriz Benjamin
Senior Manager, Revenue Operations

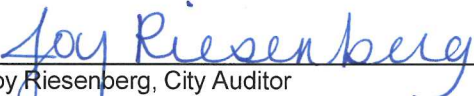
ATTEST:

Samantha Pascoe, Deputy City Clerk

^{DS}
EG

^{DS}
BC


Date: 5/5/2022
("Effective Date")

COUNTERSIGNED:

Joy Riesenber, City Auditor

APPROVED AS TO FORM:
 Sabrina S. Wolfson, Deputy City Attorney


Michael W. Barrett, 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:

Quote Number: Q-00747882

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:
+1 707-257-7777

Order Details

Order Start Date: May 2, 2022
Order End Date: Sep 5, 2022
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
DocuSign CLM - Standard User - Seat Sub.	May 2, 2022	Sep 5, 2022	20	\$3,344.31
Enterprise Premier Support	May 2, 2022	Sep 5, 2022	1	\$735.75

Grand Total: \$4,080.06

Order Special Terms

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

Signature: *Tiffany Carranza*
Name: *Tiffany Carranza*
Job Title: *City Clerk*
Date: *5/5/2022*

DocuSign, Inc.

Signature: 
Name: Beatriz Benjamin
Job Title: Senior Manager, Revenue Operations
Date: April 26, 2022



DS
BC

Certificate Of Completion

Envelope Id: 3BB2C73E3BC64B9DB6300433EDE63505
Subject: Please DocuSign: City of Napa - Add-on
Envelope Type:
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Jennifer Drouillard
221 Main Street
Suite 1000
San Francisco, CA 94105
jennifer.drouillard@docusign.com
IP Address: 174.21.172.211

Record Tracking

Status: Original
4/26/2022 3:02:44 PM

Holder: Jennifer Drouillard
jennifer.drouillard@docusign.com

Location: DocuSign

Signer Events

Evan Goldstein
Evan.Goldstein@docusign.com
Security Level: Email, Account Authentication (None)

Signature

DS
EG

Signature Adoption: Pre-selected Style
Signed by link sent to
Evan.Goldstein@docusign.com
Using IP Address: 173.79.125.125

Timestamp

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Signed: 4/26/2022 4:27:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ben Chester
Ben.Chester@docusign.com
DocuSign, Inc.
Signing Group: AOR
Security Level: Email, Account Authentication (None)

DS
BC

Signature Adoption: Pre-selected Style
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Beatriz Benjamin
Beatriz.Benjamin@docusign.com
Senior Manager, Revenue Operations
DocuSign, Inc.
Signing Group: AOA
Security Level: Email, Account Authentication (None)

DocuSigned by:
Beatriz Benjamin
0B85A52A083E408...

Signature Adoption: Pre-selected Style
Signed by link sent to
Beatriz.Benjamin@docusign.com
Using IP Address: 76.126.215.194

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

ATTACHMENT 2

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2022 3:06:52 PM
Certified Delivered	Security Checked	4/26/2022 4:49:26 PM
Signing Complete	Security Checked	4/26/2022 4:49:36 PM
Completed	Security Checked	4/26/2022 4:49:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Parties agreed to: Ben Chester, Beatriz Benjamin

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DocuSign, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DocuSign, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

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

To advise DocuSign, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please reach out to the sender of the envelope if you want to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DocuSign, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any. Please reach out to the sender of the envelope if you want to request paper copies.

To withdraw your consent with DocuSign, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. Please reach out to the sender of the envelope if you want to withdraw your consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DocuSign, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DocuSign, Inc. during the course of my relationship with you.

LIMITED POWER OF ATTORNEY

THIS LIMITED POWER OF ATTORNEY is made by DocuSign, Inc., a Delaware corporation with offices at 221 Main Street, Suite 1550, San Francisco, CA 94105, USA ("**DocuSign**"), effective as of the date set forth below. DocuSign hereby makes, constitutes and appoints each of the individuals named below as its Attorney-in-Fact for the limited purposes described below, each such Attorney-in-Fact being hereby authorized to (a) execute and deliver on behalf of DocuSign any and all master subscription agreements; business development agreements; reseller, ISV and other partnership agreements; and other customer contracts (in each case, including any related statements of work, amendments, exhibits, addenda or and ancillary documents relating to the foregoing, and subject in each case to DocuSign's sales operations or other applicable internal policies); and (b) engage in any and all acts, things, and activities which are related to, incidental or conducive, directly or indirectly, to the attainment of the foregoing objective, including obtaining the notarization of any documents, all such actions taken in good faith by such Attorney-in-Fact being hereby ratified and approved by DocuSign.

Name	Title
Chris Harris	Vice President, Revenue Operations
Anthony Rea	Senior Director, Revenue Operations
Catherine Choh	Senior Director, Revenue Operations
Bruce Walter	Senior Director, Revenue Operations
Kunal Pathak	Director, Revenue Operations
Claire Pease	Senior Manager, Revenue Operations
Jessica O'Connor	Senior Manager, Revenue Operations
Julie Helvestine	Revenue Operations Contract Specialist
Beatriz Benjamin	Senior Manager, Revenue Operations
Christopher Waecker	Senior Revenue Operations Manager
Andrew Villamor	Senior Manager, Revenue Operations

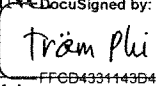
The address for notices for each of the individuals named above is:

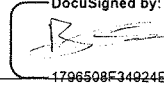
c/o DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

This Limited Power of Attorney is governed by the laws of California and shall remain valid until revoked by DocuSign in a writing delivered to the applicable Attorney(s)-in-Fact (email acceptable).

IN WITNESS WHEREOF, this Limited Power of Attorney has been executed on behalf of DocuSign as of the date set forth below.

DOCUSIGN, INC.

DocuSigned by:

 Signature: _____
 Name: Trâm Phi
 Title: SVP, General Counsel & Secretary
 Dated: July 23, 2021

DocuSigned by:

 Witnessed by: _____
 Name: Brian Kelly
 Address: 100 NW 79th St, Seattle, WA 98117
 Witness occupation: VP & Deputy General Counsel

Certificate Of Completion

Envelope Id: C213B49A339F46B084C827A80DDF9423

Status: Completed

Subject: Please DocuSign: DocuSign, Inc. - Power of Attorney - Rev Ops Signers_Final for Execution - Wit...

EnvelopeType:

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Jeanette Richards

AutoNav: Enabled

221 Main Street

EnvelopeId Stamping: Enabled

Suite 1000

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

San Francisco, CA 94105

jeanette.richards@docusign.com

IP Address: 12.202.171.35

Record Tracking

Status: Original

Holder: Jeanette Richards

Location: DocuSign

7/23/2021 2:40:48 PM

jeanette.richards@docusign.com

Signer Events

Brian Kelly

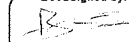
Brian.Kelly@docusign.com

VP & Deputy General Counsel

DocuSign, Inc.

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
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Timestamp

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Signed: 7/23/2021 2:56:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

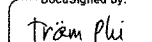
Trâm Phi

Tram.Phi@docusign.com

General Counsel

DocuSign, Inc.

Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 98.42.60.220
 Signed using mobile

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Viewed: 7/23/2021 2:48:12 PM

Signed: 7/23/2021 2:48:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/23/2021 2:47:11 PM

ATTACHMENT 2

Envelope Summary Events

Certified Delivered
Signing Complete
Completed

Status

Security Checked
Security Checked
Security Checked

Timestamps

7/23/2021 2:48:12 PM
7/23/2021 2:48:18 PM
7/23/2021 2:56:06 PM

Payment Events

Status

Timestamps