

**AMENDMENT NO. 1 TO AGREEMENT NO. C2024-585**

Hexagon Software Maintenance Renewals for Period of Performance 7/1/2020 through 6/30/2025

City Budget Code: 10021400-53250

This Amendment No. 1 ("Amendment") to City Agreement NO. C2024-585, entitled Hexagon Software Maintenance Renewals for Period of Performance 7/1/2020 through 6/30/2025 ("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 date last signed by the City, which is identified on the signature page as "Effective Date".

**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 certain services described in the Agreement ("Services"), for maintenance, and support of the Hexagon Software Computer Aided Dispatch system through FY 24/25.

B. City has determined that it wishes to acquire 6 (six) months of Hexagon maintenance services from July 1, 2025, through December 31, 2025. The additional cost is \$95,094.18. The parties desire to amend the Agreement to increase the Compensation total not-to-exceed of the Agreement to cover an additional 6 months of service and support.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY 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 (Exhibit "A") in an amount not to exceed \$95,094.18. The cumulative total compensation payable to the Consultant will not exceed \$945,094.18 without prior written authorization from the City (based on \$850,000 for the original Agreement and any prior amendments thereto, plus \$95,094.18 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 hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**

**CITY OF NAPA, a California charter city**

By:

*Steve Potter*

548659421098449

Steve Potter, City Manager

Date:

July 10, 2025 | 3:27:29 PM PDT

(“Effective Date”)

**CONSULTANT:**

Intergraph Corporation

By:

*Tiffany Taylor*

3E47AB7B652B4C3...

Tiffany Taylor, Finance Director

**COUNTERSIGNED:**

*Erika Leahy*

2732A8BB1E434D2  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

Signed by:

*Christopher Diaz*

DD11B5B1F15F404  
Christopher Diaz, Interim City Attorney

Budget Code: 10021400-53250

**EXHIBIT "A"**  
**SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE**



Customer:	Napa City of CA
Quote Number:	2025-76914
Quote Date:	06/10/2025
Expiration Date:	07/01/2025

**This quotation has been prepared for:**

Napa City of CA  
Gus Ulloth  
911 Communications Manager Delegated Admin  
1539 First Street  
Napa CA 94559  
United States

**End User:**

Napa City of CA  
Gus Ulloth  
911 Communications Manager Delegated Admin  
1539 First Street  
Napa California 94559  
United States

**Bill To:**

Napa City of CA  
Gus Ulloth  
911 Communications Manager Delegated Admin  
1539 First Street  
Napa California 94559  
United States

This Quotation is issued by:

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



Customer: Napa City of CA  
 Quote Number: 2025-76914  
 Quote Date: 06/10/2025  
 Expiration Date: 07/01/2025

## Renewal Quotation

### Renewal Configuration Listing

USD

Line	Base Part	Description	Begin	End	Service Level	Month s	Qty	Monthly Price	Extended Net Price
1	IPS0042ITST	IFNetViewer CC - Test License	07/01/2025	12/31/2025	PRM	6	50	\$0.00	\$0.00
2	IPS0004TST	IFInformer CC - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
3	IPS3042-TST	EdgeFrontier Runtime Engine - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
4	IPS0042I	IFNetViewer CC	07/01/2025	12/31/2025	PRM	6	50	\$20.16	\$6,048.00
5	IPS0002	IFDispatcher CC	07/01/2025	12/31/2025	PRM	6	10	\$332.08	\$19,324.80
6	IPSCUSTOM03	Interface to St Helena Emergency Command Center	07/01/2025	12/31/2025	PRM	6	1	\$1,267.89	\$7,607.34
7	IPS0015TST	IFTracker - ICAD NL - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
8	IPS3042DEV	EdgeFrontier Developer Engine	07/01/2025	12/31/2025	PRM	6	1	\$469.36	\$2,816.16
9	ESCROW	Annual Software Escrow Fee	07/01/2025	12/31/2025	PRM	6	1	\$107.52	\$645.12
10	IPS0045ITST	IFNetDispatcher CC - Test License	07/01/2025	12/31/2025	PRM	6	5	\$0.00	\$0.00
11	IPS0028A	RapidSOS for ICAD - Essentials	07/01/2025	12/31/2025	PRM	6	1	\$124.72	\$748.32
12	IPS0048TST	IFRMS-CADlink CC - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
13	IPS0048	IFRMS-CADlink CC	07/01/2025	12/31/2025	PRM	6	1	\$202.09	\$1,212.54
14	IPS0009	IFMobile Data Terminal NL	07/01/2025	12/31/2025	PRM	6	1	\$886.99	\$5,321.94
15	IPS0045I	IFNetDispatcher CC	07/01/2025	12/31/2025	PRM	6	5	\$100.29	\$3,008.70
16	IPS0004	IFInformer CC	07/01/2025	12/31/2025	PRM	6	1	\$443.52	\$2,661.12
17	IPS0035TST	IFBackup NL - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
18	IPS0009TST	IFMobile Data Terminal NL - Test License	07/01/2025	12/31/2025	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



Customer:	Napa City of CA		
Quote Number:	2025-76914		
Quote Date:	06/10/2025		
Expiration Date:	07/01/2025		

19	IPS0002TST	IVDispatcher CC - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
20	IPS0012	IVPage NL	07/01/2025	12/31/2025	PRM	6	2	\$401.98	\$4,823.76
21	IPS3042-BCK	EdgeFrontier Runtime Engine - Backup License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
22	IPS0001HAC	IVExecutive for High Availability - Component	07/01/2025	12/31/2025	PRM	6	1	\$1,328.30	\$7,969.80
23	IPS0012TST	IVPage NL - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
24	IPS0015	IVTracker - IVCAD NL	07/01/2025	12/31/2025	PRM	6	1	\$501.40	\$3,008.40
25	IPS0035	IVBackup NL	07/01/2025	12/31/2025	PRM	6	1	\$501.40	\$3,008.40
26	IPS0080C	Mobile for Public Safety CC - Comp	07/01/2025	12/31/2025	PRM	6	1	\$35.43	\$212.58
27	IPS0080STE	Mobile for Public Safety CC - Site License	07/01/2025	12/31/2025	PRM	6	1	\$1,667.16	\$10,002.96
28	IPS3042	EdgeFrontier Runtime Engine	07/01/2025	12/31/2025	PRM	6	1	\$625.80	\$3,754.80
29	SPRMAINT	15% Fee for Quote <12 Mo	07/01/2025	07/31/2025	PRM	1	1	\$12,319.44	\$12,319.44
									\$95,094.18

---

This Quotation is issued by:

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



Customer:	Napa City of CA
Quote Number:	2025-76914
Quote Date:	06/10/2025
Expiration Date:	07/01/2025

## Summary

	USD
Maintenance Total	\$95,094.18
<b>Total Price*:</b>	<b>\$95,094.18</b>

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

Notes:

---

This Quotation is issued by:

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