

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

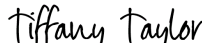
By:



Steve Potter, City Manager

CONSULTANT:
Intergraph Corporation

By:



Tiffany Taylor, Finance Director

Date: July 10, 2025 | 3:27:29 PM PDT
("Effective Date")

COUNTERSIGNED:



Erika Leahy, City Auditor

APPROVED AS TO FORM:

Signed by:



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	Months	Qty	Monthly Price	Extended Net Price
1	IPS0042ITST	I/NetViewer CC - Test License	07/01/2025	12/31/2025	PRM	6	50	\$0.00	\$0.00
2	IPS0004TST	I/Informer 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	I/NetViewer CC	07/01/2025	12/31/2025	PRM	6	50	\$20.16	\$6,048.00
5	IPS0002	I/Dispatcher CC	07/01/2025	12/31/2025	PRM	6	10	\$332.08	\$19,924.80
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	I/Tracker - I/CAD 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	I/NetDispatcher CC - Test License	07/01/2025	12/31/2025	PRM	6	5	\$0.00	\$0.00
11	IPS0028A	RapidSOS for I/CAD - Essentials	07/01/2025	12/31/2025	PRM	6	1	\$124.72	\$748.32
12	IPS0048TST	I/FRMS-CADlink CC - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
13	IPS0048	I/FRMS-CADlink CC	07/01/2025	12/31/2025	PRM	6	1	\$202.09	\$1,212.54
14	IPS0009	I/Mobile Data Terminal NL	07/01/2025	12/31/2025	PRM	6	1	\$886.99	\$5,321.94
15	IPS0045I	I/NetDispatcher CC	07/01/2025	12/31/2025	PRM	6	5	\$100.29	\$3,008.70
16	IPS0004	I/Informer CC	07/01/2025	12/31/2025	PRM	6	1	\$443.52	\$2,661.12
17	IPS0035TST	I/Backup NL - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
18	IPS0009TST	I/Mobile 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	I/Dispatcher CC - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
20	IPS0012	I/Page 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	I/Executive for High Availability - Component	07/01/2025	12/31/2025	PRM	6	1	\$1,328.30	\$7,969.80
23	IPS0012TST	I/Page NL - Test License	07/01/2025	12/31/2025	PRM	6	1	\$0.00	\$0.00
24	IPS0015	I/Tracker - I/CAD NL	07/01/2025	12/31/2025	PRM	6	1	\$501.40	\$3,008.40
25	IPS0035	I/Backup 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

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Summary

	USD
Maintenance Total	\$95,094.18
Total Price*:	\$95,094.18

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

Notes:

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