

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO. C2020-152 Mark43 Software Services

City Budget Code: 10021408-53250

This Amendment No.1 (“**Amendment**”) to City Agreement No. C2020-152, entitled Mark43 Software Services (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and Mark43 Inc., a corporation (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

RECITALS

A. City and Consultant entered into the Agreement, effective June 29, 2020, for an amount not to exceed \$1,574,400.00, pursuant to which Consultant agreed to perform certain services described in the Agreement (“**Services**”), generally including implementing a SaaS cloud tenant for the Napa Police Department’s law enforcement records management system and provided maintenance and support services during the agreement term.

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 \$280,128.00. The cumulative total compensation payable to the Consultant will not exceed \$1,854,528 without prior written authorization from the City (based on \$1,574,400 for the original Agreement and any prior amendments thereto, plus \$280,128 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

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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: _____
Steve Potter, City Manager

Date: _____
("Effective Date")

CONSULTANT:
Mark43, a corporation

By: _____
Chris Merwin, CFO

By: _____
Tim Merrigan, Chief Customer Officer

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT “A”

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below in Exhibit “A”, within the specified times: June 29, 2026 -June 28,2029.

<i>Year 1 SaaS and Recurring Services</i>		
<i>SKU</i>	<i>Name/Description</i>	<i>Qty (if applicable)</i>
ANA 1	Analytics BI Suite Viewer	Not to Exceed 196 license(s)
ANA 2	Analytics BI Suite Explorer	Not to Exceed 105 license(s)
DLK 1	Data Lake - Base	Not to Exceed 1 instance(s)
RMS 1	RMS Core	Not to Exceed 186 total sworn
RMS 2	RMS Case Management Module	Not to Exceed 186 total sworn
RMS 3	RMS Property and Evidence Management Module	Not to Exceed 186 total sworn
RMS 4	RMS Warrants Module	Not to Exceed 186 total sworn
MOB 1 RMS	OnScene Mobile Application for RMS	Not to Exceed 186 total sworn
INT-CUST1	Interface Maintenance: Custom 1	Not to Exceed 7 interface(s)
PAR 5	ConnectCIC State Proxy Emulator	Not to Exceed 1 Each
PAR 6	Third-Party Middleware Connector – Basic (ConnectCIC State Only)	Not to Exceed 200 licenses
PAR 7	Third-Party Middleware Connector – Advanced (ConnectCIC State and Regional System)	Not to Exceed 25 licenses
	Subtotal	\$140,064.00

Year 2 SaaS and Recurring Services

<i>SKU</i>	<i>Name/Description</i>	<i>Qty (if applicable)</i>
ANA 1	Analytics BI Suite Viewer	Not to Exceed 196 license(s)
ANA 2	Analytics BI Suite Explorer	Not to Exceed 105 license(s)
DLK 1	Data Lake - Base	Not to Exceed 1 instance(s)
RMS 1	RMS Core	Not to Exceed 186 total sworn
RMS 2	RMS Case Management Module	Not to Exceed 186 total sworn
RMS 3	RMS Property and Evidence Management Module	Not to Exceed 186 total sworn
RMS 4	RMS Warrants Module	Not to Exceed 186 total sworn
MOB 1 RMS	OnScene Mobile Application for RMS	Not to Exceed 186 total sworn
INT-CUST1	Interface Maintenance: Custom 1	Not to Exceed 7 interface(s)
PAR 5	ConnectCIC State Proxy Emulator	Not to Exceed 1 Each
PAR 6	Third-Party Middleware Connector – Basic (ConnectCIC State Only)	Not to Exceed 200 licenses
PAR 7	Third-Party Middleware Connector – Advanced (ConnectCIC State and Regional System)	Not to Exceed 25 licenses
	Subtotal	\$140,064.00

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Year 3 SaaS and Recurring Services		
SKU	Name/Description	Qty (if applicable)
ANA 1	Analytics BI Suite Viewer	Not to Exceed 196 license(s)
ANA 2	Analytics BI Suite Explorer	Not to Exceed 105 license(s)
DLK 1	Data Lake - Base	Not to Exceed 1 instance(s)
RMS 1	RMS Core	Not to Exceed 186 total sworn
RMS 2	RMS Case Management Module	Not to Exceed 186 total sworn
RMS 3	RMS Property and Evidence Management Module	Not to Exceed 186 total sworn
RMS 4	RMS Warrants Module	Not to Exceed 186 total sworn
MOB 1 RMS	OnScene Mobile Application for RMS	Not to Exceed 186 total sworn
INT-CUST1	Interface Maintenance: Custom 1	Not to Exceed 7 interface(s)
PAR 5	ConnectCIC State Proxy Emulator	Not to Exceed 1 Each
PAR 6	Third-Party Middleware Connector – Basic (ConnectCIC State Only)	Not to Exceed 200 licenses
PAR 7	Third-Party Middleware Connector – Advanced (ConnectCIC State and Regional System)	Not to Exceed 25 licenses
	Subtotal	\$140,064.00 \$0.00

Total SaaS Services	\$420,192.00
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	\$280,128.00
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Renewal Term and Pricing. Unless Subscriber provides **60 days'** notice of termination prior to the End Date, the SaaS Services will auto-renew for a 5 year term at an increase of 5% year over year for each year of the renewal term. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to Mark43's nominated bank account within thirty (30) days of the date of the invoice.

Payment Schedule	Due Date	Amount Due
Year 1 Payment(s)	June 29, 2026	\$140,064.00
Year 2 Payment(s)	June 29, 2027	\$140,064.00
Year 3 Payment(s)	June 29, 2028	\$140,064.00 \$0.00
Total		\$280,128.00