

**NAPA COUNTY AGREEMENT NO. 210093B  
AMENDMENT NO. 2**

**MASTER SUBSCRIPTION AGREEMENT**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210093B** is made and entered into as of this 1<sup>st</sup> day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and GRANICUS, LLC, a Minnesota Limited Liability Company, whose mailing address is 408 St. Peter Street, Suite 600, Saint Paul, MN, 55102, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on September 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210093B (“Agreement”) to provide equipment, training, setup and configuration for Boards and Commissions module, new agenda system, eComment and closed captioning services; and

**WHEREAS**, on March 28, 2023, COUNTY and CONTRACTOR agreed to amend the Agreement to include an additional Statement of Work for as needed consulting services including advanced training, template creation and report development associated with the Legistar solution (“First Amendment”); and

**WHEREAS**, COUNTY and CONTRACTOR agree to extend most of the agenda system services provided under the Agreement through Fiscal Year 2023/24 while discontinuing the VoteCast Standard Package and eComment services; and

**WHEREAS**, this Second Amendment represents an increase of \$92,922 to the Agreement resulting in a revised maximum amount of \$415,968 and this Second Amendment extends the Contract End Date from March 2, 2024 to June 30, 2024;

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 4.1, **Fees**, is amended to read in full as follows:  
**Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

Notwithstanding the foregoing, the maximum payments under this Agreement shall be FOUR HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS (\$405,968) for Granicus Products and Services provided pursuant to Exhibit A and the maximum payments under this Agreement shall be TEN THOUSAND DOLLARS (\$10,000) for professional services provided pursuant to Exhibit A-1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon Granicus Products and Services actually provided and charges incurred by Customer pursuant to the terms of this Agreement.

2. Paragraph 7.1, **Agreement Term**, is amended to read in full as follows:

Agreement Term. The Agreement Term shall begin on the Effective date of this agreement and continue through the latest date of the order Term of each order or SOW (Exhibits A and A-1) under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify and Order Term for the Granicus Products or Services provided under the respective Order or SOW. Customer’s right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within Each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

Notwithstanding the foregoing, the Granicus Products and Services provided pursuant to Exhibit A shall be provided on or before June 30, 2024 and the Consulting Services provided pursuant to Exhibit A-1 shall be provided on or before March 2, 2024.

3. The “Remaining Period(s)” table in **Exhibit A – PRODUCTS AND SERVICES**, is deleted in its entirety and replaced with:

<b>Remaining Period(s)</b>	<b>7/1/2021 – 6/30/2022</b>	<b>7/1/2022 – 6/30/2023</b>	<b>7/1/2023 – 6/30/2024</b>
Template – Sectioned View Page	\$552.09	\$579.69	\$452.60
Template – Sectioned View Page	\$410.53	\$431.06	\$608.68
Government Transparency Suite	\$9,909.27	\$10,404.73	\$10,924.96
Template – Agenda or Minutes – HTML	\$353.90	\$371.60	\$390.20
Meeting Efficiency Suite	\$9,909.27	\$10,404.73	\$10,924.96
Additional Meeting Body – Meeting Efficiency (1 to 2 MBs)	\$2,979.01	\$3,127.96	\$3,550.64
Open Platform Suite	\$0.00	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,415.61	\$1,486.39	\$1,560.72
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	\$3,220.40	\$3,381.42	\$3,384.36

Legistar	\$13,582.80	\$14,261.94	\$14,975.04
VoteCast Standard Package (Tablet) (ME)	\$5,040.00	\$5,292.00	\$0.00
Boards and Commissions	\$12,600.00	\$13,230.00	\$13,891.52
Recurring Captioning Services	\$36,855.00	\$38,697.75	\$32,357.52
eComment	\$2,519.99	\$2,645.99	\$0.00
<b>SUBTOTAL:</b>	<b>\$99,348.00</b>	<b>\$104,315.40</b>	<b>\$92,921.20</b>

4. Except as provided above, the terms and conditions of the Agreement and its First Amendment shall remain in full force as originally approved.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

GRANICUS

By \_\_\_\_\_  
DocuSigned by:  
*Alexander Gray*  
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Manager, Renewals

By \_\_\_\_\_

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> County Counsel</p> <p>Date: <u>August 22, 2023</u></p> <p>PL No: <u>96579</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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