

**NAPA COUNTY AGREEMENT NO. 210093B  
AMENDMENT NO. 3**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 210093B** is made and entered into as of this 1<sup>st</sup> day of July 2025, 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 Commission's 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 agreed 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**, on July 1, 2023, COUNTY and CONTRACTOR agreed to amend the Agreement to extend most of the agenda system services provided under the Agreement while discontinuing the VoteCast Standard Package and eComment services. The extension with the reduced scope increased the not-to-exceed amount by \$92,922 resulting in a revised maximum amount of \$415,968, extended the Contract End Date from March 2, 2024 to June 30, 2024, and included a one (1) year auto-renewal provision ("Second Amendment"); and

**WHEREAS**, COUNTY and CONTRACTOR now agree to amend the Agreement a third time ("Third Amendment") to add a new Order, as the term is defined in Section 1 of the Agreement, set forth as Exhibit "A-2" to this Third Amendment.

**TERMS**

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

1. Paragraph 2.1, **Statement of Work** (formerly "Ordering Granicus Products and Services"), is amended to read in full as follows:  
**Statement of Work.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally

include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW. Exhibits A and A-1, attached to the Agreement and its First Amendment, respectively, list the Granicus Products and Services that Customer previously purchased under this Agreement and which shall expire no later than June 30, 2025. Exhibit A-2, attached hereto and incorporated by this reference, lists the Granicus Products and Services that Customer is purchasing under the terms of this Agreement as amended by this Third Amendment and which shall commence on July 1, 2025.

2. 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 SEVEN HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS (\$755,678) for Granicus Products and Services provided pursuant to Exhibits A and A-2 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.

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

**Agreement Term.** The Agreement Term shall begin on September 1, 2020 and continue through the latest date of the order Term of each order or SOW 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 identified in said Order will automatically renew at the end of each term for an Extension Term of one (1) year.

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

**[Remainder of page intentionally left blank]**

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

GRANICUS

DocuSigned by:  
By Kimberly Rosenberger  
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“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the  
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: <u>Ryan FitzGerald (e-sign)</u> County Counsel  Date: <u>May 16, 2025</u>  PL No.: <u>131785</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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**Exhibit A-2**

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**PRICING SUMMARY**

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

<b>Terminating Subscriptions</b>		
<b>Solution</b>	<b>Quantity/Unit</b>	<b>Prior Annual Fee</b>
Government Transparency Suite	0 Each	\$11,471.22
Meeting Efficiency Suite	0 Each	\$11,471.22
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	0 Each	\$3,448.58
Open Platform Suite	0 Each	\$0.00
Granicus Encoding Appliance Software (GT)	0 Each	\$1,638.75
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	0 Each	\$3,728.16
<b>SUBTOTAL:</b>		<b>\$31,757.93</b>

*Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.*

*Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.*

*Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).*



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New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Operations Cloud - Self-Managed Video	Annual	1 Each	\$25,750.00
Upgrade to 1080p Streaming	Annual	1 Each	\$5,247.00
Experience Services Credit Accelerator	Annual	75 Each	\$3,937.50
<b>SUBTOTAL:</b>			<b>\$34,934.50</b>

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Template - Sectioned View Page	Quarterly	1 Each	\$703.01
Legistar	Quarterly	1 Each	\$17,296.17
Send Agenda (Legistar)	Quarterly	1 Each	\$0.00
Template - Sectioned View Page	Quarterly	1 Each	\$522.76
Template - Agenda or Minutes - HTML	Quarterly	1 Each	\$450.66
Boards and Commissions	Quarterly	1 Each	\$16,044.69
Recurring Captioning Services	Quarterly	215 Hours	\$37,373.45
govDelivery for Integrations	Quarterly	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$72,390.74</b>

<b>GRAND TOTAL:</b>	<b>\$112,617.74</b>
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<b>Communications Cloud Tier:</b>
0

## CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	100



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## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
Template - Sectioned View Page	\$773.31	\$850.64
Legistar	\$19,025.79	\$20,928.37
Send Agenda (Legistar)	\$0.00	\$0.00
Template - Sectioned View Page	\$575.04	\$632.54
Template - Agenda or Minutes - HTML	\$495.73	\$545.30
Boards and Commissions	\$17,649.16	\$19,414.07
Recurring Captioning Services	\$41,110.80	\$45,221.87
govDelivery for Integrations	\$0.00	\$0.00
Granicus Operations Cloud - Self-Managed Video	\$25,750.00	\$25,750.00
Upgrade to 1080p Streaming	\$5,247.00	\$5,247.00
Experience Services Credit Accelerator	\$3,937.50	\$3,937.50
<b>SUBTOTAL:</b>	<b>\$114,564.33</b>	<b>\$122,527.29</b>
<b>Total Services Catalog Credits:</b>	<b>100</b>	<b>100</b>





## PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:  
[HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

## PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Unlimited data storage and retention</li> <li>• Up to one (1) Legistar database</li> <li>• Up to one (1) InSite web portal</li> </ul>
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Template - Agenda or Minutes - HTML	Template - Agenda or Minutes - HTML is for a template created using HTML, which a client uses to output minutes data into a webpage that has the look and feel of a document.



Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited boards, commissions, committees, and subcommittees</li> <li>• Unlimited storage of citizen applications</li> <li>• Access to up to one (1) Boards and Commissions site</li> <li>• Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>• Access to a customizable online citizen application form including board-specific questions</li> <li>• Customizable forms for board details, appointment details, and internal tracking details</li> <li>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>• Downloadable spreadsheets for easy reporting</li> </ul> <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> <li>• All Meetings will incur one hour minimum.</li> <li>• Cancellations within 24 hrs. will be charged 1 hour minimum.</li> <li>• Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.</li> <li>• Real Time Captions are provided at an 98% accuracy readability rating</li> <li>• Recurring Caption hours not used in the period of performance will not carry over to the following year.</li> </ul>
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>





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Solution	Description
	available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Experience Services Credit Accelerator	Annual Recurring Service Credits: Enhance your support through the GXC Services Catalog with these additional annual credits, ensuring continuous access to valuable

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication



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(the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- o Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

## THIRD PARTY DISCLAIMER

**Closed Captioning and Meeting Services:** Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.



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## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-442475 dated 22 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Napa County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.