

**NAPA COUNTY AGREEMENT NO. 210093B  
AMENDMENT NO. 1**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 210093B** is made and entered into as of this 28th, day of March 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 Commission’s module, new agenda system, eComment and closed captioning services;

**WHEREAS**, COUNTY and CONTRACTOR agree 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 ; and

**WHEREAS**, This First Amendment represents an increase of \$10,000 to the Agreement resulting in a revised maximum amount of \$323,046 and this First Amendment extends the Contract End Date from June 30, 2023 to March 2, 2024;

**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 of the Agreement, **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 hereto and incorporated herein by this reference, list the Granicus Products and Services that Customer is purchasing under this Agreement.
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 THREE HUNDRED THIRTEEN THOUSAND FORTY SIX DOLLARS (\$313,046) 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.

3. 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 an 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, 2023 and the Consulting Services provided pursuant to Exhibit A-1 shall be provided on or before March 2, 2024.

**[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

*Kelly Oliver*

By \_\_\_\_\_

kelly oliver      vice President - Contracts

By \_\_\_\_\_

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_

BELIA RAMOS, Chair  
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: <u>Ryan FitzGerald (e-sign)</u> County Counsel  Date: <u>March 16, 2023</u>  PL No.: <u>76362</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-1"**

### **STATEMENT OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

- Consulting services as need basis for:
  - Legistar Project Management and Deployment Services:
    - Agenda template creation
    - Additional report development
    - Advanced training

#### **II. COST OF SERVICES**

- \$175/hr to \$300/hr depending on service
- Total costs for services provided pursuant to this Exhibit A-1 shall not exceed \$10,000.00.

**III. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.