

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 210014B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210014B (previously Agreement No. 210014C) is made and entered into as of this 10th day of September, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “CUSTOMER”, and LCT Software LLC, a Florida corporation principally located at 4500 140th Avenue North, Suite 101, Clearwater, FL 33762, hereinafter referred to as “CONTRACTOR” or “LCT SOFTWARE.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 210014B (“Agreement,” previously Agreement No. 210014C) effective June 1, 2020 for use of DigEplan, an electronic document review software; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 31, 2023, to extend its term (Amendment No. 1); and

WHEREAS, COUNTY and CONTRACTOR now wish to further amend the Agreement to add an optional Single Sign On (SSO) feature to the current DigEplan subscription and increase the maximum compensation.

TERMS

NOW, THEREFORE, the Parties hereby amend the Agreement in accordance with the terms and conditions set forth herein:

- 1) Paragraph 4.1.1 is hereby amended to read in full as follows:

Subscription Service.

The Subscription Terms & Conditions at **Exhibit C** attached to the Agreement will commence on June 1, 2020. The Subscription Fees and Terms at **Exhibit C-1** attached to Amendment No. 1 will commence on May 31, 2023 and the Subscription Fees and Terms at **Exhibit C-2** attached hereto and incorporated here into Amendment No. 2 by reference shall commence on September 10, 2024, and shall continue for a period of one (1) fiscal year (the “Initial Subscription Period”). Thereafter, the Subscription Term shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

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2) Except as otherwise provided herein, the terms and conditions of Agreement as amended by Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

LCT SOFTWARE LLC

By



JAY MAYNE, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By

JOELLE GALLAGHER, Chair
Napa County Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>August 22, 2024</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 C-2

Subscription Fees and Term

1. Subscription Fees

For each Year during the Subscription there will be Subscription fees, the initial Subscription Fees shall amount to a total of \$20,160.00. This is based on 20 User Subscriptions at \$89.00 for first 10, \$79 of next 10 and \$69 for each additional per User Subscription per month.

2. Additional User Subscription Fees

Additional User Subscriptions may be purchased by the Customer in accordance with clause 2.3 at the price listed above.

3. Optional Service Fees

Commencing on the effective date of Amendment No. 2 to the Agreement, LCT Software shall provide Single Sign On (SSO) services to Customer so that its users may more easily access the DigEplan Software while maintaining the Customer's security standards. The fee for this optional feature shall be prorated to \$3,208.14 for the period beginning on the effective date of Amendment No. 2 and ending on June 30, 2025. Thereafter, the annual fee for the SSO feature shall be \$4,277.54.

4. Initial Subscription Term: 1 year, from July 1, 2020, to June 30, 2021, with automatic annual renewal through June 30, 2028. Thereafter, the Subscription Term shall be automatically renewed for an additional year at the end of each fiscal year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

Exhibits List:

Exhibit A - Standard Support Policy

Exhibit B - Service Level Commitment

Exhibit C - Subscription Terms and Conditions

Exhibit C-1 - Subscription Fees and Term

Exhibit D - LCT Software Professional Services (not required at this point since implementation services are being provided in a separate agreement with TruePoint)