

**FOURTH AMENDMENT TO
NAPA COUNTY AGREEMENT No. 210369B**

THIS FOURTH AMENDMENT to Agreement No. 210369B is made this 23rd day of June, 2026 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and Innovative Interfaces Incorporated, a California corporation, whose mailing address is 789 E. Eisenhower Parkway, Ann Arbor, MI 48108, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on October 7, 2025, COUNTY amended the Agreement to increase the scope of work to include software subscriptions and implementation fees to add St Helena Public Library, remove Vega Discover (Premium/Consortia) software subscriptions and update the contract maximum;

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **210369B** for subscriptions to Envisionware and Polaris through Innovative Interfaces, which provides point of sale software, credit card swipes, self-check software integration and online ILS integration; and

WHEREAS, on December 23, 2023 COUNTY and CONTRACTOR amended the Agreement to increase the scope of work to include additional software subscriptions, as well as increase the contract maximum and term.

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the contract maximum so that it reflects all fiscal years and meets its payment commitments for future renewed subscription services

TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 210369B in accordance with the terms and conditions set forth below:

1. Exhibit "B-3" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-4", and all references in the Agreement to Exhibit "B", Exhibit "B-1" , Exhibit "B-2", Exhibit "B-3" shall mean Exhibit "B-4".
3. Paragraph 3 “Compensation” is amended to read in full as follows:
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-4”, attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be nine hundred ninety-eight thousand,

seven hundred sixty one dollars and thirty one cents (**\$998,761.31**) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. This Amendment No. 4 shall be effective July 1, 2026.

5. All other terms and conditions of Agreement No. 210369B shall remain in full force and effect.

IN WITNESS WHEREOF, this FOURTH Amendment of Napa County Agreement No. 210369B was executed by the parties hereto as of the date first above written.

By _____
Tim McGee - Vice President, Sales Operations

Signed by:
Tim McGee
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“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy Date: June 2, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _ _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT "B-4"
COMPENSATION**

Innovative Interfaces Rate Sheet				
Term:	Polaris	Envisionware	SHPL Polaris	Total Cost
7/1/2021-6/30/2022				\$103,566.91
7/1/2022-6/30/2023				\$102,353.53
7/1/2023-6/30/2024				\$118,935.91
7/1/2024-6/30/2025				\$135,574.68
7/1/2025-6/30/2026				\$141,757.01
7/1/2026-6/30/2027	\$110,400.61	\$9,269.88	\$8,000.00	\$127,670.49
7/1/2027-6/30/2028	\$114,264.63	\$9,594.32	\$8,280.00	\$132,138.95
7/1/2028-6/30/2029	\$118,263.91	\$9,930.12	\$8,569.80	\$136,763.83
Totals	\$342,929.15	\$28,794.32	\$24,849.80	\$998,761.31

Contract Maximum \$ 998,761.31