

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 230290B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 TO AGREEMENT NO 230290B is made and entered into as of this ____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereafter referred to as “COUNTY”, acting by and through its Purchasing Agent, and IGM Technology Corp, a Canadian Corporation, whose mailing address is 445 King St. West, Toronto, ON M5V 1K4, hereafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230290C on July 1, 2023, in order to obtain specialized services, as authorized by Government Code section 31000, to obtain software as a service for budget book subscription; and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment No. 1 to Napa County Agreement No. 230290C on June 6, 2024, to add CONTRACTOR’s Annual Comprehensive Financial Report (ACFR) and State Report module to this Agreement; and

WHEREAS, the Agreement is scheduled to expire on June 30, 2026; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term of Agreement to July 11, 2029; and

WHEREAS, the Agreement number is being changed from No. 230290C to No. 230290B to recognize this amendment has been submitted to the Board of Supervisors for approval because the total term of the Agreement will exceed five years;

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 230290B in accordance with the terms and conditions set forth below:

TERMS

1. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on July 1, 2023, and shall expire on July 11, 2029, unless terminated earlier in accordance with Paragraph 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraph 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to

such dates during the terms of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraph 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those products and services set forth in Exhibits “A” and “B-1” attached hereto and hereby incorporated by reference.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of promised work, COUNTY shall pay CONTRACTOR in accordance with the pricing schedule set forth in Exhibit “B-2,” attached hereto and hereby incorporated by reference.

(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 not exceed the amounts set forth in the pricing schedule per fiscal year.

4. This Amendment No. 2 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 2 shall remain in full force and effect.

5. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 2 to Napa County Agreement No. 230290B is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer(s).

IGM Technology Corp

Signed by:

By F9E174F5682C4C9...
MIKE MATTSON, Chief Revenue Officer

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>March 18, 2026</u> FV 13112669</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-2

Each Fiscal Year begins on July 1 and ends on June 30.

Fiscal Year	Budget Book Software		ACFR and State Report module		Total Fee
	Implementation Fee	Annual Fee	Implementation Fee	Annual Fee	
2023-2024	\$15,000	\$25,000			\$40,000
2024-2025		\$26,250	\$20,000	\$12,000	\$58,250
2025-2026		\$27,563		\$12,000	\$39,563
2026-2027		\$28,942		\$13,596	\$42,538
2027-2028		\$30,389		\$13,892	\$44,281
2028-2029		\$31,908		\$14,787	\$46,695