

**NAPA COUNTY AGREEMENT NO. 250418B**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this \_\_\_\_ day of \_\_\_\_\_, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and BYRNE SOFTWARE TECHNOLOGIES, INC. whose address is 16091 SWINGLEY RIDGE ROAD, SUITE 200, CHESTERFIELD, MO 63017, hereinafter referred to as “Consultant.”

**RECITALS**

- A. County wishes to obtain professional services in order to successfully implement the Environmental Health record types into the County’s Accela SaaS platform and migrate data from the existing Digital Health Department software, which has reached end of life.
- B. Consultant was selected to provide professional services without a formal competitive process because of their extensive technical expertise of Accela, the County’s adopted permitting software, as well as their specialization in IT Consulting, Software Design, and Programming, giving them the skills and experience necessary to perform the work.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

**AGREEMENT**

**ARTICLE I – SCOPE OF SERVICES**

- 1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.
- 1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.
- 1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised

by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

**1.4 Correction of Deficient Services.** Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

**1.5 Other Remedies.** This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

**1.6 Key Personnel.** Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

**1.7 Government Code Section 7550.** Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## **ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Agreement.** The initial term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement through June 30, 2026, unless terminated earlier in accordance with this Article. Thereafter, the term may be automatically renewed for up to five (5) additional fiscal year periods (a "fiscal year" is defined as a one-year period from July 1 through June 30) for ongoing support services, 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.

**2.2 Suspension for Convenience.** County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

**2.3 Termination for Convenience.** County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.4.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

**2.5 Purchasing Agent's Authority.** The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

### **ARTICLE III – COMPENSATION**

**3.1 Amount of Compensation.** County shall pay Consultant for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** County shall pay Consultant at the unit prices set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of one hundred fifty one thousand nine hundred dollars (\$151,900) during the initial contract term; thereafter, maximum payments shall not exceed nineteen thousand nine hundred ninety five dollars (\$19,995) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

**3.2 Payment Process.** Consultant may submit one invoice per calendar month, in arrears for services provided, to Christina Adamson, the Chief Deputy Director of Planning, Building, and Environmental Services, who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

**3.4 Price Adjustments.** After the initial contract term, County may increase the unit prices or hourly rates in Exhibit "B" upon approval of Consultant's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Consultant's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Consultant's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

## **ARTICLE IV – INSURANCE**

**4.1 Insurance.** Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Design Professionals.** To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

**5.3 Effect of Insurance.** The provisions of this Article are not limited by the requirements of Article IV related to insurance.

**5.4 Enforcement Costs.** Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

**5.5 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

## **ARTICLE VII – COMPLIANCE WITH LAWS**

**7.1 Compliance with Controlling Law.** Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or

withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

## **ARTICLE VIII – DISPUTE RESOLUTION**

**8.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Consultant shall provide County with access to Consultant’s records which are reasonably necessary for County to review or audit Consultant’s compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant’s place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

### COUNTY

Christina Adamson  
1195 Third St., Ste 210  
Napa, CA 94558

### CONSULTANT

David Avila  
16091 Swingley Ridge Road, Ste 200  
Chesterfield, MO 63017

**9.3 Independent Contractors.** Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been

provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 Consultant's proposal or statement of qualifications.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third

party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to

insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

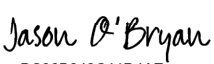
**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**9.20 Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**IN WITNESS WHEREOF**, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

BYRNE SOFTWARE TECHNOLOGIES, INC.

Signed by:  
  
 By BC98B243C11D4AE...  
 JASON O'BRYAN, President

BYRNE SOFTWARE TECHNOLOGIES, INC.

DocuSigned by:  
  
 By DCA625EAB944405...  
 ROBERT COOK, Chief Business Officer

NAPA COUNTY, a political subdivision of  
 the State of California

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

APPROVED AS TO FORM Office of County Counsel  By: <u>Laura J. Anderson</u> Deputy County Counsel  Date: <u>May 9, 2025</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: _____
--	---	--

## **EXHIBIT A SCOPE OF SERVICES**

### **I. Description of Services**

Consultant shall provide County with Accela SaaS Environmental Health record implementation, data migration services, and software support services.

The following deliverables are included in this scope of services.

#### **DELIVERABLE 1: PROJECT INITIATION AND MANAGEMENT**

This deliverable is comprised of project planning activities, core project management documents and templates, and the first meeting conducted between the County and Consultant. Consultant shall conduct project initiation activities to ensure the project starts in a well-organized, structured fashion, while fully defining and outlining the expectations regarding the implementation.

In conjunction with input from the County representatives, Consultant shall perform the following tasks:

- Finalize staffing for the project teams.
- Conduct a formal Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide regular status reports to project stakeholders on a mutually agreed upon cadence.
- Maintain a shared collaboration environment, preferably SharePoint hosted by Consultant but can be Client's preferred platform.
- Finalize an integrated baseline project plan that includes resource allocation for all tasks (in cooperation with the County Project Manager).

In terms of specific output, the following shall be executed by Consultant for this deliverable:

- Baseline Project Plan,
- Project Status Report Template,
- Project Kickoff Presentation,
- Conduct regularly scheduled status meetings,
- Provide status reports throughout the duration of the project.

Consultant Responsibilities:

- Provide timely and appropriate responses to County's requests for information.
- Complete all items mentioned above.
- Coordinate project planning activities.

- Communicate the Accela Implementation Methodology that will be used by Consultant to deliver Services.

County Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Consultant's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.

Acceptance Criteria:

- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Completion of the Project Kickoff Meeting

## DELIVERABLE 2: CIVIC PLATFORM SETUP

Consultant Software shall work with Accela to setup an environment in the Accela SaaS environment and load the package solutions required to complete the items in this scope of services.

In terms of specific output, the following shall be executed by Consultant for this deliverable:

- Load the latest version of the Environmental Health record and automation configurations. The following components are included:
  - Record Type Configurations
  - Inspection Types and Checklists
  - Documents
  - Workflows
  - CUPA Checklists
- Set up standard security groups for Environmental Health. Settings can be modified per findings after the analysis sessions.

Consultant Responsibilities:

- Provide timely and appropriate responses to County's requests for information.
- Setup the Accela SaaS development and test environments.
- Provide desktop requirements documentation to County. Define what desktop requirements equate to.
- Provide instructions on how to login/logout of all environments.

County Responsibilities:

- Provide timely and appropriate responses to requests for information by Consultant.
- Arrange for the availability of appropriate County staff to assist with inquiries and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Schedule appropriate County staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of ability to log into the Civic Platform using the valid credentials and access the solutions mentioned above.

### DELIVERABLE 3: REQUIREMENTS ANALYSIS SESSIONS

Consultant shall work closely with designated County personnel and shall conduct analysis sessions to capture and align requirements for the following processes:

- Agricultural Use UST
- Bed and Breakfast
- CUPA (hazardous materials/hazardous waste) also to include UST, APSA, Cal ARP (P1-P3), HMBP, and inspections
- Cottage Food
- Fixed Food
- Home Heating Tank
- Farmworker Housing
- Liquid Waste (annual permits)
- Medical Waste
- Mobile Home Park
- Mobile Food
- Non-LOP
- Recreational Heath (pools/spas)
- Pumper Truck
- RV Park
- Solid Waste Hauling Vehicles
- Stormwater
- Tattoo/Body Art
- Temporary Event
- Water Systems
- Complaints

In terms of specific output, the following shall be executed by Consultant for this deliverable:

- Analysis meetings with subject matter experts

- Walk subject matter experts through the templated records to leverage existing configurations
- Communicate best practices when solutioning
- Develop Specification document(s)

Consultant Responsibilities:

- Provide timely and appropriate responses to the County's requests for information.
- Conduct meetings via email, web conference, phone, and in person (if applicable) to gather and validate analysis.
- Create specification documents for each record type for County approval.

County Responsibilities:

- Provide timely and appropriate responses to Consultant's requests for information.
- Make available the appropriate County key staff.
- Provide any existing fee schedules and other pertinent document samples.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Completion specification documents.

#### DELIVERABLE 4: CONFIGURATION

Consultant shall update the non-production Accela SaaS environment to configure the County specific configurations as defined in the approved specifications document.

The following list provides configurations included:

- Creation or modification of the following record elements:
  - Record Types
  - Workflows
  - Fee Schedules
  - Inspection Types
  - Inspection Checklists
  - Condition Templates
  - Document Types
  - Citizen Access Configuration
  - Intake Pageflows
  - End User Security
  - User Accounts
  - Security Groups

In terms of specific output, the following will be executed by Consultant for this deliverable:

- Configure Environmental Health module per specification.

Consultant Responsibilities:

- Configure based upon approved specification documentation.

County Responsibilities:

- Provide timely and appropriate responses to Consultant's requests for information.
- Make available the appropriate County key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Test completed record configurations upon request by Consultant staff within 14 calendar days.

Acceptance Criteria:

- Completed configuration on Civic Platform in a non-production environment.

## DELIVERABLE 5: BUSINESS PROCESS VALIDATION & AUTOMATION

During the configuration analysis phase of the implementation project, Consultant shall identify opportunities to supplement the Accela Automation base functionality to include automations and business processing.

These automations include the following features:

- Trigger based automations - On change of a field or status update, an automated action is performed.
  - Sample Automation - When an inspection fails, auto create a new inspection scheduled for two weeks from current date.
- Batch processing - Based on a schedule or user initiated trigger, automate multiple records at once in a batch process.
  - Sample Automation - When any record expires, update status to Expired
- Notifications - Send templated notifications to one or multiple contacts
  - Sample Automation - When permit is issued, send notification to all contacts with the Permit document attached.
- Fees automations - Calculate fees based on County specific fee schedules.
  - Sample Automation - When a permit is ready to be issued, automatically assess fee using multiple inputs from the application information.
- Record validations - When data elements are saved in the system, validate the data element is applicable for the record process.
  - Sample Automation - If permit is submitted in a zone that is not appropriate, block the submission and provide a message regarding the zoning limitations.

Prior to the development, Consultant staff shall review County specific requirements and document the requirements in a specification, or detailed ticket description for less complex automations. Consultant shall provide estimates as needed for all automation activities.

In terms of specific output, the following will be executed for this deliverable:

- Prioritized list of requirements that require Automation.
- Specification documents for each required Automation.
- Demonstration of completed Automations in development or test environments per the specifications document(s).

Consultant Responsibilities:

- Identify automations required to support business processes and efficiencies.
- Work with County to determine priority of automations.
- Identify detailed requirements and estimate of work prior to proceeding with the automation.

County Responsibilities:

- Provide timely and appropriate responses to Consultant's request for information.
- Allocate the time for qualified personnel to test the scripts for acceptance.

Acceptance Criteria:

- Develop required automations within the hours budgeted for this deliverable.
- Demonstration of all developed script within the system to the County.

## DELIVERABLE 6: ESRI INTEGRATION

Consultant shall develop additional dynamic themes and proximity alerts based on the existing map service. Dynamic themes shall generate a layer visible within the Accela back-office application to display key and filtered record data as points on a new layer. Proximity alerts can provide an alert of a record within a pre-specified distance from a spatial object on the map.

In terms of specific output, the following shall be executed by Consultant for this deliverable:

- Interface Specifications Document
- Configure the integration using the Accela GIS integration tools
- Add appropriate user security for visibility with the map layers
- Create up to 5 dynamic themes
- Create up to 2 proximity alerts

Consultant Responsibilities:

- Provide timely and appropriate responses to County's requests for information.
- Conduct Interface Analysis sessions.

- Work with County staff to develop interface specifications document.
- Utilize Accela's built-in integration tool to implement the interface functionality based on the specifications.

#### County Responsibilities:

- Provide timely and appropriate responses to Consultant's requests for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface.
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Provide GIS administrator and/or GIS Consultant to resolve any compatibility issues with the Accela built-in GIS integration tools.
- Provide map service, geolocator service and any required layers

#### Acceptance Criteria:

- Demonstrate the following in the non-production environment:
- Interaction with Maps and all expected layers,
- Up to 5 dynamic themes,
- Up to 2 proximity alerts

### DELIVERABLE 7: CUSTOM REPORTING

Consultant shall work with the County to determine requirements, create specification documents, and develop reports as needed to support the business process. Reports include tabular reports, letters, permits, licenses, applications, and any other printable output from the system. The reporting tool will be limited to the tools currently supported by the Accela SaaS model and the tool used will be identified in the specification. Reports will only be developed once specification documents are approved by the County.

In terms of specific output, the following shall be executed by Consultant for this deliverable:

- Report requirement analysis sessions
- Create report specifications.
- Develop reports using the available tools on the Accela SaaS platform.
- Demonstration of the completed reports in the development environment

#### Consultant Responsibilities:

- Work with County staff to identify reporting needs.
- Create specifications for each report.
- Develop the report to run from the Accela back office or ACA.

- Provide estimates of reports development efforts and work with County to prioritize report assignments.

County Responsibilities:

- Allocate the time for qualified business and technical experts for the report requirements sessions that are critical to the project success.
- Review all specification documents within 7 calendar days or as agreed upon.

Acceptance Criteria:

- Review report(s) in Accela with sign-off from the County.

#### DELIVERABLE 8: ACCELA MOBILE APP CONFIGURATION

Consultant shall configure the Accela Mobile Gateway for the County to utilize the standard Accela Apps. Consultant shall train County staff on the features of the Gateway and County Admin Portal.

In terms of specific output, the following will be executed for this deliverable:

- Accela Mobile App Sign On
- Demonstration of County Admin Portal to County Staff

Consultant Responsibilities:

- Set up Accela Mobile Gateway
- Configure Accela Mobile Gateway to work with Accela standard mobile devices

County Responsibilities:

- Respond promptly to requests to test on County devices.
- Provide review feedback fourteen (14) calendar days from request by Consultant staff to test configurations.

Acceptance Criteria:

- Login in to the Accela Mobile App under the County name.

#### DELIVERABLE 9: DATA CONVERSION

Data conversion of historic/legacy data from County systems is a critical activity for the success of this project. The Consultant team is highly experienced in planning for and executing these activities and shall work closely with County staff to ensure a successful transition of data. Specifically, the Consultant team shall work with County to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information, and decisions need to be

made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Consultant may recommend to understand the current state of County data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources shall begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan.

Consultant shall lead the conversion effort and is responsible for: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the County will provide staff who are knowledgeable with the historical data to assist in the data migration/conversion effort. The conversion process will be performed up to three (3) times per converted system and type. The conversion process consists of the following major steps:

- Consultant shall create a Conversion Mapping Specification that documents what data elements will be extracted from the Legacy database and where each data element will be loaded to the Accela staging table fields.
- County extracts data from the Legacy database and provides data to the Consultant team via a SQL database backup or MS Excel or CSV files. Any data formats delivered outside of SQL, Excel or CSV files could be subject to a change order to manage extra activities involved with data translation.
- Consultant shall use the Accela Conversion Tool (ACT) to move the data from the Accela staging tables to the Accela database using the map produced by the ADM tool.
- Consultant shall extract the Accela application tables containing the converted data and upload to the Accela Azure Data Storage site. This can include data and attachment files.
- Consultant shall work with Accela IT Services to schedule the data load to the Accela target database in the cloud. Note: Consultant is not provided with direct access to the Accela SaaS databases and cannot guarantee data load schedules as this is managed by Accela staff.

#### Consultant Responsibilities:

- Provide timely and appropriate responses to County's request for information
- Provide the County with conversion methodology, specification templates, and conversion tools necessary to complete the conversion specification and program packages
- Conduct workshops with the County to assist with completion of the Conversion Specification Document.
- Conduct workshops to instruct the County on use of the ADM Tool, review the work performed by the County, and answer questions posed by the County
- Run the data conversions using the ACT tool to load the Accela application tables from the County loaded staging tables

- Extract the Accela application tables that contain the converted data and upload the Accela Azure Data Storage site.
- Coordinate with Accela to load the converted data into the target Accela database in the cloud
- Assist the County to resolve issues identified during testing of each conversion run

#### County Responsibilities:

- Provide data extracts in either a SQL, Excel or CSV format.
- Cleanse, Format or Translate any data per Accela requirements. Guidance will be provided by Consultant staff through the analysis process. Consultant is not responsible for cleansing or translating data.
- Provide timely and appropriate responses to Consultant Software's requests for information.
- Arrange for the availability of appropriate County staff to review the Accela Data Conversion Specification document.
- Schedule appropriate County staff participants and meeting locations for activities.
- County staff shall review and test historical transaction conversion in the Cloud Support environment and document any issues on the project SharePoint Conversion Issue Tracker identified during testing based according to the agreed upon project plan timeline.
- Staff have a total of two (2) times to review and make the necessary changes/updates to the converted historical data. The third historical data conversion will be the final conversion effort before the go-live promotion to the production environment.
- Resolve issues with the Legacy data extraction/staging table load and ADM Mappings

#### Acceptance Criteria:

- Historical data has been converted to Civic Platform according to the Conversion Specification Document

### DELIVERABLE 10: TRAINING

Consultant will provide training for County staff that focuses on the administration, maintenance, and augmentation of its Accela configuration. Our aim at Consultant is to educate County resources on all aspects of Accela in an effort to ensure the County is self-sufficient. This allows the County to best react to changing requirements and ongoing maintenance, which can allow the County to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following shall be executed by Contractor for this deliverable:

- Accela End User (five to six 2-hour sessions)- remote, up to 20 students
- Accela Reports (two 2-hour sessions), remote
- Accela Mobile App Training (one 2-hr session), remote

- Accela Citizen Access (two 2-hr sessions), remote, up to 20 students
- Coordinate with the County to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

#### County Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable County facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

#### Acceptance Criteria:

- Execution of listed training courses.

### DELIVERABLE 11: USER ACCEPTANCE TESTING (UAT) SUPPORT

This deliverable is comprised of the assistance Consultant shall provide to allow the County to accept that the solution meets the requirements as documented in all the deliverables. Consultant shall assist the County in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Consultant shall provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the County devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the County, and coordination of resources is critical. At this point in the implementation process, the County should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela solution are operating properly (i.e., integration or data conversion testing). During UAT no new configurations, automations or record processes should be introduced at this time unless the item prevents any processes from proceeding to completion. Should new requirements be introduced that do not fit within the available remaining hours, a change order may be required to complete the new requirement.

Consultant will work diligently with County to establish a mutually agreed upon end date for UAT prior to beginning the testing period.

In terms of specific output, the following shall be executed by Contractor for this deliverable:

- Resolution of issues resulting from County User Acceptance Testing
- Testing support as needed
- Address any issues reported within the agreed upon timeline for UAT.
- Provide recommendations on testing strategy and best practices.
- Lead the County in up to 4 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.

County Responsibilities:

- Provide timely and appropriate responses to Consultant's request for information.
- Make available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by County.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:

- Completion of UAT support during the 4-week testing period

## DELIVERABLE 12: DEPLOYMENT AND POST DEPLOYMENT SUPPORT

This deliverable is comprised of the activities related to migrating all data elements to the production environment and supporting the staff as needed after the solution is live for a pre-determined period of time.

Consultant shall work with the Accela cloud staff as needed on promotion of database related components (e.g. Data conversion) to schedule the load of data elements. Consultant will also coordinate go live schedules with County staff to ensure a smooth transition.

Once the solution is in the production environment, Consultant shall work with the County to support users as they are becoming acclimated to the new software and resolve any defects or training deficiencies that are identified post go-live. Consultant requests all issues be reported via the Consultant SharePoint (or County specific) project collaboration tool.

Should new requests be introduced at this time, Consultant staff will coordinate with the County project leads to provide estimates of the work and will proceed if there is available time in the budget and the work item is approved by the County project lead.

In terms of specific output, the following shall be executed by Contractor for this deliverable:

- Remote support as needed, for a duration of 3 months after the go-live date or as remaining hours are available.
- A budget of 120 hours is estimated for this deliverable
- Transition of County from Services team to Accela Support for ongoing support
- Provide post-production support for Accela developed configuration and components
- Assist with the identification of issues for the Post Production Issues List
- Assist with issues that may arise related to the deliverables in this SOW

#### County Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post-Production Issues List
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by County

#### Acceptance Criteria:

- Execution of up to 120 hours of Go Live, post-Production support for transition to Accela Support, during a 3-month duration

### DELIVERABLE 13: AS-NEEDED ONGOING SYSTEM SUPPORT SERVICES

Consultant shall provide as-needed Accela system support services, for any identified ongoing support needs, up to 129 hours per County fiscal year, as may be requested and approved by County. All as-needed support services to be initiated and directed by County. Consultant shall provide written estimates to County for requested support services and shall obtain County approval prior to commencing the work.

#### GENERAL ASSUMPTIONS

1. Consultant may utilize "Microsoft Teams" or other conferencing software for discovery and review meetings.
2. The Environmental Health module will be implemented in Napa County's current environment of Accela as a separate module.
3. Integration with ESRI/GIS is already in place for Napa County's current environment of Accela.
4. Integration with Heartland Payment Processor is already in place for Napa County's current environment of Accela and Environmental Health can leverage the same merchant account that is currently in place.
5. Integration to a financial or ERP solution is not required for this effort.
6. Remote and local access to County environment is available to Consultant personnel on an as needed basis. This will include sufficient security privileges to perform services as required.

7. All changes will be approved by County prior to development.
8. The estimates are for Consultant resources only and do not include County or third-party resources.
9. A formal change control process will be used to control cost and project scope.
10. No additional work or features are implied unless specifically stated herein.
11. Consultant is not responsible for delays caused by the County or any 3rd party schedule.
12. The exact timing and duration of the project will be determined when a signature approval of the project is given.
13. All necessary County resources will be available to Consultant in performance of the work.
14. Acceptance of all Consultant deliverables shall occur within fourteen (14) calendar days after delivery of the work performed and will be considered accepted after that time.
15. During the term of this engagement and for a period of one (1) year after termination of this Agreement, the Customer, shall not hire or contract with, directly or indirectly, in any capacity, a Byrne employee who performed services to the Customer, or any person, firm, corporation, partnership, association or entity employing or affiliated with such Byrne employee, to perform any services of any kind whatsoever for the Customer.

## **II. Schedule**

Consultant shall complete the deliverables one through twelve (1-12), listed in the Scope of Services by June 30, 2026.

Contractor shall work with County to collaboratively define a high level, baseline project schedule. Consultant shall use the baseline project schedule to plan and schedule resource availability to complete the defined scope. Project schedules are working documents that may change over the course of the project, Consultant shall work closely with the County to update, monitor, agree, and communicate any modifications to ensure timely completion of the work. Changes to the baseline project schedule may result in a change in resource availability.

Consultant shall perform the deliverable 13, listed in the Scope of Services as “As-needed Ongoing Support” up to 129 hours per fiscal year, as needed and requested by County.

## EXHIBIT B COMPENSATION AND FEE SCHEDULE

County shall compensate Consultant for the Accela support and data migration services actually rendered, as described in Exhibit A, in arrears at the hourly rate specified herein. Hours estimated per deliverable shall not be construed as guaranteed sums; Consultant shall be compensated based on actual hours spent on each deliverable, and it is understood that hours may vary between deliverables, not to exceed the total estimated hours for the scope of services.

Deliverable Number	Deliverable Description	Estimated Hours	Rate	Cost
1	PROJECT INITIATION AND MANAGEMENT	46	\$155	\$7,130
2	ACCELA CIVIC PLATFORM: SETUP - DEV AND TEST (ACCELA CLOUD)	10	\$155	\$1,550
3	REQUIREMENTS ANALYSIS SESSIONS	30	\$155	\$4,650
4	CONFIGURATION	140	\$155	\$21,700
5	BUSINESS PROCESS VALIDATION AND AUTOMATION	80	\$155	\$12,400
6	ESRI INTEGRATION	40	\$155	\$6,200
7	CUSTOM REPORTING	120	\$155	\$18,600
8	ACCELA MOBILE APP CONFIGURATION	5	\$155	\$775
9	DATA CONVERSION	180	\$155	\$27,900
10	TRAINING	40	\$155	\$6,200
11	USER ACCEPTANCE TESTING (UAT)	40	\$155	\$6,200
12	DEPLOYMENT & POST DEPLOYMENT SUPPORT	120	\$155	\$18,600
<b>Total Environmental Health Accela Implementation and Data Migration Services</b>		<b>851</b>		<b>\$131,905</b>
13	AS-NEEDED ONGOING SUPPORT SERVICES	129	\$155	\$19,995
<b>Total As-needed Ongoing Support Services</b>		<b>980</b>		<b>\$151,900</b>

County shall not reimburse consultant for expenses.

## EXHIBIT C INSURANCE REQUIREMENTS

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.