

## NAPA COUNTY AGREEMENT NO. 250209B

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 15<sup>th</sup> day of October 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Infoverity U.S., Inc., an Ohio corporation, whose business address is 5131 Post Road, Suite 220, Dublin, Ohio 43017, hereinafter referred to as “CONTRACTOR” and supersedes all prior agreements and writings, and constitutes the entire agreement between the parties with respect to the subject matter hereof;

#### RECITALS

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, for consulting services related to the enterprise data management software solution; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

#### TERMS

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 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 term of the Agreement, and the obligations of the parties shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto. In the event of a conflict between this Agreement and Exhibit “A”, “B” or “C”, the terms of this Agreement shall prevail, unless said Exhibit expressly references the specific provision in this Agreement to be modified.
3. **Compensation.**
  - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B”, attached hereto and incorporated by reference herein.
  - (b) **Expenses.** No travel or other expenses will be reimbursed by COUNTY, unless otherwise set forth in Exhibit “B”.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$100,000, set forth in Exhibit “B” for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

**4. Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than once a month to the Chief Information Officer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit “C”.

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

(f) Payment Terms and Invoicing. COUNTY will pay each invoice received within 45 days after receipt. COUNTY may pay CONTRACTOR via an Electronic Funds Transfer (“EFT”) or check. Except for fees and expenses that COUNTY disputes in good faith for reasons articulated in writing by COUNTY within 45 days after receiving such invoices, fees and expenses will be payable upon receipt of an invoice. Any written dispute shall specify the amount in dispute and the reason for disputing such amount. COUNTY will pay any portion of any such disputed invoice that is not in dispute in accordance with this provision. The parties will promptly (within 45 days) and in good faith resolve the dispute, and COUNTY shall immediately pay the balance or CONTRACTOR shall provide a credit as determined by such resolution.

(g) Late Payments. Any unpaid fees or expenses will become overdue 45 days after payment is required pursuant to this Agreement and shall be subject to a late fee equal to the lesser of 1.5% per month or the maximum amount allowed by law, for each month of delayed payment (with each such late fee attaching to such unpaid amounts on the first day of each 45 days' time increment beginning on the first day that such amount become overdue.) In the event COUNTY is in default of its payment obligations under the Agreement (and such default continues after written notice by CONTRACTOR), CONTRACTOR reserves the right to withhold services or delivery of any work in process until such default has been cured.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR 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 following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following 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:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) 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 CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(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 CONTRACTOR'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 CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), 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 CONTRACTOR with the COUNTY prior to commencement of performance of any of CONTRACTOR's duties.

(1) 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; and 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.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR 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 CONTRACTOR 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.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR 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.

(d) 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 CONTRACTOR 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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

## 8. **Hold Harmless/Defense/Indemnification.**

### Indemnification.

(i) **CONTRACTOR Indemnification.** To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all third party 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 CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. (ii) **COUNTY Indemnification.** To the full extent permitted by law, COUNTY shall defend at its own expense, indemnify, and hold harmless CONTRACTOR and its officers, agents, employees, volunteers, or representatives from and against any and all third party 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 COUNTY or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the negligence or willful acts of CONTRACTOR or its

officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors.

(iii) **General Indemnification Obligations.** 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, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall

subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR; provided that automatically generated computer backup or archival copies generated in the ordinary course of the CONTRACTOR's business need not be returned or destroyed so long as the CONTRACTOR makes no further use of the same and continues to abide by the restrictions set forth in Section 15 with respect to such information.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR for COUNTY under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use, or the use of any consortium or joint powers agency to which COUNTY is a party, or the services. Unless specified differently in Exhibit A, if the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, CONTRACTOR and its licensors reserve and retain ownership to all Preexisting Technology, Developed Technology, and Generic Components (each as defined below). For purposes of this Agreement, the following terms shall have the following meanings: "Preexisting Technology" means all of CONTRACTOR's inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information, tools, and all other intellectual property rights in existence prior to the commencement of the Services. "Developed Technology" means ideas (whether or not patentable), know-how, technical data, techniques, concepts, information, and tools, and all associated intellectual property rights thereto developed by CONTRACTOR or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance, or modify CONTRACTOR's Preexisting Technology. "Generic Components" means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information, and tools, including without limitation software and programming tools, developed by CONTRACTOR or its personnel in connection with providing Services generally that support CONTRACTOR's product and/or service offerings (including, without limitation the Services) and which do not incorporate and can be so used without use of COUNTY's confidential information.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to

receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination and COUNTY shall assume or compensate CONTRACTOR for all obligations and commitments that CONTRACTOR may have previously undertaken or incurred in connection with the services in good faith and without negligence on the part of CONTRACTOR and in conformity with this Agreement; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** 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.

13. **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  
Jon Gjestvang  
Napa County ITS  
650 Imperial Way, Ste. 201  
Napa, CA 94559

CONTRACTOR  
Infoverity U.S., Inc.  
5131 Post Road, Suite 220  
Dublin, Ohio 43017

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or knowingly permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires



access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

## 15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to a party ("Receiving Party") which relates to the disclosing party's ("Disclosing Party") past, present, and future activities, as well as activities under this Agreement. Receiving Party shall hold all such information as Receiving Party may receive, if any, in trust and confidence, except with the prior written approval of Disclosing Party, expressed through its Chief Information Officer. The obligations of the Receiving Party shall further not apply to confidential information: (i) generally available to the public at any time at no fault of the Receiving Party, (ii) furnished at any time to the Receiving Party by a third party having the right to furnish it with no obligation of confidentiality to the Disclosing Party, (iii) independently developed by the Receiving Party by individuals not having access to the confidential information of the Disclosing Party, or (iv) required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such order to permit the Disclosing Party to challenge such disclosure. Upon cancellation or expiration of this Agreement, Receiving Party shall return to Disclosing Party all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

### (b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information in its possession or control, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement, and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach, except that in the event that CONTRACTOR is not solely responsible, the parties shall share the costs and expenses in the same proportion as the parties' responsibility.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using FIPS 140-2 compliant AES-256 in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited. CONTRACTOR shall not save COUNTY data to said desktops or laptop systems.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

#### 16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld, except that CONTRACTOR may assign (i) this Agreement in its entirety (including Exhibit "A" hereunder) to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity, and (ii) this Agreement and any portion thereof (including Exhibit "A"), to an Affiliate. The inability of the assignee to provide personnel equivalent in

experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. This Agreement is binding upon the parties' respective successors and permitted assigns. For purposes of this subparagraph, the consent of COUNTY may be given by the Chief Executive Officer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR 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 the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The 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, a unified court. The 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 lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** The parties shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political

affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll Records. For the above-described type of work (construction or surveying), in accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of

apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions; provided that COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives gives CONTRACTOR reasonable prior notice of its intention to audit, conducts its audit during normal business hours, complies with all confidentiality and security requirements of CONTRACTOR, including CONTRACTOR's confidentiality requirements to its other clients, and takes all reasonable measures to prevent unnecessary disruption to CONTRACTOR's operations. The audit rights of this Agreement do not entitle COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above to have access to: (i) information of other customers of CONTRACTOR; (ii) information concerning CONTRACTOR's internal charges; (iii) information relating to CONTRACTOR's procurement practices; (iv) privileged information; (v) personal information about CONTRACTOR personnel; or (vi) any internal audit of CONTRACTOR. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR 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 its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that 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.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including Exhibits "A", "B", and "C" and 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.

28. **Special Terms and Conditions.**

(a) Limitation of Liability.

(i) Under no circumstance and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to this agreement, be liable to the other party for any indirect, incidental, special, exemplary, consequential, punitive, or other similar damages, including lost profits, lost sales or business, business interruption or any other similar loss

incurred by the other party in connection with this agreement or the services, regardless of whether a party has been advised of the possibility of or could have foreseen such damages.

(ii) Each party's aggregate liability arising out of this agreement (including any addendum, exhibit, or schedule) or otherwise in connection with any services, shall in no event exceed the fees paid by county for the services prior to the first event or occurrence giving rise to such liability.

(iii) Contractor's aggregate liability arising out of this agreement (including any addendum, exhibit, or schedule) or otherwise in connection with any services, shall in no event exceed the insurance coverage required by this agreement.

(iv) Each party acknowledges and agrees that the essential purpose of this section is to allocate the risks under this agreement between the parties and limit potential liability given the fees, which would have been substantially higher if contractor were to assume any further liability other than as set forth herein. Contractor has relied on these limitations in determining whether to provide county the services provided for in this agreement.

(b) Warranties; Disclaimer.

(i) CONTRACTOR Representations and Warranties. CONTRACTOR hereby represents and warrants that: (A) it will fully comply with all applicable laws and regulations in performing the services; (B) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its performance of the services; and (C) the services provided pursuant to this Agreement will be performed by CONTRACTOR and its personnel in a timely, professional, workmanlike manner, consistent with the specifications and guidelines set forth in Exhibit "A" and generally accepted industry standards. COUNTY agrees to notify CONTRACTOR of any claimed breach of any warranties within 30 days after the delivery of any nonconforming service. Nonconformity is a material or substantial deviation from the applicable specifications set forth in Exhibit "A". In the event of a breach, COUNTY's sole and exclusive remedy for any breach of this warranty will be, at CONTRACTOR's option, reperformance of the services, or termination this Agreement and return of the portion of the fees paid to CONTRACTOR by COUNTY for the nonconforming portion of the services.

(ii) COUNTY Representations and Warranties. COUNTY hereby represents and warrants that: (A) it will fully comply with all applicable laws and regulations in receiving and paying for the services; and (B) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its receipt of or payment for the services. CONTRACTOR agrees to notify COUNTY promptly of any claimed breach of any warranties.

(iii) Exclusions. CONTRACTOR's representations and warranties herein do not apply if or to the extent that: (A) COUNTY is in violation of this Agreement; (B) the failure is caused by any configuration, modification, changes, or customization made to the services or deliverables by or on behalf of any person or entity other than CONTRACTOR; (C) the failure is

caused by use of the services or deliverables in combination with any materials or equipment not supplied or specified by CONTRACTOR; or (D) the failure is caused by COUNTY materials, instructions, designs, or specifications, faulty internet connections or services, computer and/or network hardware, or any third-party software, application, or service.

(iv) Disclaimer and Limitation of Warranties. Except as expressly set forth in this agreement, each party expressly disclaims all other representations and warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. These disclaimers and exclusions will apply even if the express warranty and limited remedy set forth herein fails of its essential purpose.

(v) Maximum Allowable Disclaimers and Limitations. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE JURISDICTIONS, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

(c) COUNTY Responsibilities. In connection with CONTRACTOR's provision of the services, COUNTY will perform the tasks and assume the responsibilities set forth in Exhibit "A" or otherwise agreed to in writing or necessary for completion or delivery of the services ("COUNTY Responsibilities"). COUNTY understands that CONTRACTOR's performance depends on COUNTY's timely and effective performance of the COUNTY Responsibilities and obligations hereunder, timely decisions and approvals by COUNTY, and the accuracy of the assumptions set forth in Exhibit "A". CONTRACTOR may rely on all COUNTY decisions and approvals in connection with the services. COUNTY shall be responsible for, and agrees to pay, the actual and reasonable costs of delays caused by COUNTY or its personnel incurred by CONTRACTOR.

(d) Force Majeure. If either party cannot perform any of its obligations (except for payment obligations) because of any act of God, accident, strike, court order, fire, riot, war, quarantine, pandemic, epidemic, any act or failure to act of a government agency or local body, or any other cause not within the party's reasonable control that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will: (i) immediately notify the other party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event.

(e) Counterparts. This Agreement may be executed in multiple counterparts, including digitally, and delivered by electronic means, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.



IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

INFOVERITY U.S., Inc.  
 Signed by:  
 By           Matt Wienke            
D939EA09215284FD...  
 Matthew Wienke, President

Signed by:  
 By           Mark Thompson            
D9884080F5F34F5...  
 Mark Thompson, Chief Operating Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
 the State of California

By \_\_\_\_\_  
 JOELLE GALLAGHER, Chair  
 Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel  Date: <u>September 11, 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 “A”**

### **SCOPE OF WORK**

This Exhibit “A” shall be governed and construed in accordance with the Professional Services Agreement between the parties and effective October 15, 2024 (“Agreement”). In the event of any inconsistency between the provisions of the Agreement and this Exhibit “A”, the provisions of the Agreement shall govern, unless expressly identified in this Exhibit “A” as controlling. Any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.

CONTRACTOR shall provide COUNTY with the following services:

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

The Parties hereto acknowledge they are entering into this Statement of Work (SOW) pursuant to the provisions of the Agreement by and between the Parties. The Parties further acknowledge and agree that the provisions of the Agreement are hereby incorporated by reference and shall apply to this SOW as though such provisions were set forth herein in their entirety. This SOW shall be governed and construed in accordance with the Agreement. In the event of any inconsistency between the provisions of the Agreement and this Statement of Work (regardless of any language in this SOW purporting to override a provision of the Agreement), the provisions of the Agreement shall govern. Any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.

##### **1. Project Summary**

Consultant will provide to Client the Services and Deliverables outlined below in accordance with the terms set forth herein and the Agreement. Client has asked Consultant to provide staff-augmentation services and deliverable recommendations outlined below in accordance with the terms set forth herein and the Agreement. Napa County has begun their data management journey and require assistance in the growth and expansion of the data management program.

##### **2. Scope and Services**

The services to be provided to the Client will leverage a Staff-Augmentation approach working at the direction of Client while collaborating on next best actions and recommended deliverables to ensure Napa County’s data management program is established and rolled out effectively. Client may direct the Consultant team to work on activities in lieu of the suggested approach and deliverables.

Recommended primary activities could include:

- Conduct interviews and workshops with business stakeholders to document current state pain points and strategic business drivers, review regulatory requirements and internal data

management policies/processes, and document data flows and corresponding business process to compile current state findings.

- Draft the data governance operating model best suited for Client and write data governance job roles and responsibilities for data owners and data stewards and develop process for collaborative data management.
- Identify critical use cases and required data to expand Napa County's consolidated data warehouse capabilities.
- Support and expand the existing Informatica Master Data platform.

### 3. Deliverables

Each engagement with Infoverity will have the following:

- A charter that clearly articulates the activities, outcomes and costs associated with the engagement.
- A kick-off meeting to align on scope and approach.
- Weekly status reports to provide updates for all project stakeholders.

### Completion Criteria

Infoverity will have fulfilled its obligations for the Project described in this SOW when any one of the following first occurs:

- Duration of the contract (12 months) is completed.
- The SOW is terminated in accordance with the provisions of the Professional Services agreement.

### 4. Client Responsibilities

1. **Documentation Access** - Provide access to necessary business, process and functional documentation related to the project in a timely manner.
2. **SME Access** - Provide the availability of Client resources identified as Subject Matter Experts (SMEs) that are knowledgeable of each subject area, related applications, processes, and associated data structures.
3. **Network Access** - Physical and electronic access to appropriate data, networks and applications will be provided to the Infoverity team with minimal delay.
4. **Project Management** - Provide a dedicated project manager who will be responsible for internal resource management, project communications, assist with escalations of issues/risks, reporting on project financials and status, assist with scheduling of SME's and project stakeholders for the design workshops, setting up general purpose meetings between Client and Consultant, and ongoing management of the baseline project plan that will be completed by Infoverity.
5. **Approvals** - Client has final approval on design decisions, and will work in good-faith to complete review/approval cycles of the Solution Design deliverables in a timely manner.

## 5. Coordination

### Client Representative and Responsibilities

Napa County shall identify a primary Client Representative (“Client Representative”) for each engagement. All communications relative to the Services will be addressed to Client Representative, who will have the authority to act on Client’s behalf in all matters regarding this SOW. Client Representatives will use reasonable efforts to ensure that they are able to:

- Serve as the interface between Consultant’s project team and all of Client’s departments participating in the project.
- Attend status meetings.
- Obtain and provide applicable information, data, consents, decisions and approvals as required by Consultant to perform the Services, within five (5) business days of Consultant’s request.
- Help resolve Services issues, remove roadblocks, and escalate issues within Client’s organization, as necessary.
- Direct the work of the team.

### Consultant Representative and Responsibilities

Infoverity will identify a primary representative (“Consultant Representative”) for each engagement. All communications relative to the Services will be addressed to Consultant Representative, who will have the authority to act on Consultant’s behalf in all matters regarding this SOW. Consultant Representative will:

- Review the project charter, and any associated documents, with Client Representative.
- Establish and maintain communications through Client Representative.
- As necessary, review and administer the Project Change Control Procedure with Client Representative.
- Coordinate and manage the technical activities of Consultant’s assigned personnel.

## 6. Place of Performance

Tasks associated with this project will be performed at Client’s location(s) in Napa, CA, and at Infoverity’s HQ located in Columbus, OH, and at other Infoverity locations.

## 7. Termination

Client may terminate this SOW at any time with thirty (30) days written notice to Infoverity.

## 8. Project Change Control Procedure

Any material changes to the project scope or any of the other terms and conditions of this SOW will be administered through the “Project Change Control Procedure” as described herein. When a need for a change to the SOW is identified, the Consultant Representative will complete a

“Change Request” form. This form will describe Consultant’s understanding of the requested change, the impact that the change has on the current SOW, and the estimated resources and time required to implement the change. The Change Request form will also set forth the fees due to the Consultant for such change (if applicable). The Consultant Representative will submit the completed form to the Client Representative for review and approval. If the Client Representative does not approve the Change Request within 10 business days of receipt, and Client has not extended the approval period in writing, the terms of the Change Request will be void.

Should circumstances beyond Consultant’s control occur that materially change the scope, timeframe, or deliverables of this project or any unit of work within it, Client will be notified and shall approve of any impact on associated fees prior to proceeding. Work in addition to the scope identified in this SOW would be incurred only with prior written approval from Client.

## **9. Personnel Replacement**

Infoverity will make reasonable efforts to assure resource continuity throughout the engagement, and resources will be allocated according to the defined timeline and project plan. If a resource is not meeting Client expectations, Client may request in writing removal of this resource from the project. If Infoverity and Client agree to remove a resource due to performance or other circumstances, Infoverity will onboard a new resource within a reasonable and appropriate timeframe. Client is not responsible for the cost of the knowledge transfer of any resource that is replaced during the timeframe of this SOW.

**II. 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.

**EXHIBIT “B”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

This Exhibit “B” shall be governed and construed in accordance with the Professional Services Agreement between the parties and effective October 15, 2024 (“Agreement”). In the event of any inconsistency between the provisions of the Agreement and this Exhibit “B”, the provisions of the Agreement shall govern, unless expressly identified in this Exhibit “A” as controlling. Any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.

Below is the Fixed Fee monthly cost schedule of professional fees and expenses for the successful completion of the scope defined in Exhibit “A” (Scope of Work) which is exclusive of permitted travel expenses and subject to the agreed scope of work and exclusions.

**Professional Fees and Expenses**

The estimate for Infoverity’s services is expected to total \$100,000 which is exclusive of permitted travel expenses and subject to the agreed scope of work and exclusions. Consultants allocated full-time will work (8 hours per day / 40 hours per week). Part time allocation is possible with agreement between Consultant and Client.

The following rate card will be used when assigning resources to engagements with Client

Role	Description	US Rate (\$)
Technical Delivery Lead	The Delivery Lead provides depth of expertise across overall project management and delivery, resource management, as well as technical solution definition and architecture, having led numerous enterprise implementations of information management solutions such as MDM, PIM, EPM, Data Quality, DAM, Data Integration, Data Security and Analytics. The Delivery Manager is responsible for overall project and scope management, including status reporting, proactive risk identification and tracking, and managing the mitigation and escalation of risks to Client to streamline project completion and navigate the team to an on-time and high-quality delivery of the project effort. The Delivery Manager plans and leads workshops, considers business critical needs vs. solution capabilities to provide thought leadership and proactive guidance to steer the project to success based upon years of experience.	\$226.00

Data Governance Lead	The Data Governance lead provides leadership and direction in standing up a data governance operating model. Identify and define key data governance processes, roles, and role assignments to ensure successful data management. Experience with data quality, metadata management, master data management, data integration, and data warehousing as well as business process and workflow design and execution.	\$226.00
Solution Architect	The Solution architect has a deep understanding of data modeling and systems design, providing detailed design to meet business requirements. Training and real-world experience on various data models including hierarchical, relational, network, object oriented, and entity relationship, as well as methodologies such as data vault, snowflake, star etc. Provide expert guidance and counsel to the project team based on years implementation work. Leads workshops and delivers designs for logical/physical data model, hierarchies, integrations, business rules, WebUI, permissions, and workflow. Facilitate discussions and actions to ensure identified issues are resolved in a timely manner.	\$226.00
Change Management Lead	The Change Management Lead is an expert on managing the people and process side of change, with careful attention to project objectives and outcomes. This resource helps manage stakeholder expectations and project change risks while creating the required desire and ability to maximize user adoption. This resource leads the overall change management plan and helps the enterprise with sustainable reinforcement of messaging. The change lead assesses change impact and organization readiness, develops the stakeholder management and engagement plan, defines the communication strategy, and leads communications on program progress and training.	\$210.00
Data Scientist	The Data Scientist is an expert in data as it pertains to reporting and statistical analysis. They have a broad expertise in statistical analysis, data modeling, data cleansing, programming and ML/AI packages, and reporting applications (Tableau, Power BI, etc.). This resource oversees requirements gathering, data discovery/access/cleansing/prep, dashboard design and ML/AI model building. The data scientist documents all requirements and solutions, performs knowledge transfer with stakeholders and must communicate effectively at a technical SME to senior executive level.	\$210.00
Test Lead	The Test Lead develops the overall project test plan with testing scope, timeline, resource plan, and risk assessment of the testing segment. Ensures all requirements are represented by	\$194.00

	one or more test cases. Monitors the creation of and reviews test cases and data. Coordinates activities of Test Analysts and reviews progress of overall testing. Validates and manages defect remediation cycles, providing test status reports.	
Data Governance Specialist	The Data Governance Specialist is a trained resource in administration, configuration, and use of data governance products. This resource will assist in implementing best practices in the Data Governance platform and the organizational design. This specialist is a knowledge expert who can bring thought leadership to the project.	\$194.00
Technology Configuration Specialist	The Technology Configuration Specialist provides product development expertise and detailed technical knowledge of specific enterprise data management products. Creates product development components to support EDM solutions. Provides real-time configuration expertise and detailed technical knowledge. Performs unit testing and integration testing and supports user acceptance testing. Responsible for capture of workflow and user interface requirements. Contributes to deliverable documents based on collaboration with the Infoverity architect and configuration from other workstreams.	\$194.00
Senior Integration Developer	The Senior Integration Developer develops complex data integration mappings within ETL and/or data quality tool(s). Capable of translating requirements and design documentation into mapplets and workflows. Leads unit testing cycles and system integration (E2E) testing. Completes necessary data integration documentation and knowledge transfer meetings. Capable of batch and real-time data integration development with an understanding of different integration patterns and when to best deploy them.	\$194.00
Data Analyst	The Data Analyst performs source data profiling and analysis activities. Produces data profiling reports and supports requirements definition for data cleansing rules and recommendations. Develops data quality rules and configures products under architects' guidance.	\$185.00
Business Systems Analyst	The Business Systems Analyst is responsible documenting solution requirements, engaging with stakeholders and technical resources during and after workshops to refine and finalize functional requirements, technical requirements, and user stories with acceptance criteria.	\$173.00
Integration Developer	The Integration Developer develops data integration mappings within ETL and/or data quality tool(s). Capable of translating requirements and design documentation into mapplets and workflows. Participates in unit testing cycles and system	\$168.00



	integration (E2E) testing. Completes necessary data integration documentation and knowledge transfer meetings.	
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Consultant will invoice Client only for actual time and expenses incurred that are pre-approved in writing by Client. Invoices will be submitted monthly due and payable 30 days (Net 30) after receipt, in accordance with the Agreement. Travel expenses to and from Client's facilities for the Consultant's team will be managed to actual travel expenses incurred, capped at 6% of fees. Throughout the project, Client and Consultant will work together to plan the onsite and offsite schedule to manage the expense budget. All out-of-pocket travel expenses incurred by Consultant will be billed at cost and subject to the cap above. Any additional Consultant travel expenses that are required above the cap will be discussed prior and pre-approved in writing by Client. Consultant resources will provide detailed receipts for airfare, parking, rental car, rental car gas, lodging and meals; and shall be subject to the procedures set forth in the Agreement.

Fees will be invoiced monthly and will be based on services performed during the period. Invoices will be addressed to Napa County and Address per the terms specified herein and the Agreement.

The maximum payments not to exceed ONE-HUNDRED THOUSAND DOLLARS (\$100,000).

**EXHIBIT "C"**

**[Company Name]**  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone [phone] Fax [fax]  
 Taxpayer ID #

**SAMPLE  
 INVOICE**

INVOICE # \_\_\_\_\_  
 DATE: \_\_\_\_\_

**TO:**  
 [Customer Name]  
 [Street Address]  
 [City, ST ZIP Code]

**FOR:**  
 [Project or service description]  
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165,00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor Conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
<b>TOTAL</b>					