

NAPA COUNTY AGREEMENT NO. 260063B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of August, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and A360 Enterprises, LLC, doing business as Allyant, whose address is 806 Commerce Park Drive. Ogdensburg, NY 13669, hereinafter referred to as “Consultant.”

RECITALS

A. County wishes to obtain professional services in order to maintain digital accessibility compliance with WCAG 2.2 Level AA and related standards, including live accessibility auditing, expert consulting, document remediation software, detailed reporting, and ongoing support.

B. Consultant was selected to provide these specialized professional services after an informal competitive process.

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, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

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.

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 180 days 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 efficient 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 provided that Consultant may make unilateral changes in its key personnel in the event of termination of employment, sickness, disability or death.

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 term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire July 22, 2027, unless terminated earlier in accordance with this Article. The term of this Agreement shall be automatically renewed for an additional year at the end of each calendar year, under the terms and conditions then in effect, not to exceed three (3) additional years, 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.

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. Notwithstanding the foregoing, if County terminates pursuant this Section 2.3 County shall not be entitled to any refund of any fees paid for its annual license to the HUB Platform or its annual CommonLook software license subscription and shall pay all remaining unpaid committed fees for the balance of the then current subscription year.

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 and fails to cure such default. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 30 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. Consultant may terminate this Agreement for default if County fails to satisfactorily perform any material obligation required by this Agreement and fails to cure such within 30 days of receiving written notice from Consultant specifying the nature of the default. The rights and remedies of County and Consultant enumerated in this paragraph are in addition to and independent of County's and Consultant's rights under any other provision of this Agreement and any right or remedy available to County or Consultant 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 in accordance with the provisions of 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 according to the compensation and fee schedule 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 one hundred, twenty-five thousand dollars (\$125,000) in the first year, and sixty thousand dollars (\$60,000) in each subsequent year of the contract, with the five (5) year total not to exceed three hundred, sixty-five thousand dollars (\$365,000). 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 year for yearly subscription services, in advance, and one invoice per quarter for Ongoing Accessibility Support and optional services, in arrears for services provided, to the Risk and Safety Officer, 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 provided County shall not be entitled to any refund of any fees paid for its annual license to the HUB Platform or its annual CommonLook software license subscription and shall pay all remaining unpaid committed fees for the balance of the then current subscription year.

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 real or tangible property, arising from all negligent or intentional 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 Intellectual Property Indemnification. 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 all liability, claims, actions, proceedings, losses, injuries, damages and expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought by or on account of any third-party alleging that the use of software provided by Consultant to County infringes or misappropriates the third party's intellectual property rights, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the County's modification of such software not approved by Consultant or use of software other than as permitted by this Agreement or combination of the software with other materials not provided by Consultant (to the extent such combination is what caused the infringement). County shall promptly provide Consultant with prompt written notice of such claim, tender to Consultant the defense or settlement of such claim at Consultant's expense. County shall cooperate with Consultant in the investigation and disposition of any claim alleging infringement or misappropriation of a third party's intellectual property rights.

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 to the extent applicable 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

Assistant Chief Executive Officer
Napa County Executive Office
1195 Third St, Suite 310.
Napa, CA. 94599.
becky.craig@countyofnapa.org

CONSULTANT

A360 Enterprises, LLC.
DBA Allyant
806 Commerce Park Drive.
Ogdensburg, NY 13669
legal@Allyant.com

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 The RFQ or RFP issued by County.
- 9.4.4 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 such party 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. For the purpose of this Agreement, "Confidential Information" means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, or any other information which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party or which is of a confidential nature even though not specifically so designated. Confidential Information will not, however,

include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Each of the parties agrees: (a) not to disclose any of the other party's Confidential Information to any third parties except as mandated by law and except to those agents, advisors, or subcontractors who have a reasonable need to access such information, and who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (b) not to use any of the other party's Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (c) to keep the other party's Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. If a party is required by law to disclose the other party's Confidential Information, it will promptly notify the other party (providing notice prior to disclosure if permitted by law), and provide reasonable assistance in seeking protection of such Confidential Information. Upon termination or expiration of this Agreement the receiving party will promptly return or destroy all of the disclosing party's Confidential Information in its possession. This section shall survive termination of this Agreement.

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 Limitation of Liability. Except to the extent prohibited by the Constitution or the laws of the State of California and except for a violation by a party of the other party's intellectual property rights or a party's gross negligence or willful misconduct, (a) neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential, or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages and (b) the total cumulative liability of Consultant to the County for any and all claims and damages under this Agreement, whether arising by statute, contract, tort, or otherwise, will not exceed the policy limits for the liability insurance coverages identified in Exhibit "C" to this Agreement.

9.19 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 except as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. 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.

9.20 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.

9.21 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.

9.22 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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).

A360 Enterprises, LLC.

By _____
Ariel Kunar, President

By _____
Anthony Carty, CFO

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>July 18, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide professional services in order to maintain digital accessibility compliance with WCAG 2.2 Level AA and related standards, including live accessibility auditing, expert consulting, document remediation software, detailed reporting, and ongoing support in accordance with Consultant's proposal dated Revision July 3rd, 2025, which is hereby incorporated into Exhibit A by reference.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal dated Revision July 3rd, 2025, which is hereby incorporated into Exhibit A by reference.



Digital & Document Accessibility

Statement of Work

County of NAPA (County)

Provided by A360 Enterprises, LLC (dba Allyant) (Consultant)

Contact Information:

Elena Deguzman
edeguzman@allyant.com

Rev July 3rd, 2025

This pricing is valid for 30 Days from proposal date.

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Overview

Consultant is providing this proposal to County (“Client”) in order to help you assess, develop/remediate and report on digital accessibility to conform to WCAG 2.2, Level AA guidelines and mitigate risk. This effort will be led by experienced, live accessibility auditors and consultants. This document outlines the steps required to create a full and successful experience for all.

Consultant is in a unique position to help County through this process by providing:

1. **Experienced Accessibility Engineers**, both sighted and native screen reader auditors to fully assess websites, mobile apps, IoT products, kiosks & other digital platforms. This approach is far superior to automated tools which only test for a fraction of the WCAG success criteria, return many false positives and are limited in their ability to accurately test for usability and/or compliance.
2. **Detailed Reporting** via the [Allyant HUB](#), a fully accessible customer portal, to help all members of your team manage your digital accessibility project(s), get training and track progress.
3. The **Allyant HUB Audit & QA Reports** provide accessibility issues, screenshots, severity, an estimated level of effort to fix and most importantly: practical, developer-focused remediation solutions, built-in Help Desk & links to a Knowledge Base for additional learning per issue.
4. A **Customer Success Manager (CSM)** is assigned to every Consultant Client, bringing senior-level staff to help plan, facilitate and consult throughout the remediation effort, keeping the process as smooth and efficient as possible so that your goals are achieved. We also offer a higher level of Design and Development Support, which is leveraged by those organizations tackling the most difficult equitable access problems within complex digital products.
5. Further, **Consultant’s Legal Support Group** pioneered the service of helping clients navigate through any legal notifications like demand letters, and complaints, and filed lawsuits to test claims and support them through defense strategy

Audit Scope

The following scope was created upon review of the digital properties outlined in this Statement of Work. It is intended to capture all unique templates, components, key user flows, and functionality currently deployed on the digital product. These recommendations are based on a thorough review of the digital product by the Consultant’s proposal team, coupled with historic project data, and vast accessibility expertise.

The scope is meant to be a **collaborative effort between County and Consultant** to ensure it includes an accurate representation of your team’s accessibility goals and the overall project plan.

https://www.countyofnapa.org/	URL
Home Page	https://www.countyofnapa.org/
About Us	https://www.countyofnapa.org/897/About-Us
Directory	https://www.countyofnapa.org/directory.aspx
Staff Directory Behavioral Health Services	https://www.countyofnapa.org/Directory.aspx?did=165

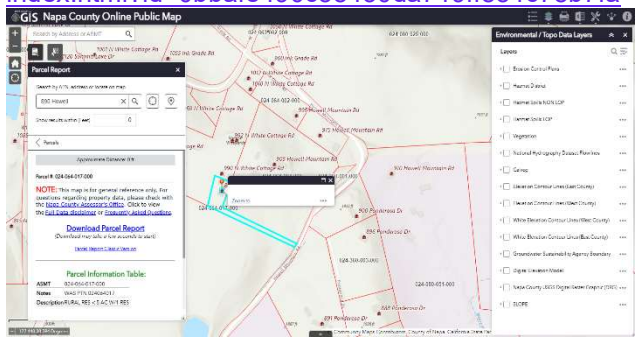
Alcohol and Drug Services	https://www.countyofnapa.org/160/Alcohol-and-Drug-Services-ADS
Board of Supervisors <ul style="list-style-type: none"> ○ Meet The Board ○ Contact My Supervisor ○ How Do I? 	https://www.countyofnapa.org/2116/Board-of-Supervisors
Napa County Fire Department <ul style="list-style-type: none"> ○ Highlights ○ Popular Links 	https://www.countyofnapa.org/3454/Napa-County-Fire-Department
Human Resources	https://www.countyofnapa.org/711/Human-Resources
Victims' Rights	https://www.countyofnapa.org/1150/Victims-Rights
Calendar Month	https://www.countyofnapa.org/calendar.aspx?CID=22&Keywords=&startDate=&endDate=&
Calendar List	https://www.countyofnapa.org/calendar.aspx?CID=22&Keywords=&startDate=&endDate=&
Facilities	https://www.countyofnapa.org/Facilities
Facilities 650 Imperial Way	https://www.countyofnapa.org/Facilities/Facility/Details/650-Imperial-Way-121
Children's Resources	https://www.countyofnapa.org/878/Childrens-Resources
Sitemap	https://www.countyofnapa.org/sitemap
Countywide Communications	https://www.countyofnapa.org/1522/Countywide-Communications
Notify Me	https://www.countyofnapa.org/list.aspx?Mode=Subscribe
Form Center	https://www.countyofnapa.org/FormCenter/Web-Master-10/Contact-the-Webmaster-50
Document Center	https://www.countyofnapa.org/DocumentCenter
Search Results (search query 'county') <ul style="list-style-type: none"> ○ Site Content ○ Municipal Code 	https://www.countyofnapa.org/Search?searchPhrase=county&pageNumber=1&perPage=10&departmentId=-1
Accessibility Statement	https://www.countyofnapa.org/2680/Accessibility


Single-Page domains	URL
Garden Application & Admin Tool	https://services.countyofnapa.org/gardenApplication/Default.aspx
Voter Information (Public)	https://app.countyofnapa.org/VoterInfo

Single-Page domains	URL
FBN Search Search results	https://app.countyofnapa.org/FBNSearch
AgendaNet Search	https://app.countyofnapa.org/AgendaNetSearch
PDF Editor	https://services.countyofnapa.org/PdfEditor
Marriage License	https://services.countyofnapa.org/MarriageLicense
Official Records Search results	https://services.countyofnapa.org/OfficialRecords
Filed Map Search Location Filed Map – Title Filed Map – Book and Page Assessor Map Corner Record	https://services.countyofnapa.org/FiledMapSearch
Job Salary Schedules	https://services.countyofnapa.org/SalarySchedules/
AgendaNet (Public)	https://services.countyofnapa.org/AgendaNet/
AgendaNet Search Meeting Archives	https://services.countyofnapa.org/AgendaNet/MeetingArchive.aspx?TID=11&StartDate=12/31/9999
AgendaNet Search Meeting Document	https://services.countyofnapa.org/AgendaNet/GranicusMeetingDocuments.aspx?id=4006
Accessibility Statement	TBD
https://services.countyofnapa.org/CJNetWeb	URL
CJNet Internet	https://services.countyofnapa.org/CJNetWeb
Online Warrant Search Search results	https://services.countyofnapa.org/CJNetWeb/WarrantSearch
Public Booking Report reCAPTCHA Check	https://services.countyofnapa.org/CJNetWeb/Public/BookingReport
Accessibility Statement	TBD

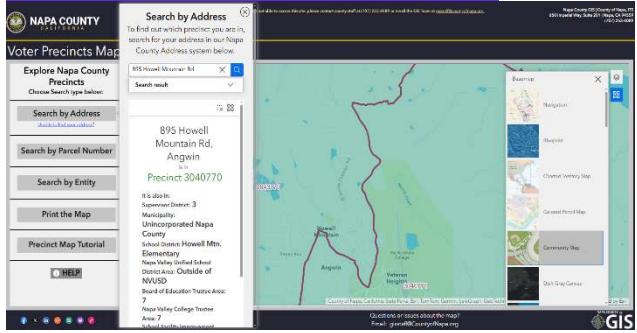
https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions	URL
Pet Adoptions	https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions
Amelia	https://app.countyofnapa.org/PetAdoptions/Animal/48956/Amelia

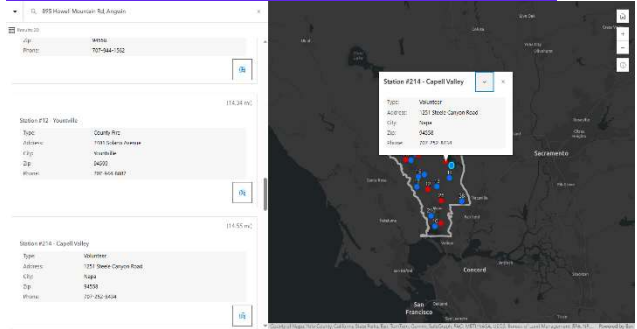
Accessibility Statement	TBD
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Napa County Online Public Map	URL
Landing Page - Search results (search query '895 Howell')	https://gis.countyofnapa.org/portal/apps/webappviewer/index.html?id=0bbafe490c58430da719ff851c78b7fa 
Accessibility Statement	TBD

Parcel Lookup and Parcel Report	URL
Landing Page	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=fcbc684ce24f4220b1fa383bdeed2371
Search results (search query '895 Howell', search radius 1,000ft)	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=fcbc684ce24f4220b1fa383bdeed2371&findSource=0&find=895%2520Howell&sliderDistance=1000 
Accessibility Statement	TBD

Precinct Explorer	URL
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Landing Page	https://experience.arcgis.com/experience/42bdccccff784d29a1e8a0f7abb05aff
Search results (search query '895 Howell')	https://experience.arcgis.com/experience/42bdccccff784d29a1e8a0f7abb05aff/page/Home-Page#data_s=id%3AdataSource_4-Addresses_Main_All_4549%3A13820516 
Accessibility Statement	TBD

Fire Status Lookup App	URL
Landing Page	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=d0c7f34c714b4de49eac1b998d0c9bb8
Search results (search query '895 Howell')	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=d0c7f34c714b4de49eac1b998d0c9bb8&findSource=0&find=895%2520Howell%2520Mountain%2520Rd%2520Angwin&level=9 
Accessibility Statement	TBD

The Allyant Process

The Allyant Roadmap is a proven process distilled from thousands of accessibility projects over years of industry-leading services provided to clients across all business verticals around the world. This approach

will lead your organization to become digitally accessible, as quickly as possible, while working with your specific needs, development processes and available resources.

Accessibility Audit

Consultant will conduct a manual disabled-user audit of the digital properties outlined in the [Audit Scope](#). The accessibility audit satisfies requirements for screen readers, visual, hearing and cognitive impairment, and keyboard-only users using standards established in [WCAG 2.2 Level AA](#).

The Audit Reports delivered via the Allyant HUB provide your team with the information necessary to remediate any accessibility concerns and serve as the governance tool for tracking your progress of this business compliance requirement. Consultant will provide the following assistance and deliverables with the audit:

1. Audit Issue Report
 - a. URL, mobile view or component audited
 - b. Specific non-compliant elements on each & the WCAG guideline(s) it violates
 - c. User audience affected by the issue (e.g., screen reader, keyboard-only, hearing impaired, color contrast)
 - d. A detailed recommendation to remediate each issue
 - e. Priority level for fixing the issue
 - f. Link to the related Allyant HUB Knowledge Base articles
 - g. Screenshots where appropriate
2. Audit Summary Report
 - a. A narrative document summarizing the audit and highlighting common issues that were found, steps of the recommended remediation plan and an estimated level of effort
 - b. Global issues and suggestions that would improve ongoing maintenance, Search Engine Optimization, overall usability and more

Allyant HUB Access

The HUB is your personalized customer portal and is provided to authorized users within your organization and partner organizations. In the Allyant HUB your related staff will have access to the project results outlined here, Knowledge Base, Video Training Series and Help Desk staff, (if Ongoing Support hours are purchased).

Allyant HUB Toolkit

The HUB Toolkit is a Chrome Developer Extension downloaded from the Chrome Web Store helping identify and learn about common accessibility issues on your pages. The extension can run on any page your browser can access including local environments, behind firewalls, logins and different page contexts. While there is no substitute for a live user audit, automated testing can identify some of the most common accessibility issues. In conjunction with access to Consultant's accessibility engineers, these automated assessments can help you identify and remediate some issues more quickly.

The toolkit extension includes:

1. Accessibility Tools:

- a. Image Descriptions: View all images on the page in one place grouped by images with descriptions, those marked as decorative and those missing descriptions.
 - b. Heading Levels: View the current page heading level structure to more easily identify where levels may have been skipped or are otherwise incorrect.
 - c. ARIA Usage: ARIA is used to help describe elements on the page to a screen reader. Determining where these attributes are used in your HTML is helpful when identifying problems.
 - d. Components: Quickly identify components used on the page including third-party such as Google Maps or Yotpo, along with other items such as the slick-slider carousel.
 - e. External Links: View a list of links on your page that point to external resources.
2. Automated Accessibility Testing:
 - a. Live accessibility scans of web pages/sites to find common accessibility issues.
 - b. An ever-expanding library of validation rules the extension checks for curated by our experienced live user audits and real-world scenarios
 - c. An unlimited number of scans can be run from the extension on any site.
 - d. The scan uses the current page context including page size and any dynamic elements activated
 - e. Scan results exactly mimic the structure of issues found by our live user audits including fix, categorization, guidelines, affected users and more.
 - f. Links to Knowledge base articles from the rules, results and tools help learn about and accessibility issues more quickly
3. Set up “Scan Templates” such as: “Content Manager” which will only run certain rulesets that can likely be remediated by this profile group. Smart light and dark modes
4. Users of the extension must have an active Allyant HUB account

Knowledge Base

1. Direct links from the Issues found during Audit or QA to this self-paced learning section
2. Checklists, Accessibility Statement Helpers and other accessibility documents
3. Detailed articles are continually added and updated as accessibility guidelines change

Help Desk

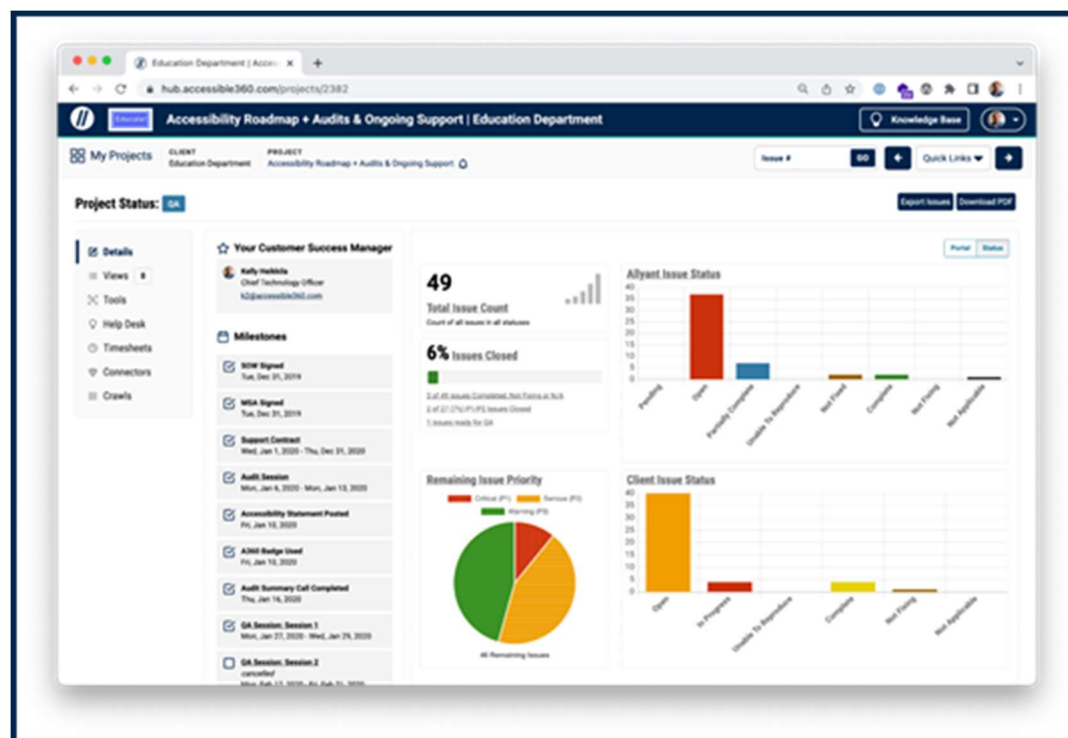
1. Client may submit general inquiries at the project level or directly linked to specific audit results
2. Comments are threaded to ensure clear communication and allow for collaboration
3. Manned by senior-level screen-reader and sighted Accessibility Engineers

Technical Video Training

Access to Consultant’s video training series of technical accessibility design and development topics and best practices, including:

1. Overview looks at the laws and emerging trends pertaining to digital accessibility, crucial topics for development organizations and business. This includes an introduction to WCAG 2.2 Level AA
2. Introduction to accessibility, Design guidelines and Developer know-how to create accessibility within new builds along with best practices for content managers and code examples to leverage during your Remediation effort
3. Additional resources to continue to expand your knowledge of digital accessibility are added often and every client gets immediate access to all video training content

Screenshot of Sample Project Dashboard in HUB



Ongoing Accessibility Support

Once a project has begun, you will get immediate access to the Allyant Accessibility HUB (Allyant HUB), the Knowledge Base, Training Videos and more. You can immediately begin your accessibility initiative.

During this phase, Consultant will also partner with **County** to, first, assist in assessing product fixes through QA testing and technical support, and second, to establish processes for ongoing, long-term digital accessibility compliance.

Allyant Reviewed by Badges



The **Reviewed by Allyant** badge may be used on an Accessibility Statement Page, the footer of your site or other locations as needed for all clients with Ongoing Support services. **Consultant** does not allow our

Badge to be on a digital property where an [Accessibility Overlay](#) is present or any other accessibility vendor badging.

Usage Guidelines:

1. The image should link back to our [Website & Digital Property Auditing webpage](#)
2. The image should have an alt attribute of "Reviewed By Allyant for Accessibility"
3. The aspect ratio of the image should be retained (no stretching to fit)
4. The badge may only be used on the site(s) or mobile apps indicated in this Statement of Work after the desired documents are executed.
5. Continued use is granted as long as Client continues to subscribe to ongoing support services and the account continues to be in good standing.

Support Services

The level of support and specific activities required varies dramatically from client to client based on type of digital properties, testing cadence, developer availability and many other factors. As such, Consultant provides a set of support hours to help you reach your goals. How an organization uses these hours in the activities below is up to the organization and can shift over time. The recommended number of Ongoing Support Hours can be found in the [Assumptions](#) section of this SOW.

Typical support activities and deliverables are listed below:

Development Team Support and Accessibility Roadmap Planning

Following the Consultant audit, the client will schedule and perform internal remediation for the digital properties in scope based on results from the audit. Consultant will support this development effort through as-needed technical support for internal technical teams and/or external vendors of the client.

1. Consultant will provide the following assistance and deliverables during the support services:
2. **Remediation Planning Support:** Your Consultant's Customer Success Manager will partner to create a remediation/project plan. This will outline the Client's approach to resolving issues, highlight dates for subsequent QA testing for Consultant and define the target date by which all issues are remediated.
3. **Help Desk via the Allyant HUB:** Senior Consultant technicians to consult, mentor and collaborate with Client's internal team and/or external vendors on the following:
4. Ask technical questions related to your project via Help Desk integrated into Allyant HUB
5. Pairing with an auditor
6. Sample code
7. Proactive review/QA of new pages and other content
8. Other related activities determined valuable to the success of our engagement
9. **Remediation Support Calls** with your developers to discuss technical issues and solutions
10. **Q&A Workshop:** Once your design and/or development staff has watched the training videos, they are able to work directly with our auditing and help desk staff via a one-hour remote workshop. During this Q & A workshop, training concepts can be discussed more in-depth, specific development/remediation issues can be discussed or other accessibility questions asked.

Note on Expediting Remediation: Because content and design are continually evolving, Consultant strongly encourages our clients to remediate their digital properties as soon as possible after accessibility auditing for it to be as applicable as possible.

Quality Assurance Reassessment

Consultant will work with clients to schedule QA within your development process whether that is in sprints or waterfall or a combination. Once the Client is ready to test, Consultant will reassess the digital properties in scope. QA consists of checking issues found in the initial audit or previous rounds of QA. It is the clients' responsibility to apply fixes globally across your digital properties.

At this step, Consultant will provide the following assistance and deliverables:

1. **QA Testing:** Consultant will provide manual-user Accessibility QA testing to confirm that the fixes have successfully been applied and the site, app or other digital property is usable by affected audiences.
2. **Updated Audit Issue Report:** Updated Accessibility Audit Report in the Allyant HUB which contains any additional fixes and existing issues that are still not complete.
3. **Letter of Accessibility Conformance:** States that as of the review date on the specified server, Consultant found URLs and/or views within scope substantially conform with Level A and Level AA of the Web Content Accessibility Guidelines (WCAG) version 2.2.
4. **Responsive Mobile Web QA:** For responsive sites, where code is shared between desktop and mobile, and there is no additional or unique functionality (e.g., a carousel or different mobile-only menu) Consultant can also provide a walkthrough of the RWD mobile experience (UX).
5. For sites where mobile and desktop templates are different, the appropriate testing methodology should be discussed with your Customer Success Manager. In this case, specific mobile testing will be necessary for the mobile apps to receive Letters of Conformance.

Note on Letter of Conformance: Consultant uses a 1-3 scale for level of priority for each issue. Priority 1 indicates a complete blocker for one or more audiences, Priority 2 indicates a partial blocker that presents significant barriers and challenges for one or more audiences and Priority 3 indicates a WCAG issue that does not significantly impact the ability to use the site. To receive a Letter of Conformance, all Priority 1 and Priority 2 issues must be satisfactorily resolved regardless of when uncovered by Consultant. Additionally, the audit team must be able to successfully complete a walkthrough resulting in no additional P1 or P2 issues. We encourage a plan for Priority 3 items to be in place and documented in Allyant HUB.

Audio Descriptions for pre-recorded videos pose unique and complex accessibility challenges. Consultant recognizes the difficulties for clients to achieve conformance with WCAG requirements (SC 1.2.3, 1.2.5) for Audio Descriptions. As such, Consultant will indicate in the audit results when Audio Descriptions are required by WCAG, but any indications shall be assigned a Warning-level priority and will not be required to receive a Consultant's Letter of Conformance.

Note on QA Testing & Hours Used: In a typical engagement, a significant percentage of the Ongoing Support hours outlined in this Statement of Work will be used within the first 3-6 months after QA activities begin. Despite this, Consultant's pricing model is designed to minimize the financial disruption to your organization by spreading this cost across the duration of the contract.

Post-Conformance Manual Accessibility Maintenance

Through the hours in your ongoing support contract, Consultant can provide comprehensive manual-user maintenance of in-scope views following a successful QA for long-term accessibility compliance. Views for maintenance generally consist of the Home Page & primary user flows within the given digital property. A specific set of views will be chosen by the Consultant's team following a successful QA and approved by the County, prior to performing Maintenance Assessments and other services.

At this step Consultant can provide the following assistance and deliverables:

1. Accessibility Assessments: Manual-user re-assessments.
2. Accessibility Issue Report if new issues have been introduced.

Compliance Support

1. In addition to ongoing support and manual-user maintenance, Consultant will help County stay accessible and support in mitigating risk through additional compliance support including:
2. **Compliance Reporting:** Consultant can help your organization report on your progress toward accessibility for any legal requirements that may arise. This includes:
3. **Affidavit of Accessibility Activities** outlining the activities and milestones within your project with Consultant as you work toward accessibility. When required, this is generally provided prior to a successful QA.
4. **Expert Rebuttal Report:** Through our Accessibility Claims Team, Consultant can provide disabled auditor reviews of accessibility legal claims and provide an expert rebuttal of any claims made against your digital property if needed following a successful QA.
5. **Updated Letter of Conformance** provided the digital property continues to be in good standing with no Priority 1 or 2 issues based on testing based on scope and your Post Conformance maintenance activities.

Assumptions

1. Scope and pricing outlined in this SOW are based in part on information provided by the client. This includes information shared by the client in digital and verbal communications or obtained via a scoping call or testing credentials provided to Consultant. Any facts contrary to the information provided by client and/or the Scope agreed to herein, by way of signature, may result in future Change Orders (CO) and may impact timeline, pricing and/or hours
2. Third-party content and services will not be audited unless specified in the audit scope. This includes iFrames, external links, pop-ups, chat, blogs, and other references. When appropriate, Consultant will list any third-party content found in the audit report. For any third-party software or vendors leveraged on the client's domain(s) or applications, Consultant can review these with our no-cost ProcureEnsure Service.
3. The client acknowledges that 3rd party components in the Core User Path can prevent Consultant from issuing a Letter of Conformance for the digital property and steps should be taken now to interact with those vendors, so they comply as well.
4. Core User Path is defined as a mutually agreed upon ordered list of URLs for the main or primary use case for the site/application and will be fully outlined following audit delivery
5. County will be responsible for providing Consultant with any test data required for an audit and QA prior to beginning work. This could include user credentials, dummy credit cards, transaction history and other data. Delays of this information or readiness of test environments will result in delays & time deducted for rescheduling from support hours

6. Desktop website audits use the page content displayed in a browser at 1280px wide
7. Responsive Web Design (RWD) allows for the same core code from a desktop site to be leveraged in a mobile view.
8. If a site is mobile responsive, and there is no additional or unique functionality (i.e., carousel, mobile-only menu), Consultant will provide a walkthrough of the site and the RWD mobile experience
9. If additional or unique functionality is present: Additional scoping is required
10. Users of the Allyant HUB must be directly related to the project scope of this SOW. Logins are based on email addresses and cannot be shared between Client staff
11. Total hours of work performed by Consultant during the audit based upon scope is not to exceed **182 hours:**
 - a. <https://www.countyofnapa.org> **72 hours**
 - b. Single-page domains **36 hours**
 - c. <https://services.countyofnapa.org/CJNetWeb> **10 hours**
 - d. <https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions> **10 hours**
 - e. Napa County Online Public Map **12 hours**
 - f. Parcel Lookup and Parcel Report **14 hours**
 - g. Precinct Explorer **14 hours**
 - h. Fire Status Lookup App **14 hours**
12. Total hours of work performed by Consultant during the entire Ongoing Support services contract is not to exceed **180 hours.**
13. Ongoing Support Hours purchased separately of this SOW or via Time & Materials invoicing will be billed at \$225/hour
14. Consultant will provide County with a monthly report detailing Ongoing Support hours consumed
15. Client may use hours for any digital accessibility review work under contract with Consultant
16. If additional Ongoing Support hours are needed, your Consultant CSM will collaborate with you on a Change Order (CO). If a client does not execute a CO, additional hours will be billed at a rate of \$225/hour
17. Early termination by County will result in Consultant issuing a final invoice for any unbilled hours for services provided up until date of termination
18. No refunds are granted for Annual Allyant HUB Subscriptions

Out-of-Scope

All of the following are out-of-scope services:

1. All services not explicitly defined in this proposal
2. Travel, lodging and per diem costs affiliated with this project
3. Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
4. Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.
5. Consultant is not a law firm; we do not provide legal advice. Consultant encourages Client to work with experienced legal counsel to understand and apply the law to Client's situation

Consultant's reports and recommendations reflect Consultant's experience and understanding in the field of accessible technology. County is responsible for the operation of its own business, and County is always free to adopt Consultant's recommendations, in whole, in part, or not at all, as County sees fit in its legal and business judgment.

CommonLook Software Overview

Allyant's CommonLook Software Suite is a web-based software designed to empower County's employees to create and remediate PDF documents to ensure full compliance to WCAG 2.1 AA or other standards such as WCAG 2.2 AA and PDF/UA. The software provides a simplified and advanced editor so users of all skill levels can successfully remediate documents and produce a fully compliant accessible document to their desired standard. The software is a cloud-based software which is provisioned by user via email and each license is valid for one year. Documents, and all data, are encrypted and stored in Microsoft Azure cloud, physically located in USA. During "transfer" - encrypted protocols such as HTTPS are used and "At rest" - all disks are encrypted with server-side encryption and Azure managed keys. All remediation projects are unique to each user so users can save their work and come back to it when ready. All documents are stored for up to 6 months, and organizations may request longer periods of storage if needed. Documents can be deleted immediately by the user.

Each subscriber will get licenses to both the web-based application AND the traditional desktop software (plug-in to Adobe Acrobat Pro) if need be.

Annual License per User for Napa County	Cost per user
CommonLook PDF (Web and Desktop Application) 12-month License – Including Training Modules – Per User	\$740
Renewal Cost	\$740
Add-On Licensing for New Users	\$740
2025 Napa County CommonLook Software Purchase	Annual Cost
50 Licenses of CommonLook PDF (Web and Desktop Application) 12-month License – Including Training Modules – Per User	\$37,000

CommonLook Software Provisioning Process

For your initial licensing purchase, we will collaborate with the lead point of contact from your team to ensure we have a list of all users, as well as their pertinent information to receive a license: Name, Email, and Phone Number. The client also must specify which users are new and need to be enrolled in training modules.

Once your team provides a list of users, each user will receive an email from no_reply@allyant.com with login credentials and instructions. For first-time users, they will need to select the “Reset Password” option to create their own unique password. We require a phone number so that we can help troubleshoot issues quickly should any arise.

User licenses are provisioned for a fixed term and are generally not transferable and cannot be shared between users. User licenses may only be assigned to a single, named user. However, licenses may be reassigned in the event of employee turnover or when a user’s role changes such that they no longer require access to the software. Any such reassignment must be in good faith and may not be used to circumvent license restrictions. For the avoidance of doubt, you are responsible for the purchased licenses even if not utilized.

Consultant’s Customer Success team will work with our team to provision additional software licenses as requested. It is vital that we work through a point of contact on the client side to ensure we are provisioning the licenses to the appropriate individuals. To acquire additional licenses, you may reach out to Document_CSM@allyant.com to request additional licenses or get support on renewals. Each user must provide their name, email address, phone number, and their training requirements if any. From there, our team will ensure each user receives log-in information to the software. New users should be enrolled in training modules and the client must specify when training is required. This can be done by communicating with our Customer Success team when requesting additional licenses. If you have returning users that do not need to be enrolled in training, please specify. Renewal licenses will not automatically be enrolled into training modules, so in the event you’ll be transferring a renewed license to a new user, please specify their training requirements.

CommonLook License Terms/Restrictions

Subject to and conditional on your strict compliance with all terms and conditions set forth in this Agreement, Consultant grants to County a non-exclusive, non-sublicensable, and non-transferable limited license to use the CommonLook Software (in object code form only) during the term of this Agreement solely to: (i) install in accordance with the Consultant documentation one copy of the CommonLook Software on one computer that County owns, leases, or controls; (ii) use and make one archival copy of the CommonLook Software solely for back-up, disaster recovery, and testing purposes, provided that County: (A) affixes to such copy, all copyright, confidentiality, and proprietary notices that appear on the original; and (B) does not allow any person to install or use any such copy, unless an installed copy of the CommonLook Software is inoperable and that County uninstalls and otherwise deletes such inoperable copy; and (iii) use and run the CommonLook Software, as properly installed in accordance with this Agreement, solely: (A) in accordance with the Documentation; (B) for County's internal business purposes; (C) on the computer on which the CommonLook Software is installed, at the physical location thereof, and not via any remote access or other network; and (D) in accordance with any additional licensing requirements applicable to County's use of the CommonLook Software as set forth herein.

County shall not and shall not allow any third party to (i) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the CommonLook Software; (iii) sell, lease, license, sublicense, copy (except as permitted above), market, or distribute the CommonLook Software; (iv) remove, obscure, or otherwise change any copyright, confidentiality, and proprietary notices or serial numbers on or relating to the CommonLook Software or (v) use the CommonLook Software for any timesharing, service bureau, subscription, rental, or similar uses without the express prior written consent of Consultant in each instance or use the CommonLook Software on behalf of any third party. County shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the CommonLook Software.

CommonLook Support & Training Resources

Support, Knowledge Base, and Additional Resources can be accessed at the Client Support Page here: <https://support.alliant.com/support/home>. Anyone, including those that do not have access to CommonLook PDF licenses, can create a login to this portal. For CommonLook PDF users, login credentials for the Support Page will be unique/different from software and training login credentials.

Training Access can be found on our Client Support Page above and login credentials for training will be unique to each user and will differ from their Software Access login. The training login can be found here: <https://training1.commonlook.com/Identity/Account/Login?ReturnUrl=%2F>

Customers Success Team: Our Customer Success team is here to support active Consultant's customers with software renewals, expanding services, support, billing, and general questions. They can be reached at Document_CSM@alliant.com

Technical Support: Our technical support team can be reached at support@allyant.com. Our support team handles software support questions for our end-user Software Suite, CommonLook. Tickets can also be submitted through the Client Support Home Page here: <https://support.allyant.com/support/home>

Live Training Calendar: All users of CommonLook are invited to join our Training Team for weekly live training events. These events are free and are held weekly. [Visit our Training Calendar](#) to review upcoming sessions.

Remediation Services Overview

Consultant's Remediation Services team is the singular largest global remediation services team and includes over 200 full-time employees, each with an average tenure of 8 years. All work is performed through Consultant's secure, proprietary workflows, and every team member completes comprehensive security training. We use our own industry-leading remediation software, **CommonLook**, to ensure all documents meet the required accessibility standards and offer a 100% guarantee on the quality of our work. Our process includes:

- Reviewing the document's structure
- Applying accurate accessibility tags to meet your chosen compliance standard (e.g., WCAG, PDF/UA)
- Performing a rigorous quality assurance (QA) review to ensure accuracy
- Providing a conformance report along with each remediated document to validate compliance

We **do not alter** document content or color contrast, preserving the original design and intent of your files. Each remediated document is validated in **CommonLook** and delivered with a **conformance report**, confirming that all tags have passed testing against the relevant accessibility requirements.

Remediation Process Steps

Define Accessibility Standards

Consultant works with County to clarify which accessibility standards should be followed for document remediation (e.g., WCAG, PDF/UA).

Set Up the County Portal

Your team decides who can submit and approve projects

Your team can review submitted projects, pending work, and download completed projects

Choose a Submission Approach

Immediate Start: Skip pricing approval—projects go straight into Consultant's work queue.

Quote First: Receive a quote within **3 business days** of submission, then approve or decline.

Remediation & Delivery Timelines

Projects follow standard or rush SLA timelines (see Delivery Timeline section for details).

Receive Final Deliverables

Documents are uploaded to the portal.

Each includes a **compliance report**.

Status in the portal changes to **"Completed."**

Files are ready for download.

Manual Remediation Services Timelines for Delivery

Standard Remediation Delivery timeline for ad-hoc projects of 1,000 pages or less is 5 business days after receiving approval from the client to proceed with the work. Rush delivery requests are accepted on a case-by-case basis but shall be delivered within 2 to 3 business days after receiving approval from the client to proceed with the work. Consultant will always clearly communicate if our capacity cannot support delivery for our standard and rush request timelines and seek approval before proceeding with submitted projects that may be delivered outside of our standard timeline. Large remediation projects of 1,000 pages or more should be coordinated ahead of time, when possible, with our Customer Success & Remediation Team. See the Support Resource section for more details.

Manual Remediation Services Pricing Overview

Below we have outlined the estimated standard costs for various document types. Please note that OCR scanning and Non-Romanized Languages costs are in addition to the Standard per page rate.

Document Type and/or Requirement	Per Page Cost
Standard per Page – Standard Delivery	\$5.00 USD
OCR Scanning	\$3 USD additional per page
Non-Romanized languages or Right-to-Left languages	\$2 USD additional per page
Fillable Forms	\$40 USD
MS Office Documents (PPT, Word, Excel)	\$25 USD
Rush Delivery	100% increase on Total

Client Remediation Portal Overview

Our team will provide access to our Client Remediation Portal so you can easily keep track of projects that are submitted, pending, and completed.

There is no cost to use the Client Remediation Portal. However, your team will designate who can submit and approve work to move forward. Any work that is approved will be billed upon completion according to the information that you provide as we set up your account in our system. To set up a Client Remediation Portal for your organization, our team needs the following information:

Billing Contact Name, Email, and Phone Number
Company Name
Company Country of Origin (Please specify currency, CAD or USD)

Company Billing Address

Access to the Client Remediation Portal is provided via email by our Customer Success & Remediation Teams. To provide your internal teams with access, we would need their name and email address. Furthermore, you will need to clearly specify who is allowed to submit or approve work orders. For support in getting access to the Client Remediation Portal, please reach out to our Document Customer Success team at Document_CSM@allyant.com. For technical support with the Client Remediation Portal, please reach out to our Remediation Services team at Remediation@allyant.com.

Alt-Text, Color Contrast, QA Testing, Conformance Reports, & Accessibility Standards for Document Remediation

Accessibility Standards for Remediation: Consultant supports remediation for all globally accepted accessibility standards to comply with regulations like the ADA, ACA, AODA, EAA, HHS, etc. Please specify which accessibility standard that you require from the standards we provide: WCAG 2.0 AA, WCAG 2.1 AA, WCAG 2.2 AA, PDF/UA, and HHS

Extensive Alt-Text: For remediation that requires subject-matter expertise to adequately describe images requiring Alt-Text descriptions, we may require the client to provide those descriptions. Our team handles simple alt-text descriptions and with written client permission or at the request of the client, may leverage Artificial Intelligence tools to deliver remediation for extensive alternative text. If your remediation requires SME alt-text descriptions, our team can provision a template so your SME can provide the appropriate alt-text descriptions

Color Contrast: Our remediation team does not adjust color-contrast for remediation. We do not want to adjust the designs of our clients' work. Preventing color contrast issues during the design process is best practice but if that is not possible, we recommend leveraging tools like [WebAim's free tool, Color Contrast Checker](#).

QA Testing: All documents remediated by our team go through a rigorous QA process and the conformance reports that we provide alongside remediated work will validate the full compliance of each document. However, many clients may want to QA test our work on their own for reassurance. We recommend leveraging a true assistive technology screen-reader such as JAWS or NVDA. Read Aloud features may not properly follow tagging structure or reading order. Furthermore, be sure that you're testing against the accessibility standard by which the documents were remediated. For example, if your documents were remediated to WCAG 2.1 AA, you may experience testing issues if you run PDF checks against a different standard, such as HHS or PDF/UA.

Conformance Reports: All documents are returned to clients with conformance reports validating the compliance of the documents to the desired accessibility standard and include user verification checks. For documents that may require color-contrast work or subject-matter-expert interpretation of alternative text for images, we may return completed remediation work that requires user-verification to meet full compliance.

Invoicing for Remediation Services

Once your remediation project has been completed and delivered, the Consultant's finance team will invoice the client based on the information provided in the Client Remediation Portal order form. Consultant can support billing against a blanket Purchase Order if needed. For large remediation project needs, our team can assist on helping you estimate for budget when pricing each individual file is not possible. Please reach out to your Customer Success team or Account Executive for support in setting up a Blanket Purchase Order. If you need flexible billing terms, please reach out to our Document Customer Success team to explore options. Consultant's billing terms are Net 30. Questions or specialized invoicing requests can be addressed to accountsreceivable@allyant.com.

Definition of Remediation Services Terms

OCR (Optical Character Recognition) Scanning - process that transforms image-based documents into machine-readable text. Aging documents, images of documents, or imbedded images of pertinent information such as graphs, tables, and lists may require OCR scanning to be remediated.

Non-Romanized or Left-to-Right Languages – Remediating these language types may require extra time, skill, or expertise. Examples of languages that fall into this category would be Farsi, Hebrew, Vietnamese, Chinese (Simplified and Traditional), Hmong, Russian, Arabic, etc.

Rush Delivery – Rush requests are accepted on a case-by-case basis based on capacity and Consultant may refuse rush requests if we are unable to meet the delivery date. Our standard rush delivery is 2-3 business days after we receive pricing approval to proceed with the rush request.

Ad-Hoc – Consultant defines “Ad-Hoc” as work that is not recurring or reoccurring. For highly templated recurring or reoccurring high-volume remediation needs, please contact our Customer Success and/or Sales team to explore how we might automate remediation for these use-cases: Sales@allyant.com

Term Length for Remediation Services

Remediation services do not require contractual commitment. However, specialized negotiated remediation rates would require a Master Services Agreement. Pricing for remediation is subject to change based on capacity, resources, volume, and labor costs. Our team will proactively communicate any pricing changes 60 days ahead of any adjustments. If your team would like to sign a Master Services Agreement to secure specialized negotiated rates for remediation, you may work with our Customer Success or Account Executive team. Please see the Support Section for more details.

Remediation Services Support Resources

Customers Success Team: Our Customer Success team is here to support active Consultant customers with software renewals, expanding services, support, billing, and general questions. They can be reached at Document_CSM@allyant.com

Remediation Services Team: Our Remediation Team cannot answer questions related to billing, client portal access, existing customer agreements, end-user software questions, general or use-case specific

document accessibility questions or any other questions related to account management. Almost all questions can be directed to our Customer Success team. Our Remediation Services team can be reached at remediation@allyant.com to field questions regarding the following:

- Alt-Text image descriptions that have been submitted as a part of a remediation project to ensure documents are properly tagged with SME (subject-matter-expert)
- Questions about the Client Remediation Portal
- Flagging edits or duplicates in submitted work that is pending for remediation
- Quality assurance questions for delivered or quoted work
- Changes to expected delivery dates, accessibility standards, or expectations on pricing or work orders that have already been submitted.

Technical Support: Our technical support team can be reached at support@allyant.com. Our support team handles software support questions for our end-user Software Suite, CommonLook.

Sales: To explore adding services, expanding existing services, acquiring end-user software for remediation (CommonLook Software Suite), automating accessibility for high-volume templated workflows, digital accessibility services, litigation support, VPAT, accessible procurement support or alternative format printing services, please reach out to our sales team: sales@allyant.com

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Pricing/Billing schedule

YEAR 1

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Annual HUB Platform Subscription: Unlimited User Seats HUB Knowledge Base Access Chrome Scanning Extension (pre- and post-production pages) Automated testing of up to 5,000 HTML pages Automated testing of up to 1,000 PDF files Weekly, Monthly, or Quarterly scheduled automated re-scans Trend-based reporting for progress tracking over time JIRA Integration	\$1,950	
Accessibility Audit – https://www.countyofnapa.org/ Manual, disabled-user Accessibility Audit Reports detailing the findings & recommended fixes Automated Testing of in-scope pages Accessibility Statement template Audit & QA	\$11,880 \$10,080 <i>One Time Fixed Cost</i>	
Accessibility Audit – Single page domains	\$5,940 \$5,040 (total cost for all single page domains)	

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Accessibility Audit – https://services.countyofnapa.org/CJNetWeb	\$1,650 \$1,400	
Accessibility Audit – https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions	\$1,650 \$1,400	
Accessibility Audit – Napa County Online Public Map	\$1,980 \$1,680	
Accessibility Audit – Parcel Lookup and Parcel Report	\$2,310 \$1,960	
Accessibility Audit – Precinct Explorer	\$2,310 \$1,960	
Accessibility Audit – Fire Status Lookup App	\$2,310 \$1,960	
Ongoing Accessibility Support - All of the domains listed in the Audit Scope Support can be used for any of the below services: Usage of Allyant “Reviewed by” badge Future new-build Design Reviews Quality Assurance via manual-user testing Integrated Allyant Help Desk Development & Design Team Support Letter(s) of Conformance Affidavit of Accessibility Activity or Expert Rebuttal Report(s), if required Live-User re-testing per Remediation Plan		\$3,150
50 licenses of CommonLookPDF (Web and Desktop Application) -12 month license including training modules per user	\$37,000	Invoiced at Net 30 Terms upon provisioning
	\$64,430 (Year 1 Total due 30 days after invoice)	\$12,600 (Year 1 Total Ongoing Support))

Pricing/Billing schedule

YEAR 2

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Annual HUB Platform Subscription: Unlimited User Seats HUB Knowledge Base Access Chrome Scanning Extension (pre- and post-production pages) Automated testing of up to 5,000 HTML pages Automated testing of up to 1,000 PDF files Weekly, Monthly, or Quarterly scheduled automated re-scans Trend-based reporting for progress tracking over time JIRA Integration	\$1,950	
Ongoing Accessibility Support - All of the domains listed in the Audit Scope) Support can be used for any of the below services: Usage of Allyant “Reviewed by” badge Future new-build Design Reviews Quality Assurance via manual-user testing Integrated Allyant Help Desk Development & Design Team Support Letter(s) of Conformance Affidavit of Accessibility Activity or Expert Rebuttal Report(s), if required Live-User re-testing per Remediation Plan		\$3,150

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
50 licenses of CommonLookPDF (Web and Desktop Application) -12 month license including training modules per user	\$37,000	Invoiced at Net 30 Terms
	\$38,950 (Year 2 Total due 30 days after invoice)	\$12,600 (Year 2 Total Ongoing Support)

Optional Renewals for years 3-5

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Renewal Annual HUB Platform Subscription	\$1,950	
Renewal Audit (based on same scope)	\$25,480	
Renewal Ongoing support (based on same scope)		\$3,150
Renewal Annual CommonLook PDF (Web and Desktop application) 12-month License including Training Modules per user	\$740	Invoiced at Net 30 upon provisioning

Optional Product and Services for years 1-5

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Optional ProcureEnsure Software Assessment Procurement reviews for third-party software renewals or purchases.	\$500/assessment	
Optional Live Virtual Training Sessions A 60–90-minute, recorded training from senior level accessibility engineers that covers key topics based on user experience level, job role and exposure to Digital Accessibility Compliance. Training Sessions - Choose From: Intro to Digital Accessibility, Developer Training, Designer Training, Accessibility Testing 101, Accessible Frameworks Pt. I, Accessible Frameworks Pt. II, 7 Steps to compliant content & social media, Accessible Customer Support Training	\$1,500 each <i>Multi-Training Discounts Available for 4 or More</i> Note: Full agendas and pricing available via your Allyant sales contact	
Optional Manual PDF Remediation Services listed below:		
Standard per Page – Standard Delivery	\$5	Invoiced at Net 30 upon delivery of completed services
OCR Scanning per additional page	\$3	Invoiced at Net 30 upon delivery of completed services
Non-Romanized languages or Right-to-Left languages per additional page	\$2	Invoiced at Net 30 upon delivery of completed services

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Fillable Forms	\$40	Invoiced at Net 30 upon delivery of completed services
MS Office Documents (PPT, Word, Excel)	\$25	Invoiced at Net 30 upon delivery of completed services
Rush Delivery 100% increase on Total		Invoiced at Net 30 upon delivery of completed services

Proposed Timeline

Consultant will begin as soon as possible after receiving signed Napa County Agreement 260063B and payment for the first invoice. The proposed project dates are below. Dates are subject to change based on delivery of executed documents, payment, Client environment readiness, required credentials and other related factors.

Our experience has shown your team's engagement is a major factor in finalizing the Proposed Timeline and for the overall success of the project. In addition, Consultant has identified Key Success Factors to help ensure your success. Consultant will review these with your team during the Project Kick-Off Meeting and throughout the project.

Process Steps	Project Start Date	Project End Date
Napa County Agreement 260063B	Upon signature by both parties	
Access to Allyant Reviewed by Badge	Upon signature by both parties	
Project Kick-Off Meeting	1-2 weeks following signature	
Accessibility Audit Refer to Audit Scope	To be determined following project kickoff	
HUB Toolkit Subscription and Ongoing Accessibility Support	Upon signature by both parties	2 years from contract signature

Assumptions

1. Ongoing Support Hours purchased separately of this SOW or via Time & Materials invoicing will be billed at \$225/hour

If additional Ongoing Support hours are needed, your Consultant CSM will collaborate with you on a Change Order (CO). If a client does not execute a CO, additional hours will be billed at a rate of \$225/hour

Out-of-Scope

All of the following are out-of-scope services:

1. Travel, lodging and per diem costs affiliated with this project
2. Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
3. Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.

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.