

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
AGREEYA SOLUTIONS, INC.  
FOR FISCAL YEAR 2021-2022**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and AgreeYa Solutions, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Information Technology, desires to retain a qualified professional organization to provide consulting services that are designed to assist COUNTY with the development of a Microsoft Office 365 feature implementation plan; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Information Technology Director, or a designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2022, unless sooner terminated or extended as provided herein.

3. TERMINATION:

A. Termination for Cause. Either party may terminate this Agreement, upon five (5) days' advance written notice, if the other party fails to comply with the terms or conditions set forth herein, or violates any local, state or federal laws, regulations, policies, procedures, standards or guidelines applicable to its performance hereunder, and such default continues un-remedied for a period of thirty (30) days following written notice thereof.

B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is

reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Nineteen Thousand Seven Hundred Dollars (\$119,000.00). CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement within thirty (30) days after the end of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days after the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office – Information Technology  
Attention: Jim Storm, Information Technology Director  
839 Fourth Street  
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the

respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office – Information Technology  
Attention: Jim Storm, Information Technology Director  
839 Fourth Street  
Eureka, California 95501

CONTRACTOR: AgreeYa Solutions, Inc.  
Attention: Ajay Kaul, Managing Partner  
605 Coolidge Drive, Suite 200  
Folsom, California 95630

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is

nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time by providing reasonable notice, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or

standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
  2. CONTRACTOR's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such coverage shall include all owned and non-owned vehicles and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars

(\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
  4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
  5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements

shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: AgreeYa Solutions, Inc.  
Attention: Ajay Kaul, Managing Partner  
605 Coolidge Drive, Suite # 200  
Folsom, California 95630

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and



any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

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

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach 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. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

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25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section A – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**


- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**AGREEYA SOLUTIONS, INC.:**

By:   
Name: Ajay Kaul

Date: 07/19/2021

Title: Managing Partner

By:   
Name: Sanjay Khosla

Date: 07/19/2021


Title: Vice President

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Virginia Bass, Chair  
Humboldt County Board of Supervisors

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 08-12-2021

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form

**EXHIBIT A**  
**SCOPE OF SERVICES**  
AgreeYa Solutions, Inc.  
For Fiscal Year 2021-2022

**1. SERVICES:**

- **Research and Data Analysis.** Conduct research and data analysis necessary to develop a comprehensive Microsoft Office 365 feature implementation plan.
  - It will include the following:
    - Conduct workshops with up to seven (7) departments to review and document (As-Is) the existing knowledge management systems and business processes.
    - Identify stakeholders, current and potential partnerships, synergies and collaborations; and identifying and defining any and all applicable data compliance requirements
  - **Review Business Information Material.** Review COUNTY's existing document, governing instrument, plan, management frameworks, administrative instructions, operations manual, administrative Instructions and other legal instruments, Independent Evaluation Unit's relevant studies and reports, and various guidelines to understand the implications of these documents on knowledge management.
  - **Review and Analyze knowledge Management Gaps.** Analyze current status and environment of knowledge management; the governance, content management, knowledge management processes, systems, tools, repository or databases, staff's level of awareness and utilization of knowledge management, and other relevant processes. The outcome of this task would be a Gap Analysis Report that clearly assess current internal and external practices and gaps between what is desired against what is currently in place, together with the recommendation to close the gaps identified.
- **Implementation Goals, Strategies and Activities.** Collaborate with COUNTY staff, and other stakeholders, to identify and define appropriate goals, strategies and activities regarding implementation of specific Microsoft Office 365 features.
  - It will include the following:
    - Conduct Art-Of-Possible Demos & Workshops for demonstrating the possibilities with Office 365;
    - Refining, articulating and confirming the implementation objectives and priorities; and
    - Identifying business process alignment with specific Microsoft Office 365 features.
  - **Analyze Core Stakeholder Requirements.** Conduct business requirements analysis workshops and related activities to clearly map and specify business requirements for all the core stakeholders. This should include stakeholder mapping. This requirement analysis should include clarification of needs for new knowledge content and for functional features to access, use, post, store, and accumulate them with ease and accessibility. To properly assess and measure knowledge management, and identify comprehensive ideas and requirements,

CONTRACTOR would observe the process as well as conduct surveys and interviews with relevant stakeholders to arrive at clear identification of issues, problems, lack of solutions, incapable processes, etc.

- **Conduct Strategy Workshops.** In order to obtain and develop creative ideas beyond requirements and needs, conduct workshop with core stakeholders and any parties deemed helpful to inspire and trigger thinking and to discover opportunities for transformative changes toward becoming an intelligent learning organization.
- **Implementation Schedule.** Collaborate with COUNTY staff, and other stakeholders, to develop an implementation schedule which includes appropriate timelines, milestones and deadlines associated with implementation of specific Microsoft Office 365 features.
- **Implementation Budget.** Collaborate with COUNTY staff, and other stakeholders, to develop an implementation budget which includes, anticipated costs associated with, and additional resources needed for, implementation of specific Microsoft Office 365 features.
- **Comprehensive Implementation Plan.** Develop a comprehensive Microsoft Office 365 feature implementation plan which includes the implementation goals, strategies, activities, schedule and budget. On a broad level the implementation plan will cover the following items, although the exact items to be included in the plan will be finalized after further discussion with COUNTY staff. In addition to the implementation plan, a configuration checklist / runbook can be provided for documenting Microsoft Office 365 configuration best practices.
- **Summary Implementation Plan.** Develop a summary of the comprehensive implementation plan that can be consumed by executive staff. This summary will include a high level set of goals, activities, and budget for implementing Microsoft Office 365 feature.
- **Project Management and Coordination.** CONTRACTOR will assign a project manager for this project. The designated project manager will maintain timely and regular communication with COUNTY staff throughout the term of this engagement in order to plan, and organize information pertaining to the project, participating in regular planning and coordination meetings.

2. **SCHEDULE:**

Weeks	1	2	3	4	5	6	7	8	9	10	11	12
<b>Task Details</b>												
Project Management and Planning	Ongoing throughout the duration of this project											
Research and Data Analysis		x					x					
Implementation Goals, Strategies and Activities												
Schedule and Budget development												
Comprehensive and Summary Implementation Plan												

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### 3. **DELIVERABLES:**

- **Implementation Schedule.** Collaborate with COUNTY staff, and other stakeholders, to develop an implementation schedule which includes appropriate timelines, milestones and deadlines associated with implementation of specific Microsoft Office 365 features.
- **Implementation Budget.** Collaborate with COUNTY staff, and other stakeholders, to develop an implementation budget which includes, anticipated costs associated with, and additional resources needed for, implementation of specific Microsoft Office 365 features.
- **Comprehensive Implementation Plan.** Develop a comprehensive Microsoft Office 365 feature implementation plan which includes the implementation goals, strategies, activities, schedule and budget. On a broad level the implementation plan will cover the following items, although the exact items to be included in the plan will be finalized after further discussion with COUNTY staff.
  - **Knowledge Management System Requirements Specifications.** This will include a comprehensive architecture and advise on the integration, apps, portals, taxonomy, searching, connectivity, and administered pages, along with other matters:
    - It will also include specifications of the system, its features, functionalities, and components; Recommendations for integration and interoperation with other business solutions and systems.
  - **Knowledge Management System Implementation and Sustainability Manual.** Guidance document that includes, without limitation:
    - Roles and responsibilities and timeline of implementation; Human and financial Resources needed for the execution of the knowledge management system; Guidance on implementation and testing of technical system components.
    - Guidance on how to sustain and ensure the adoption and utilization of the knowledge management system with regards to the **four Building Blocks**, including:
      - Change Management Plan;
      - Incentive programs and mechanisms for knowledge management utilization;
      - Quality Management Plan; Problem Management Plan;
      - Solution/Technology Adoption Plan
- **Summary Implementation Plan.** Develop a summary Microsoft Office 365 feature implementation plan which includes the implementation goals, strategies, activities, schedule and budget. On a broad level the implementation plan will cover the following items, although the exact items to be included in the plan will be finalized after further discussion with COUNTY.

### 4. **ACCEPTANCE CRITERIA:**

Within five (5) days following initial delivery to COUNTY, COUNTY shall either: (i) accept the Deliverables in writing; or, (ii) reject the Deliverables and provide CONTRACTOR with the list of issues. Failure by COUNTY to provide the rejection and list of issues within the five (5) day period



provided herein shall be deemed to be acceptance by COUNTY of the Deliverables. CONTRACTOR will correct any issues and redeliver the affected Deliverables to COUNTY within thirty (30) days following receipt of the list of issues. COUNTY shall, within five (5) days following such redelivery, retest and accept or reject the redelivered Deliverables. Failure by COUNTY to provide a statement of either acceptance or list of issues within five (5) days following redelivery of the Deliverables shall be deemed to be acceptance by COUNTY of the Deliverables.

<b>Deliverable</b>	<b>Description</b>	<b>Format</b>
<b>Implementation Schedule</b>	Implementation schedule which includes appropriate timelines, milestones and deadlines associated with implementation of specific Microsoft Office 365 features	<b>MS Project / MS Excel</b>
<b>Implementation Budget</b>	Implementation budget which includes, anticipated costs associated with, and additional resources needed for, implementation of specific Microsoft Office 365 features	<b>MS Excel</b>
<b>Comprehensive Implementation Plan</b>	Implementation plan which includes the implementation goals, strategies, activities, schedule and budget. Based on COUNTY's need it may also cover the others items such as: Knowledge Management System Requirements Specifications Knowledge Management System Implementation and Sustainability Manual	<b>MS Word</b>
<b>Summary Implementation Plan</b>	A summary plan of the Comprehensive Implementation Plan that will allow executives to gain an understanding of the scope of the project.	<b>MS Word / PowerPoint</b>

**5. REPORTING REQUIREMENTS:**

- **Project Reporting.** The following reporting and metrics will be used to identify potential issues and delinquencies, as well as provide the necessary inputs to determine what preventive and/or corrective actions are needed to address them.
- **Weekly Project Meeting.** CONTRACTOR will schedule and attend weekly project status meetings with COUNTY's Project Manager that follows a mutually agreed-upon agenda. The weekly project meeting is comprised of, but not limited to, the following:
  - Review and approval of previous meeting minutes;
  - Work status, issues, and resolutions;
  - Accomplishments;
  - Outstanding action items and resolutions;
  - Any escalations requiring COUNTY decisions; and
  - Planned activities for the next reporting period.

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- **Project Status Reporting.** CONTRACTOR will provide regular written status reports, with the frequency determined during the project kickoff, to COUNTY's Project Manager detailing the project status and future activities. The status report will include the following information:
  - Summary of the work completed during the reporting period;
  - Summary of the work planned for the next reporting period;
  - Status of the overall project, and all phases/tasks, including discussion regarding problems; encountered, solutions, and proposed solutions; and
  - List and description of issues encountered during the reporting period.

The status report serves to document and quantify progress throughout the project, creating a foundation to make more informed decisions. Status reporting ensures a consistent flow of information and is an additional mechanism to align the project team and COUNTY staff.

*Note: The reports will be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.*

**6. PLACE OF PERFORMANCE:**

The services will be performed remotely, however some discovery / workshops sessions and summary presentations can be done onsite for up to one (1) visit. Onsite meetings will be agreed upon by COUNTY and CONTRACTOR prior to travel.

**7. COUNTY RESPONSIBILITIES:**

- COUNTY to facilitate the meetings with relevant key stakeholders, as and when required.
- COUNTY will provide remote access to their existing environment and its infrastructure.
- COUNTY's Project Manager will be available, per the agreed project schedule for discussions, issue resolution, reviews/approvals and providing feedback.
- Any standard guidelines to be provided by COUNTY should be shared at the start of the project.
- COUNTY will review and approve deliverables as per the agreed-upon project plan.

**8. RESTRICTIONS:**

CONTRACTOR has considered the following restrictions while preparing this Scope:

- No Configuration / Implementation will be performed as part of this project.
- Workshops and any discovery or requirements gathering sessions will be limited to the identified seven (7) departments.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
 AgreeYa Solutions, Inc.  
 For Fiscal Year 2021-2022

COUNTY shall compensate CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

Payment Milestone	Services	Amount
Project initiation	<ul style="list-style-type: none"> <li>• Project management</li> <li>• Kickoff and initial project planning</li> </ul>	\$8,700.00
Completion of first Month	<ul style="list-style-type: none"> <li>• Project management</li> <li>• Meetings to understand business process and knowledge management</li> <li>• Data compliance and validation</li> <li>• Documentation of As-Is</li> </ul>	\$38,000.00
Completion of Second Month	<ul style="list-style-type: none"> <li>• Project management</li> <li>• Completion of Art of possible demos (strategy workshops)</li> <li>• Articulate, Refine and Confirm Implementation Objectives</li> <li>• Completion of the Gap Analysis Report</li> </ul>	\$38,000.00
Completion of project	<ul style="list-style-type: none"> <li>• Project management</li> <li>• Development of the Implementation Schedule</li> <li>• Development of the implementation budget</li> <li>• Development of the implementation plans</li> </ul>	\$35,000.00
<b>Total</b>		<b>\$119,700.00</b>

**EXHIBIT C  
SAMPLE INVOICE FORM**

AgreeYa Solutions, Inc.  
For Fiscal Year 2021-2022

*(Place on agency letter head)*

**INVOICE**

**Contractor Name**  
**Contract Reference**  
**Contractor Street Address**  
**City, State, Zip Code**

**Invoice Date**  
**Invoice Period**  
**Invoice Number**

**Contact Name**  
**Contact Phone Number**

<b>Date of Service</b>	<b>Quantity</b>	<b>Description of Service</b>	<b>Rate</b>	<b>Total</b>
<b>Total Invoiced Amount</b>				