

Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the 1st day of January, 2020 ("Effective Date") jointly by and between The County of Solano, California ("CLIENT"), and Avenu Insights & Analytics, LLC, a Delaware limited liability company ("CONSULTANT"), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CLIENT shall furnish at its own expense all materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of two years following the date of execution, and automatically renew for three (3) subsequent one-year terms, if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to CONSULTANT' fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:

Solano County California
Attn: Tim Flanagan, CIO
675 Texas Street, Suite 3700
Fairfield, California 94535
Phone: (707) 784-2703
Email: tpflanagan@solanocounty.com

If to CONSULTANT:

Avenu Insights & Analytics, LLC
Attn: Contracts Department
5860 Trinity Parkway, Suite 120
Centreville, VA 20191
Phone:
Email: contracts@avenuinsights.com

6. **Representative or designees:** CONSULTANT's Primary Representative/Program Manager shall be:

Jeff Green, Program Manager

Phone: /Email: (707) 784-2891/ jeff.green@avenuinsights.com

For the convenience of the CLIENT, a list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CLIENT's exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between CONSULTANT and the CLIENT and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.
9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial

general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.

10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government,

weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. **Counterparts:** This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. **Implementation:** Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[Signatures on following page]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CLIENT"

Solano County California

By: _____

Name: _____

Title: _____

"CONSULTANT"

Avenu Insights & Analytics, LLC

a Delaware limited liability company

By: Dave Maxfield

Dave Maxfield
CIO/CTO

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

DW

Name: DANIEL WALK

Title: DEP. COUNTY COUNSEL

EXHIBIT A – SCOPE OF WORK

Avenu Insights & Analytics will provide Project Management duties associated with the replacement of the legacy Solano County Integrated Property System (SCIPS). This Project Manager (PM) will act as the central point of contact between CLIENT stakeholders and the implementation vendor. The services to be provided are as follows:

- Manages stakeholder relationships
- Engage with business stakeholders to understand their vision/strategy and drive the teams to solutions that meet established standards and meet the needs of the CLIENT.
- Contribute to the definition of strategy to achieve the sponsors' vision of an endstate transformation.
- Coordinate Quarterly Business/ Project Review (or as required) with senior and executive stakeholder management.
- Providing reliable financial forecasts to Management that describe costs attributable to the overall effort and costs attributable to the secured project budget.
- Forecast for the Executive Steering Committee any additional funding or staffing needs with a minimum of six (6) months lead time.
- Ensure projects are delivered within expected and agreed to timeline and level quality as agreed to with business stakeholders
- Provide input to CLIENT Management in the definition of service levels; work with service providers to achieve agreed upon service levels.
- Facilitate, document, support all activities of the Executive Steering Committee overseeing the replacement project
- Publish regular status reports to stakeholder audiences at the direction of CLIENT Management with messages tailored to fit the audience
- Forecast project impacts to timing and deliverables due to staffing changes related to the ongoing support of the SCIPS system
- Work with vendor to fully document final solution(s) and capture intellectual property necessary for successful ongoing support of the replacement system
- Create & Manage project plans including timelines
- Define project schedules, allocate resources and monitor progress
- Align project objectives with CLIENT goals, and ensure the project team is clear on objectives ongoing
- Allocate project resources
- Track deliverables
- Support and direct team
- Monitor and report on progress and/or risks
- Implement and manage change when necessary to meet project deliverables
- Highlight and report on risk/new facts that jeopardize committed timelines and deliverables

EXHIBIT B – COMPENSATION

Avenu Provided Staff				01/2020 - 06/2020	'07/2020 - 06/2021	'07/2021 - 06/2022	'07/2022 - 06/2023	'07/2023 - 06/2024	'07/2024 - 12/2024
Resource Category	Unit of Measure	Baseline Quantity	Hourly Unit Cost	Hourly Unit Cost	Hourly Unit Cost	Hourly Unit Cost	Hourly Unit Cost	Hourly Unit Cost	Hourly Unit Cost
Solano County Integrated Property System									
Project Manager	Hourly	1	\$ 122.50	\$ 122.50	\$ 127.40	\$ 132.50	\$ 137.80	\$ 143.31	\$ 149.04
Solano County Integrated Property System Fees			Hourly	\$ 122.50	\$ 127.40	\$ 132.50	\$ 137.80	\$ 143.31	\$ 149.04

*Years 1 - 5 is an estimate based on a 4% increase on July 01 of each year

Amount for year period 01/01/2020 – 6/30/2020 not to exceed \$127,400

Amount for year period 07/01/2020 – 6/30/2021 not to exceed \$264,992

Amount for year period 07/01/2021 – 6/30/2022 not to exceed \$275,600

Amount for year period 07/01/2022 – 6/30/2023 not to exceed \$286,624

Amount for year period 07/01/2023 – 6/30/2024 not to exceed \$298,085

Amount for year period 07/01/2024 – 12/31/2024 not to exceed \$155,002