



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

SEP Technology Consulting, LLC.

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is: September 24, 2019 – June 30, 2020

3. The maximum amount of this Contract is:

\$238,820


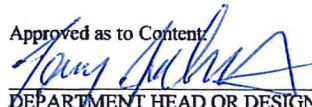
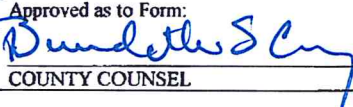
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on September 24, 2019.

CONTRACTOR	COUNTY OF SOLANO
SEP Technology Consulting, LLC.	Bill Emlen
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Director of Resource Management
SIGNATURE	TITLE
KEYUR MAJUMDAR, MANAGING PARTNER	675 Texas Street, Suite 5500
PRINTED NAME AND TITLE	ADDRESS
85 Broad Street, 17 th floor	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
New York New York 10004	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Provide the services, work, responsibilities and deliverables assigned to the Contractor as described in the September 10, 2019, Version 2.0, Statement of Work, Solano County, California, Implementation of Environmental Health Civic Application (SOW), which is included as Attachment A and incorporated by reference.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

Expectations and responsibilities assigned to the County as described in the SOW.

Statement of Work

Solano County, California Implementation of Environmental Health Civic Application

September 10, 2019
Version 2.0

SEP Technology Consulting, LLC.
85 Broad St., 17th floor
New York, NY 10004
Phone: 212-634-9221
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Document Control

Date	Author	Version	Change Reference
August 18, 2019	Richard Ladd	1.0	Statement of Work
September 10, 2019	Richard Ladd	2.0	Revised Statement of Work

Overview

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. This proposed implementation by SEP Technology Consulting (“SEPTech”) of the Accela products is designed specifically to meet the requirements and budget defined by Solano County, CA (“Agency”). SEPTech is proposing to utilize the Accela Environmental Health Civic Application Configuration Implementation Methodology, to promote a successful project that will meet the Agency’s objectives. The following Statement of Work will detail how SEPTech will implement the software, including the major milestones and deliverables that will ensure your success.

SEPTech is committed to providing a superior solution and deployment of the Civic Platform, for the current and future needs of Agency. SEPTech will work with Agency staff to maximize the impact of Accela’s portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Civic Platform software in the Civic Cloud and meet its functionality, timing and cost requirements.

This Statement of Work (“SOW”) sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by SEPTech to Agency.

Services Description

PURPOSE

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Civic Platform for the Agency, specifically Citizen Access and Civic Platform. Agency wishes to implement the Accela Civic Platform to manage their Environmental Health programs. SEPTech will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

PROJECT TIMELINE

The term of this project is 26 – 42 weeks.

	Deliverable
Initiation	Project Kick-off
	Accela Civic Platform Setup – (Accela Cloud)
Solution Foundation	Business/Gap Analysis for the configuration of the below Health Programs: <ul style="list-style-type: none"> ▪ Body Art ▪ Drinking Water (State Small) ▪ Retail Food ▪ CUPA / Hazmat (hazardous materials, hazardous waste) also to include UST,AST,CalARP (P1-P3) and Program 4- Refinery inspections ▪ Institutions (Jails) ▪ Land (Septic (O&M, Pumpers), Water Well) ▪ Recreational (pools, spas, water parks, water bodies) ▪ Housing (apartments, hotels/motels, shelters; housing complaints) ▪ Biosolids ▪ Childhood Lead Poisoning Prevention ▪ Mud disposal (solid waste) ▪ Injection wells ▪ Montezuma Wetland ▪ Fairfield-Suisun Water District Contract for Storm Water ▪ Waste Tire Enforcement Program ▪ Confined Animal Feeding
	Accela Citizen Access Standard Setup
Build	Business Rules Automation: The Accela Environmental Health Civic Application contain configuration automation and scripts limiting the need for custom business rules automation. As needed SEPTech will provide additional functionality for basic validation and automation scripts surrounding workflow and inspection for total of up to 10 additional scripts.
	Accela Standard Address Property Owner (APO) Load
	Accela basic GIS Set up
	Reports: Total of 10 custom reports. Additional custom reports can be added at 16 - 48 hours per report.
	Accela Mobile Office Set-up
	Interfaces <ul style="list-style-type: none"> • Online payments utilizing one of the standard Accela approved payment processors. • Basic GIS integration • CERS integration
Readiness	Data Migration / Conversion: Data conversion from SWEEPS system. Agency to provide the data in the specified data format provided by SEPTech.
	Training (See Training Section for details)
Deploy	User Configuration Review (UAT): Max of 3 Rounds of 5 day UAT.
	Go Live Support: 5 days (Onsite)
Production Support	3 weeks (15 business days) of remote post go-live production support

It is expected that the Agency will provide some Level of Effort (LOE) in the implementation of the Accela Civic Platform in order to control costs and reduce the delivery timeframe. The LOE provided by Agency is defined in the Assumptions below.

Any delays (e.g. change in staff availability and or engagement, change in requirements, missed deadlines) in the Project Timeline which by mutual agreement were created by the Agency will result in an increase in the duration of the project and will require a Change Order for the additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Upon execution of this SOW, the parties will confirm the proposed start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. SEPTech will use the baseline project schedule to plan and schedule resource availability to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, SEPTech will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

PROJECT SCOPE

The following Agency departments comprise the organizational scope of the project:

- Environmental Health

The following Accela products are in scope for this project:

- Environmental Health module
- Accela Mobile
- Accela Citizen Access
- Accela GIS

The basis for the Agency configuration will be the Accela Environmental Health Civic Solution configuration (as completed as of the signing of this SOW), with only minor changes. Key areas of difference will be:

- It is anticipated that The Agency will not implement all Environmental Health Civic Application record types at this time.
- The Agency branding in Accela Citizen Access and on Reports/Forms/Letters. Not all Environmental Health Civic Application reports will be implemented.
- Interfaces
- HACCP Plan Review

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and SEPTech, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** – It is critical that Agency personnel participate in the deployment of the Accela Civic Platform in order for SEPTech to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by SEPTech, the Agency assumes all day-to-day operations of the system outside of the software support and maintenance provided by Accela. Generally, Accela's software support and maintenance does not cover any manipulation of implemented custom configurations,

scripts, reports, interfaces and adaptors. Please familiarize yourself with Accela's Support and Maintenance Terms and Conditions for more information on post-implementation support.

- **Dedicated Agency Participation** – We fully understand that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. SEPTech will communicate insufficient participation of Agency resources to the project sponsor with real and potential impacts to the project timeline and costs.
- **Delivery of Needed Information and Documentation** – In order to ensure success and meet the timelines and costs described, it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information in a timely, accurate and complete manner can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.
- **Implementation Methodology** – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

PROJECT ASSUMPTIONS

General Project Assumptions

- Scope is based on information provided to date as included in this SOW.
- Agency and SEPTech will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope or responsibilities, requested by the Agency may require a Change Order to reimburse SEPTech for the additional costs associated with the change.
- Deliverables not specifically described in this document are the not the responsibility of SEPTech and cannot be included in the project schedule without the approval of the SEPTech project manager. If additional deliverables or tasks are added and approved, these changes may trigger a change order and associated increase in costs.
- Project Schedule assumes timely completion of tasks assigned to Agency and timely Agency response to SEPTech questions and requests for information, availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (expected delivery dates are as implied by the mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- With the exception of onsite visits identified in this SOW or as identified in subsequent applicable change orders, all work conducted by SEPTech will be performed remotely. Agency is responsible to provision and support required access and any required hardware.
- SEPTech will implement the known Solution Foundation that exist, at the time of the contract signing, in the current Accela Environmental Health Civic Application. Should a new version become available during the project implementation, the Agency can request the enhanced features, but it may require a Change Order to reimburse SEPTech for the additional costs associated with such changes.
- Agency will provide technical assistance for access through the Agency network firewall(s) if required to use Accela Automation with Accela GIS or any interfaces implemented by the SEPTech team.

- Agency will provide fee schedules that are complete and current for all departments.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications on a timely basis to facilitate anticipated go-live.
- Agency is responsible to ensure agency participants have adequate hardware/software to successfully participate in online training (i.e. video and audio streaming).
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.

Record Types

- Body Art
- Drinking Water (State Small)
- Retail Food
- CUPA / Hazmat (hazardous materials, hazardous waste) also to include UST,AST,CalARP (P1-P3) and Program 4- Refinery inspections
- Institutions (Jails)
- Land (Septic (O&M, Pumpers), Water Well)
- Recreational (pools, spas, water parks, water bodies)
- Housing (apartments, hotels/motels, shelters; housing complaints)
- Biosolids
- Childhood Lead Poisoning Prevention
- Mud disposal (solid waste)
- Injection wells
- Montezuma Wetland
- Fairfield-Suisun Water District Contract for Storm Water
- Waste Tire Enforcement Program
- Confined Animal Feeding

Project Management

- SEPTech will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the tasks that need to be completed during the upcoming week, the resources needed to complete the tasks, an updated version of the project plan when necessary, and to the extent known any issues that may be placing the project at risk (i.e., issues that may delay the project or jeopardize production dates). Should any tasks slip behind schedule ten (10) business days, SEPTech will escalate with Agency Project Sponsors.
- Where deliverable materials are required, deliverables will be documented in SEPTech based templates using the SEPTech methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
- Agency is responsible for conducting all promotion, communication and training activities for the new system with their Residents, Business Community, Contractors, other Agency departments, and all other Constituents.
- “Go-Live” is defined as the state when Accela software is up and running in production. When the Agency moves to production, i.e. “Goes Live” it is deemed to have accepted the product and shall comply with any payment obligation for “Move to Production”, “Go-Live” and/or “Acceptance”.

There may be post Go-Live issues that are being supported during this time; however, any financial obligations the Agency may have to SEPTech based on “Go-Live”, commence on the date the software is available in production.

- For Deliverable based payment agreements each Deliverable will be deemed accepted based on the Acceptance Criteria for that Deliverable. Upon completion of each Deliverable, SEPTech will provide the Agency with a Deliverable Acceptance Form to formally accept completion of that piece of scope. It is preferable that the Deliverable Acceptance Form be authorized for each Deliverable, however, it is not necessary. Invoicing and related payments will be based on the fulfilling of Acceptance Criteria and completion of the Acceptance Review Period defined for each Deliverable.

Data Conversion

- **“As-Is” Approach:** Conversion of transactional tables and Address/Parcel/Owner (APO) data, is executed “As-is” into Accela Civic Platform. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data, which means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform “As-Is”. All data cleanup must occur prior to execution into Accela Civic Platform.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela’s conversion tools and methodologies. Accela tools consist of the Accela data mapping tool and the Accela conversion tool.
- **Acceptable Data Formats for Historical Conversion:** It is expected that the Conversion Source Data be provided in a database format that is currently supported by Accela Civic Platform Application product.

Interfaces

- With the exception of Online Payments and Basic GIS integration, SEPTech assumes no additional interface activities are required for the completion of this Statement of Work.
- CERS interface will be used as available out of the box functionality. No SEPTech effort scoped for this functionality.
 - If customization is required to the CERS integration to meet regulations, the work will be done by the Accela Product team as a product enhancement.

HACCP Plan Review

- HACCP plan review will not be developed utilizing a graphical representation of the plan steps. These steps will be represented utilizing a table that will be used to list out the plan steps and their attributes in the order in which they are expected to occur.

Reporting

- In addition to the standard/canned reports available in the Accela Environmental Health Civic Application, SEPTech will develop a total of 10 custom reports. Additional custom reports can be added at 16 - 48 hours/report.
- When requested by the Agency, SEPTech will review and price the development of additional reports based on requirements provided by the agency.

User Acceptance Testing

- Agency is responsible for all User Acceptance Testing activities.
- Agency is responsible for performing User Acceptance Testing, on a timely basis.

-
- User testing must be completed within the time frames detailed in the project timeline. Any delays could lead to a change order and a corresponding increase in costs to the Agency.

Go Live and Go Live Support

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.

Cost Schedule

SEPTech will perform the Services on an fixed price payment basis (with limits and assumptions as described in this SOW). SEPTech's total price to perform the Services is \$224,420 exclusive of taxes and travel expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the project, a Change Order may be required for project continuation.

Initial payment will be invoiced upon signing of this SOW. For all other deliverables, Invoices will be sent as soon as Deliverable Acceptance Form is signed by the Agency.

For any Time and Materials or limited hours/effort related work, SEPTech will not exceed the total estimate amount without the prior approval of Customer. SEPTech may refuse to work additional hours until an executed Change Order for the additional hours is accepted.

Payment Deliverables

Payment Deliverable	Phase	Implementation	SOW Cost	
#1: Due upon Contract Signing	Initiation	Project Initiation	\$2,240	6 hours per week (status report, 30 min. status meeting, X sprint planning) for up to 26 weeks. Remainder 61 hours for overflow from sprint zero and implementation week. Accela will stand up the environments per SaaS agreement at no cost basis. Effort for environment shakeout.
		Project Management	\$30,380	
		Installation and Setup (3 Environments): Accela Automation, Citizen Access, AGIS & AMO	\$2,520	
#2	Analysis	Gap Analysis	\$11,200	
		Gap analysis document + Solution Foundation Document (Config Doc from Accela) + Business Rules Automation Solutions (Scripting) Document	\$5,600	
#3	Solutions Foundation	Solution Foundation (Gap updates to base record types)	\$11,200	Solutions Foundation Chages are limited to: * SEPTech will provide up to Forty (40) distinct updates to the existing workflow processes and up to Forty (40) distinct updates to the existing inspections configured in the deployed Best Practice solutions. * The Agency can request up to sixty (60) new fee items configured during the project implementation. We will configure unique fee items using standard fee formulas provided in the Civic Platform, which include flat fees, fees based on a specific range and using fee indicators. * The Agency can request up to one hundred (100) new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business processes. * SEPTech will configure up to Six (6) new service record types, not already represented in the Best Practice Documents. SEPTech will use the existing, preconfigured record components (i.e. workflow process, inspection groups, record status result, fee schedule, document status). * SEPTech will provide up to twenty (20) distinct updates to the existing user group permissions configured in the deployed Best Practice Documents * The Agency can request up to ten (10) new user group permissions created, by copying or cloning an existing, defined user group deployed from the Best Practice Solution with up to ten (10) distinct updates per new
		Accela Citizen Access (ACA)	\$11,200	
		#4	Build	Business Rules Automation
#5	Accela GIS Integration to Agency GIS	\$5,600		Install and configure Accela GIS to link and leverage existing Agency GIS information (must be ESRI, ArcGIS, or Bing Maps), including assistance with establishing the map service to be used in conjunction with Accela GIS. ➤ 2 Proximity Alerts ➤ 2 Dynamic Themes ➤ 2 Attribute Mapping
	XAPO Integration	\$6,300		
	CERS Integration	\$0		Validation of existing CERS integration. Inclusive of issue resolution.
#6	Payment Processor Integration	\$18,900		Integration into custom external payment processor (FIS) utilizing custom adapter developed by Agency for their Accela Land Management self-hosted solution. Limited to 120 hours.
	Accela Mobile Office / Inspector	\$2,240		SEPTech will instruct Agency on setup on one mobile device. Agency will be responsible for the setup of all additional mobile devices.
#7	Data Conversion	\$22,400		SWEEPS Conversion. Limited to: 160 hours. 2 mock runs, 1 final (go-live) run.
#7a: Optional	Optional: Data Conversion of Inspection Data	\$16,800		SWEEPS Inspection Results Conversion. Limited to: 120 hours. 2 mock runs, 1 final (go-live) run.
#9	Custom Integration	\$0		Integration requires/LOE to be discovered/determined
#10	Reports	\$9,800		In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify a maximum of 4 reports (Permit, Inspection, Daily Time and Activity, and Invoice). Environmental Health Civic application has over 100 additional reports included out of the box that can be modified by the Agency or by SEPTech on a Time and Materials cost basis or via fixed price change order. Cost to be determined but expected to be nominal based on limiting changes to reports functionality.
#11	Readiness	User Acceptance Testing	\$11,200	Maximum of 3 weeks of UAT support (Agency to perform testing). 1 week full time onsite. 2 weeks 1/2 time remote (20 hrs. per week).
#12		Training		
		Civic Platform Core Team		
		All Users (Admin and Daily Users)	\$3,920	• Civic Platform Core Team Training – up to 2.5 days, 15 max attendees.
		Civic Platform Admin Usage	\$3,920	• Civic Platform Admin Usage – up to 2.5 days, 10 max attendees.
		Admin Users		• Accela Citizen Access – up to 1 day, 12 max attendees.
		Citizen Access	\$1,680	• Accela Mobile – 2 sessions up to 4 hours each session, 12 max attendees per session.
		Accela Mobile	\$1,680	• Ad-Hoc Reporting – up to 4 hours, 7 max attendees.
	Ad hoc Reporting	\$1,120	• Train the Trainer – up to 4 days, 7 max attendees.	
	Train the Trainer	\$5,600		
#13	Deploy	Go live Support	\$9,800	1 week of go-live readiness support
		Production Support	\$11,200	2 weeks of remote post go-live production support
			\$224,420	Services Total inclusive of optional services
		Travel Cost	Expenses to be invoiced as incurred.	6 One week Trips: As incurred to cover expenses (Analysis Sessions: 2 FTE x 1 week, UAT Support: 1 FTE x 1 week, Training: 1 FTE x 2 weeks, Go-live Readiness: 1 FTE x 1 week)
		Total Cost	\$224,420	Total SOW Costs

Travel Expenses

Expenses for this project would be billed as actuals incurred. The estimated budget for this project would be \$14,400 in addition to the services budget. 6 One-week Trips: As incurred to cover expenses (Analysis Sessions: 2 FTE x 1 week, UAT Support: 1 FTE x 1 week, Training: 1 FTE x 2 weeks, Go-live Readiness: 1 FTE x 1 week)

If needed, additional onsite trips may be discussed and mutually agreed after the project start.

Additional Services

If additional services are required by Agency, SEP Tech will provide an estimate on the number of hours required to complete a task. If the estimate is found to be acceptable, the timeline will be mutually agreed upon by both SEPTech and The Agency. SEP Tech will bill the Agency for the actual amounts of time spent for the additional services. Time over and above the estimate will receive prior approval from the Agency.

- Reporting Development: \$135/hr.
- Interface Development: \$160/hr.
- Configuration Services: \$135/hr.
- Scripting Services \$140/hr.
- Instructor Led Training: \$140/hr.
- Conversion Services: \$150/hr.

Projects Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the implementation on hold. The Agency must send a formal written request to SEPTech in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, SEPTech can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, a Change Order will be authorized to keep some of the SEPTech's project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project is put on hold, project resources may be re-deployed and SEPTech will need a forty-five (45) calendar day notice to re-staff the project with alternate resources. Additional costs may be incurred to reinitiate the project after any such holds. Resumption of the project will be dependent upon SEPTech's resourcing timelines.

Should the Agency become non-responsive to SEPTech communications for a term of 14 calendar days regarding continuance of the project work, SEPTech may choose to cancel the remainder of the project as defined in this Statement of Work. Any resumption may require a new Statement of Work potentially impacting pricing and scope.

Work Description

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, SEPTech will provide the following detailed implementation services. For each activity a description is provided as well as criteria for acceptance of the deliverable.

PROJECT INITIATION

Upon Contract signing, SEPTech will work with Accela to validate the proper installation and configuration of the Accela Civic Platform cloud environment.

SEPTech Responsibilities:

- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency's Accela environment.
- Configure the Accela Civic Platform to use the standard reports and Ad-Hoc Reporting tool.

Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by SEPTech.
- Arrange for the availability of appropriate Agency staff to assist with inquiries and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Procure and configure any necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech and Accela.
- As needed, schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Display of an operating Accela Civic Platform (such that Agency can log into the system and verify that the software was set up).

Acceptance Review Period:

- Three (3) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

SOLUTION FOUNDATION

SEPTech will implement the Accela Environmental Health Civic Application configuration for the Health Programs as listed in this SOW, including applications and renewals, and Complaints and Violations. SEPTech will conduct Business/Gap analysis sessions to identify the Agency specific updates to meet their requirements.

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

SEPTech Responsibilities:

- Conduct Gap analysis sessions to identify must have regulatory configuration changes to the baseline Environmental Health Civic Application configuration for the record types listed in this SOW.
- Implement the configuration changes to the record types as discovered in the analysis sessions.
- Disable the record types and data fields, based on Agency instructions.

- The Agency can request up to **ten (10)** new user group permissions created, by copying or cloning an existing, defined user group deployed from the Environmental Health Civic Application with up to **ten (10)** distinct updates per new user group permission created, such as add or removal of access for the defined user role.
- SEPTech will setup a maximum of **forty-five (45)** Agency staff users. SEPTech will deliver and discuss the Accela Roles and Functions Matrix document, and the Agency will indicate which user group role each staff is to be assigned.
- SEPTech will provide up to **forty (40)** distinct updates to the existing workflow processes and up to **forty (40)** distinct updates to the existing inspections configured in the Environmental Health Civic Application. Using the Accela Environmental Health Civic Application Datasheets, the Agency will indicate which Workflow Process and/or Inspections to update. Distinct workflow process updates are any changes to the Civic Application workflow including renaming, adding or removing a workflow task or workflow task status result. Distinct inspection group updates are any changes to the Civic Application inspections including renaming, adding or removing inspection types, inspection groups, inspection status results, checklist items or checklist status results. In a similar manner for Workflow Processes, each edit, update or removal of a workflow task, workflow status result, inspection type, inspection status result, checklist item or checklist status result is considered a distinct single action change.
- SEPTech will provide up to **sixty (60)** new fee items configured during the project implementation. SEPTech will configure unique fee items based on the inherent fee formulas in the Civic Platform (documented in the Accela Civic Platform Administration Guide, Part 7, Fee Formulas), which include flat fees, fees based on a specific range and using fee indicators. Examples include fee calculations based on the number of employees for a restaurant or a square footage fee for a building. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic is an additional cost and SEPTech team can scope the level of effort as a separate deliverable item and may result into a Change Order.
- SEPTech will provide up to **One hundred (100)** new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business process. SEPTech will configure each new agency defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.
- SEPTech will configure up to **Six (6)** new service record types, not already represented in the EH Civic Application. SEPTech will use the existing, preconfigured record components (i.e. workflow process, inspection groups, record status result, fee schedule, document status).

Agency Responsibilities:

- Agency will communicate to SEPTech which record types and data fields they wish to have disabled from the initial Environmental Health Civic Application load.
- The Agency will test the system for purposes of validating the configuration and to develop their knowledge of the system in order to be prepared to take over its management upon project completion.
- Arrange for the availability of appropriate Agency staff to read through the Accela Environmental Health Civic Application datasheet documents. Agency staff must review the datasheet documents and indicate which record types and data fields the project team will disable/turnoff.
- Agency staff must provide record type and data field feedback based on SEPTech and Agency agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Agency will have ten (10) business days to conduct initial review of the Solution Foundation. The second and final review will have 5 business days for acceptance. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

DATA CONVERSION – SWEEPS

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The SEPTech team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the SEPTech team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that SEPTech may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources will begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. Please refer to data conversion assumptions for specific assumptions and parameters related to SEPTech's conversion approach.

SEPTech will provide a data mapping template which will assist the Agency in the data mapping of Agency's historical data into Accela Civic Platform. Upon completion of the Historical Data mapping document, SEPTech will execute a program(s) to migrate appropriate historical data into Accela Civic Platform.

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

- Historical Data Conversion Mapping Document
- Completion of migrated data into Accela Civic Platform development or test environment.

Conversion effort is limited to 160 hours and the following conversion assumptions.

Data Conversion Elements:

- *Active Permitted Facilities*
- *Balance Forward Financial*
- *No Inspection History*
- *Address, Parcel, Owner conversion*

SEPTech Responsibilities:

- Work with the Agency to define and document historical data elements that are required for the conversion.
- Assist the Agency with questions related to data analysis and mapping process
- Migrate historical data into the Agency's AA test database environment.

- Data conversion will include up to two (2) conversion loads (mocks) for Agency review and one (1) final production conversion.

Agency Responsibilities:

- Provide historical data in acceptable formats. (formats to be provided by SEPTech)
- Provide subject matter experts on the data source to aid SEPTech in identifying key components of the historical data
- Data mapping process of the Agency's historical data utilizing the data mapping template provided by SEPTech
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform.
- Assist in the execution of the data conversion program and provide access to environments as needed

Acceptance Criteria:

- Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:

- Five (5) business days total for each mock conversion

OPTIONAL DATA CONVERSION – SWEEPS INSPECTION HISTORY

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The SEPTech team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the SEPTech team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that SEPTech may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources will begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. Please refer to data conversion assumptions for specific assumptions and parameters related to SEPTech's conversion approach.

SEPTech will provide a data mapping template which will assist the Agency in the data mapping of Agency's historical Inspection data into Accela Civic Platform. Upon completion of the Historical Data mapping document, SEPTech will execute a program(s) to migrate appropriate historical Inspection data into Accela Civic Platform.

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

- Historical Data Conversion Mapping Document

- Completion of migrated data into Accela Civic Platform development or test environment.

Conversion effort is limited to 120 hours and the following conversion assumptions.

Data Conversion Elements:

- *Historical Inspection Data*

SEPTech Responsibilities:

- Work with the Agency to define and document historical inspection data elements that are required for the conversion.
- Assist the Agency with questions related to data analysis and mapping process
- Migrate historical data into the Agency's AA test database environment.
- Data conversion will include up to two (2) conversion loads (mocks) for Agency review and one (1) final production conversion.

Agency Responsibilities:

- Provide historical data in acceptable formats. (formats to be provided by SEPTech)
- Provide subject matter experts on the data source to aid SEPTech in identifying key components of the historical data
- Data mapping process of the Agency's historical inspection data utilizing the data mapping template provided by SEPTech
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform.
- Assist in the execution of the data conversion program and provide access to environments as needed

Acceptance Criteria:

- Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:

Five (5) business days total for each mock conversion

CITIZEN ACCESS (ACA) CONFIGURATION AND ONLINE PAYMENTS

This deliverable includes setup and configuration of the Agency municipal website branding, the online payment processing gateway for the supported payment vendors (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) for Citizen Access, and up to **twenty (20)** distinct updates to the citizen portal pages to make the pages more in line with the Agency processes per the best practice configurations. A distinct update to a citizen portal page includes changes to a Page Flow component, for example:

- Adding attachments to an existing defined Page Flow setup
- Updating the section instructional text with agency language
- Descriptive help instructions for specific agency defined data fields
- Updating the online disclaimer text

Each update to the citizen portals and sections are considered a single action change. Note that the ACA site cannot be shared with the existing self-hosted land management configuration as they will be on separate databases.

As indicated by the Agency, they require the use of their existing implemented payment adapter to FIS for Accela Citizen Access payments. This will require changes to the Agency's network services and configuration changes to the Accela hosted services.

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

SEPTech Responsibilities:

- Setup Citizen Access branding by loading up to **three (3)** banner files provided by the Agency
- Update the specific Accela ePayment SDK with the Agency provided merchant account attributes and deliver completed Accela ePayment SDK to Accela IT. Currently, the Civic Platform inherently supports Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchants.
- Configure up to **twenty (20)** distinct updates to the citizen portal pages, based on Agency feedback
- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback.
- Configure ACA for English language only.
- Will only configure online record types identified in the Solution Foundation (Deliverable 2).

Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Provide website branding files, which include the top and side banner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff is responsible to work with a supported payment vendor (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the SEPTech information such as the Product ID, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway.
- Agency staff must provide web branding, a full list of up to 10 distinct updates and supported payment vendor information based on SEPTech and Agency agreed upon project plan timeline.
- Agency staff must review and test all Citizen Access configuration and provide feedback to SEPTech based on the agreed upon project plan timeline
 - Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Deliverable 5: Access to confirm Citizen Access functionality such as login/logout, the updated citizen portal pages and sections,
- Deliverable 6: Ability to process payments in ACA

Acceptance Review Period:

- Three (3) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

BUSINESS RULES AUTOMATION (SCRIPTING)

During the Business Analysis sessions, SEPTech will identify opportunities to supplement the Accela Civic Application base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. SEPTech will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine that will be developed by Accela within the scope of this implementation.

Prior to the development, the Agency will review a design specification document that will be created by the SEPTech. The reviewed document will be used as a basis for determining completion and approval of the deliverable.

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

- Specification document for required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)

SEPTech Responsibilities:

- Work with Agency staff to identify potential uses of scripting
- Aid the Agency in prioritizing which scripts will be developed
- Develop a maximum of 10 general automation and 6 batch jobs
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

Agency Responsibilities:

- Prioritize desired functionality to determine which scripts SEPTech will develop
- Provide timely and appropriate responses to SEPTech's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

Examples of business process automation:

Business Process
Send Contact Emails Allows the Agency to send an email to contacts to the Applicant to include certain criteria from case.
Record Fee (Standard Record Automation) Allows fees to be applied. Requires calculation of fees to use out of the box fee formulas.
Condition Management Allows conditions to be added to the record based on custom fields and/or GIS data elements.
Batch Renewal - About to Expire Setup daily batch job that looks for records that need to be set to About to Expire.
Batch Renewal – Notifications Setup of a daily batch job that looks for records that are set to About to Expire and sends notifications for specified periods before the License expires.

Acceptance Criteria:

- Demonstration of developed scripts to the Agency

ACCELA GIS INTEGRATION

SEPTech will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms (including ACA)

During GIS installation, SEPTech's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

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

- Accela GIS installed on Agency server(s)
- 2 Proximity Alerts
- 2 Dynamic Themes
- 2 Attribute Mapping

SEPTech Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- If needed, order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by SEPTech
- Provide SEPTech with network access for remote installation and testing
- Provide information and data in the formats specified by SEPTech that will be needed for the GIS implementation

Acceptance Criteria:

- Access to confirm Accela GIS in development (Support) environment.

Acceptance Review Period:

- Three (3) Business Days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

REPORTS

Reports are defined as anything that can be printed from the system, including but not limited to, tabular reports, forms, documents, notices, and letters that the Agency wishes to email or print.

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

SEPTech Responsibilities:

- Surcharge Transmittal Report and Annual Single Fee Summary
- In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify a maximum of 4 reports (Permit, Inspection, Daily Time and Activity, and Invoice)
 - In addition to the above reports, Environmental Health Civic Application has over 100 reports included out of the box that can be modified by the Agency, or by SEPTech on a Time and Materials cost basis or via fixed price change order. Cost to be determined but expected to be nominal based on limiting changes to the reports' functionality.

Agency Responsibilities:

- Provide existing report examples that can be used as the basis for the development of the listed reports
- Make available the appropriate key users and content experts to participate in the report review

Acceptance Criteria:

- Review and approval of modified reports.

Acceptance Review Period:

- Three (3) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

CERS INTEGRATION

The California Environmental Reporting System (CERS) is the statewide web-based system that supports the electronic exchange of required Unified Program information among businesses, local governments and the U.S. EPA. Assembly Bill 2286 (Feuer) Opens a New Window, effective January 1, 2009, requires all Unified Program regulated businesses and local regulating Unified Program Agencies (UPAs), to report and submit mandatory Unified Program information electronically, through CERS or a local UPA portal.

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

SEPTech Responsibilities:

- Integration will be utilized as designed out of the box in the Accela EH Civic Application. No effort has been planned for this out of the box functionality.

ACCELA MOBILE OFFICE (AMO) CONFIGURATION

Using Accela Mobile Office, an Agency inspector will be able to perform activities in either wireless or store/forward mode.

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

SEPTech Responsibilities:

- SEPTech will configure the Accela Mobile Office application for the ability to result inspections in the field.
- SEPTech will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Acquire and configure mobile devices for Windows.

Acceptance Criteria:

- Access to confirm Accela Mobile Office has been configured for Inspectors to complete and result Inspections in the Test environment.

Acceptance Review Period:

- Five (5) business days. If no changes, comments or issues are raised within the Acceptance Review Period, the milestone is considered approved by the Agency.

TRAINING

This Deliverable includes the Delivery by SEPTech of :

- Civic Platform Core Team Training – up to 2.5 days, 15 max attendees.
- Civic Platform Admin Usage – up to 3 days, 10 max attendees.
- Accela Citizen Access – up to 1 day, 12 max attendees.
- Accela Mobile –2 sessions up to 4 hours each session, 12 max attendees per session.
- Civic Platform User Experience – up to 2 days, 12 max attendees.
- Ad-Hoc Reporting – up to 4 hours, 7 max attendees.
- Train the Trainer – up to 4 days, 7 max attendees.

Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each Gap Analysis Document. Accela recommends the Agency adopt the “80/20 rule” for training, focusing the majority of their training on 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration.

SEPTech Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Conduct the training sessions as listed in this SOW.

Agency Responsibilities:

- Identify the Agency resources who will receive the training and who have the skills to perform as “trainers”, if required.
- Provide the Accela Success Community website to the staff users who will require the online training content.

- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- Provide suitable Agency facilities to accommodate various training classes including quiet, private classrooms or conference rooms, laptops or terminals, internet connectivity and sufficient bandwidth. Provide mobile devices for training of mobile capabilities.
- Schedule appropriate Agency staff participants and meeting locations for training activities
- Provide timely and appropriate responses to SEPTech requests for information.

Acceptance Criteria:

- Complete the training sessions as listed in this SOW

USER ACCEPTANCE TESTING, "UAT"

Agency will conduct the User Acceptance Testing "UAT".

SEPTech will provide consulting and guidance to Agency to assist in the testing and validation of the solution and its readiness to be migrated to production for active use.

SEPTech will assist Agency in transferring the solution and any required data from Support to Production.

SEPTech will provide support, answer questions and address issues discovered during the configuration review. It should be noted that it is critical that the Agency devote ample time and resources to this effort to ensure that the system is operating properly and ready for the move to production. The testing effort will require a significant time investment by the Agency, in a short time duration, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

UAT is limited to 3 weeks of testing inclusive of resolution of Critical Issues.

If the Agency does not devote adequate time and staffing to this effort in order to completely test the solution, SEPTech may opt to postpone go-live at the Agency's expense. SEPTech will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

SEPTech Responsibilities:

- Provide support, oversight, answer questions and address issues discovered during the configuration review.
- Resolve all Critical and High Issues in preparation for Go-Live.

Agency Responsibilities:

- Participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance Test Plan and Test Scripts. SEPTech will provide guidance and suggestions for Best Practices
- Ensure ample test data is entered into the system for testing purposes.
- Test the system

Acceptance Criteria:

- Completion of UAT to resolve Critical or High Issues.

Defect Severity Definition:

- **Critical:** The defect affects critical functionality. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
- **High:** The defect affects major functionality. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module but the task is achievable if 10 complicated indirect steps are followed in another module/s.

Acceptance Review Period:

- If no Critical or High defects are raised within the Testing Period, the milestone is considered approved by the Agency.

GO-LIVE & PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. If the project gets delayed for any reason SEPTech will work with the Agency to make a decision on the best Go-Live date.

The initial date will be agreed to by both SEPTech and the Agency at project inception. It may be altered only by change order agreed to by both parties.

SEPTech Responsibilities:

- SEPTech will provide on-site resources to support the move to Production effort.
- Go-Live Support is limited to 5 days of on-site support
- With assistance from the Agency, SEPTech will lead the effort to transfer the system configuration and any required configuration data from Support to Production.
- SEPTech will assist the Agency in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- SEPTech will provide 2 weeks of remote post go-live production support

Agency Responsibilities:

- Provide technical and functional user support for pre- and post-production planning, execution, and monitoring.
- Development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

Acceptance Criteria:

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.

Acceptance

Accepted By:

SEP Technology Consulting, LLC

Accepted By:

Solano County, California.

Authorized Signature

Authorized Signature

Keyur Majmudar

Name - Type or Print

Name - Type or Print

Managing Partner

Title

Title

Date

Date

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

Total price of this contract shall not exceed \$238,820, payable as follows:

1. Fixed payment of \$224,420 paid as detailed under Cost Schedule in the SOW (page 12).
2. Reimbursement of up to \$14,400 for actual travel expenses associated with deliverables in the SOW, payable upon submission of a detailed invoice indicating dates and purpose of travel. Mileage reimbursement shall be calculated using current IRS rates.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all completed payment deliverables in full, and for incomplete payment deliverables on a Time & Materials basis for the time spent at the contractor's then standard hourly rate for such services to reimburse the contractors for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this

Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records to investigate allegations of illegal activity pertaining to this Contract.

19. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

20. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or

his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

21. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

22. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

23. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

24. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

25. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services

pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

26. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

27. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

29. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

30. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

31. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs

or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

32. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

33. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

34. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any

circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

35. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

36. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

37. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.