

CAO Contract Log # _____

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

THIS CONTRACT is made and entered into this 6th day of February, 2024, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and ThirdWave Corporation, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: ThirdWave Corporation will conduct workshops with subject-matter experts in the Department of Finance and Assessor-Recorder-County Clerk's Office to identify and document our high-level business processes, procedures and system requirements as related to Property Tax functions. The deliverables will form the basis for recommendations regarding the County's Property Systems.; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$208,568 (Two hundred eight thousand, five hundred sixty-eight))** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on February 7, 2024, and shall terminate on December 31, 2024. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Dennise Colla

Contract Manager: _____

Dept./Location: Information Services and Technology County of Marin _____

Telephone No.: 415 473-7157 _____

Notices shall be given to Contractor at the following address:

Contractor: Roy Hernandez _____

Address: 12100 Wilshire Blvd., Suite 800 Los Angeles, Ca 90025 _____

Telephone No.: 310.804.7565 _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.	<input checked="" type="checkbox"/> Scope of Services	
EXHIBIT B.	<input checked="" type="checkbox"/> Fees and Payment	
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver	
EXHIBIT D.	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
EXHIBIT E.	<input type="checkbox"/> Subcontractor's Debarment Certification	
EXHIBIT F.	<input type="checkbox"/> Federal Provisions Exhibit / Attachment 1	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR: _____
 By: _____
 Name: ROY R. HERNANDEZ
 Title: PRESIDENT/CEO

APPROVED BY COUNTY OF MARIN:
 By: _____
 Dennis Rodoni

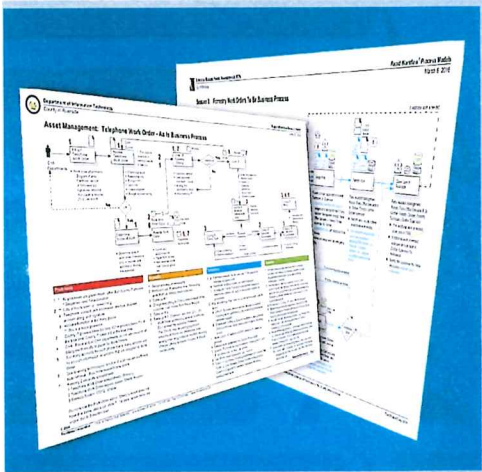
President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (required if tentative contract has been incurred)
 County Counsel: _____ Date: _____

SCOPE OF SERVICES (required)

Rapid Workflow[®]

Problems, Impacts, Solutions, Benefits



RFP #2832A Property Systems Business Process Analysis

Prepared for the Marin County Assessor Recorder and Department of Finance - SOW

December 21, 2023

36
YEARS

Thought Leadership, Exceptional



ThirdWave

ThirdWave Corporation
Information Systems Intelligently Applied
12100 Wilshire Blvd., Suite 800
Los Angeles, CA 90025



2.4 Scope of Work



Most tasks/subtasks in the following work plan will produce a digitally compliant deliverable, e.g., a workshop, meeting, document, presentation, etc. On tasks where the deliverable is a document, ThirdWave will provide a digitally accessible electronic copy either in MS Word, Excel spreadsheet or PDF, or as appropriate and specified by the County.

Some key draft deliverables will be provided to the County's Project Manager for review and comment by appropriate staff. The County's review and comment subtasks are denoted with the prefix "County." Obtaining the County's review and comments on key deliverables is a risk management and quality control technique that will ensure the desired results are obtained as each task of the project is completed. The following provides a description of the proposed scope of work and project deliverables.

TASK 0 Project Initiation & Management

Task 0.1 Project Kick-off Meeting

This task will entail holding a virtual or onsite project kickoff meeting with the County and ThirdWave's Project Team. A digitally accessible PowerPoint presentation will be produced to review the project goal and objectives, project plan, deliverables, project schedule, ThirdWave and County responsibilities, and the PMBOK™ project management protocols that will be used on the project.

Assumptions:

1. Staff and management representing key departments will attend the kick-off meeting. It is important that key stakeholders receive an overview of the project and understand the important role they will play on achieving a successful project outcome.
2. If possible, the project's executive sponsor should initiate this meeting, along with the County's Project Manager.
3. This meeting will last one hour.

Deliverable 0.1: Project Kick-off Meeting

Task 0.2 Ongoing Project Coordination

This task will entail holding weekly project meetings within the ThirdWave project team, and with the County's Project Manager, as needed. Ongoing project coordination will consist of reviewing current and upcoming tasks and coordinating project staff resources between County and ThirdWave Project Managers.

Deliverable 0.2: Ongoing Project Coordination

Task 0.3 Meetings & Status Reports

This task will entail providing written progress reports to the County's Project Manager outlining the status of the project on a monthly basis, including the following:

- Dashboard of the project status
- Description of progress made during the reporting period
- Deliverables completed and delivered during the reporting period
- Outstanding issues and recommendations for resolution (if any)
- Scope, cost and schedule integrity status

Deliverable 0.3: Monthly Status Reports – Planning schedule for upcoming month

TASK 1 Review & Document Current County Processes

Task 1.1 Business, Sys. Requirements, Processes & Procedures Assessment

Task 1.1.1 Hold Rapid Workflow® Business Process Analysis Workshops

This task will entail holding remote As-Is Rapid Workflow® workshops to identify high-level business and system requirements, processes and procedures in order to provide future recommendations regarding the County’s current Property System. Working with business process owners and stakeholders, as-is business process workshops will review and identify opportunities to streamline and implement an enhanced property system. The agenda for the workflow sessions will include the following:

1. **Produce an as-is business process model**, a high-level map of existing business process steps and operational workflows. The process model will include process steps and workarounds, participants (County staff or public), activities, information systems used (applications, platforms, DB, shadow systems) data inputs/outputs, and documents/data created, processed and/or stored.
2. **Identify business process challenges**, which will include existing management, operational and/or Information Technology disablers, e.g., business process bottlenecks, inefficiencies, disconnects, or inhibitors to providing superior business process performance. Working with subject matter experts, anything that inhibits the efficient and effective execution of a business process will be identified and noted on the process map.
3. **Identify the impacts of each challenge**, quantitative and qualitative, e.g., non-compliance, security risks, duplication of effort, redundant costs, time inefficiencies, document processing delays, system performance, poor customer service, etc.
4. **Identify potential solutions**, including:
 - Information Technologies solutions:
 - Property system software functionality meets digitally compliant regulations
 - Business Processes Improvement resulting from the implementation of a new Property System
 - Management Policies and Procedures
5. **Identify potential benefits**, including qualitative and quantitative benefits of the proposed technologies solutions if implemented. Benefits will be identified at several levels as appropriate, e.g., within County departments for the business processes examined, the County as a whole and the public.

For the purposes of this proposal, we have assumed holding As-Is Rapid Workflow® business process workshops with the following business units:

Department of Finance/Auditor Controller/Tax Collection

- Tax Rate Areas (TRAs)..... 1
- TRA Changes 1
- Fund Maintenance 1
- Jurisdictional Changes 1
- Tax Increment Factors 1
- Tax Increment & Redevelopment Increment 1
- Special Assessments & Parcel Taxes 1
- Debt Service Rates – G.O..... 1
- Debt Service Rate – Unitary..... 1
- BOE Utility Roll 1
- Tax Roll Extension 1
 - Secured
 - Unsecured

- Supplemental
- Roll Corrections
 - Assessment Appeals..... 1
 - Escape Assessments..... 1
 - Refunds..... 1
 - Reporting..... 1
- HOPTR Claim (Home-Owner Property Tax Relief)..... 1
- Allocation Factors (AB8, Supplemental, Unitary)..... 1
- Apportionments
 - Teeter..... 1
 - Non-Teeter & Redemption..... 1
 - HOPTR..... 1
 - System Journals to Financial System..... 1
- C Reporting..... 1
 - Statistical
 - End of Period
 - District Specific
 - TRA Specific
- Tax Billing: Secured, Unsecured, Supplemental, Corrections . 1
- CORTAC Lender Bill Requests..... 1
- Payment Processing: Counter, RPS, web, IVR..... 1
- CORTAC Lender Payments..... 1
- Payment Reversals / Return Checks..... 1
- System Journals to Financial System..... 1
- Refunds - overpayments..... 1
- TC Trust Activities..... 1
- Delinquent Notices..... 1
- System Notes key/import..... 1
- Bankruptcy Flag..... 1
- SCO Postponement Flag..... 1
- Penalties..... 1
 - Application of Penalties
 - Removal of Penalties
- Liens
 - Intent to File Lien..... 1
 - Liens..... 1
 - Release of Lien..... 1
 - Add Fees..... 1
- Delinquent Abstract - Create and Maintain..... 1
- Power to Sell - Maintenance and Reporting..... 1
- TC Reporting..... 1
 - Statistical by Tax Roll
 - End of Period

Assessor- Recorder

- Residential..... 1
- Commercial..... 1
- Multi-Residential..... 1
- Co-operatives..... 1
- TIC..... 1
- Manufactured Homes..... 1
- Agricultural..... 1
- Floating Homes..... 1
- Possessory Interest..... 1

- Leasehold Improvements..... 1
- Business property 1
- Vessels 1
- Aircraft 1
- Business Audits 1
- Appeals..... 1
- Exemptions 1
- Change in Ownership 1
- Mapping 1
- Update and Maintain Property records..... 1
- Document scanning and storage..... 1
- Reports 1
- Automated monthly sales report
- Mills Act properties
- Systems
- Recorded Document processing and workflow

- Issue Value Notices 1
- Create assessment rolls..... 1
- Building permit processing and workflow 1
- Sales/Transfers processing and workflow 1

Total Number of Workshops Assumed

Assumptions:

1. Workshops will typically last up to 3 - 4 hours depending on the complexity of the business process being modeled.
2. Workshops will be scheduled per the published MS Project Schedule, e.g., 8 per week, Monday through Thursday, until workshops have been completed.
3. Workshop SME participants will be highly knowledgeable and experienced in the business processes being modeled and attend the entire workshop. Sufficient staff should participate to address the entire business process.
4. Workshops will be held virtually via Zoom or whatever tool the County uses.

Deliverable 1.1.1: Rapid Workflow® As-Is Business Process Workshops

Task 1.1.2 Document As-Is Business Process Maps

This task will entail documenting the workshops and providing them to the County for the review and comment by workshop participants, including:

- List of attendees in the Rapid Workflow® session
- High Level As-Is Business Process Map
- Challenge Statements
- Impact Statements
- Solution Statements
- Benefit Statements

The session notes will be provided to the County Project Manager for distribution to participants of each group for review and comments.

Assumptions:

1. The final process maps will be provided in PDF file formats.
2. Draft process maps will be provided to workshop participants for review and comments which will be provided to ThirdWave within 10 business days.

Deliverable 1.1.2: Draft As-Is Business Process Maps

County 1.1.2 Review and Comment

This task will entail County staff reviewing and providing comments on the draft deliverables. Workshop participants will provide comments/suggested revisions within 10 business days. ThirdWave will incorporate the participant comments. If comments are not received within this timeline (or a timeline mutually agreed to by the County and ThirdWave) it will be assumed that there were no comments or revisions.

Deliverable 1.1.2: County Comments

Task 1.1.3 Incorporate Comments

This task will entail incorporating the County's comments to produce the final As-Is business process map deliverable.

Deliverable 1.1.3: Final As-Is Business Process Maps

TASK 2 Review & Document Current Configuration of Programming Language

Task 2.1 Documentation of Current Configuration of Programming Language

This task will include reviewing existing system documentation for various system characteristics including functionality, reporting, mapping, etc., of the County's current configuration of the programming language, e.g.:

- Overall system structure
- Navigation
- Software Modules
- Features and functions
- Reporting: list of current reports (batched, stored procedures, queried, Ad Hoc)
- Data Model (referencing existing system documentation)

Deliverable 2.1: Final As-Is Process Maps

TASK 3 Recommended Change & Implementation Plan

Task 3.1 Draft Recommendations & Implementation Plan

This task will entail providing a report and/or plan for implementing the recommended changes for potential software solution enhancements. Drawing from the data collected in the business process analysis, this document will include, but not be limited to, the following:

Recommendations

- Property System enhancements:
 - Software: Features and functions, reporting, interfaces, data migration, digital compliance
 - Business Process Improvement recommendations
 - Policies and procedures recommendations
- Periodized initiatives
- Implementation Approach
- Project timeline

Unused Module Capabilities

Identify and suggest available unused module capabilities of the current County's Property system.

Operational improvements

Findings and recommendations for change that should be made before the software selection.

Deliverable 3.1: Draft Recommendations & Implementation Plan

County 3.1 Review and Comment

This task will entail County staff reviewing and providing comments on the draft deliverables. Workshop participants will provide comments/suggested revisions within 5 business days. ThirdWave will incorporate the participant comments. If comments are not received within this timeline (or a timeline mutually agreed to by the County and ThirdWave), it will be assumed that there were no comments or revisions.

Deliverable 3.1: Comments

Task 3.2 Final Recommendations & Implementation Plan

This task will entail incorporating the County's comments to produce the final Property System recommendations deliverable.

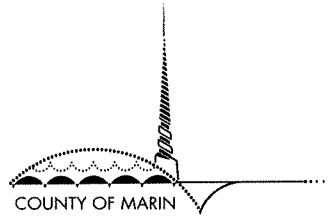
Deliverable 3.2: Recommendations & Implementation Plan

Digital Compliance

ThirdWave will include the integration of digital compliance in the assessment, workflow, and recommendations.

ThirdWave shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version. ThirdWave is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by ThirdWave, and in any software, documents, videos, and/or trainings given and published by ThirdWave and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

ThirdWave will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility, understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.



DEPARTMENT OF INFORMATION SERVICES AND TECHNOLOGY

Information Security and Compliance (ISC) Requirements

The County of Marin Information Services and Technology (IST) Department enforces standards for Information Security, Digital Accessibility, and Enterprise Architecture for all digital deliverables.

Assessment, approval, and mitigation are performed in collaboration with service providers, product vendors, and contractors to meet County of Marin ISC's requirements.

The contractor agrees to engage with the County of Marin in good faith and with open and effective communication to provide timely information, meet standards, and resolve issues. The County of Marin will collaborate with the contractor in good faith with the understanding that it is the contractor's responsibility to conduct testing, address and resolve issues, and create compliant deliverables.

Digital Accessibility:

The Digital Accessibility Program is responsible for ensuring the County of Marin procures, creates, develops, and maintains accessible digital information and communication technology for County employees and the public. County of Marin standards, multiple California state codes, and federal laws require conformance with the Web Content Accessibility Guidelines (WCAG). County of Marin is committed to effective communication, equity, inclusion, and belonging, by conforming to WCAG 2.1 AA or the most recent version.

Information Security:

The Information Security Program is responsible for all aspects of Information Security at the County of Marin, including assets, systems, applications, data, workforce security, and compliance of digital solutions. Depending on the nature of the solution being provided, County of Marin standards and legal and regulatory requirements such as CJIS, HIPAA, and IRS 1075 must be met.

Enterprise Architecture:

The Enterprise Architecture Program is responsible for a consistent standard of information technology capabilities and solutions. The program spans all aspects of IST's business solutions delivery model including infrastructure, applications, security, data, content, user interfaces, and services.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of amount based on deliverables with a hold back fee of 10% per deliverable. The total of all fees is not to exceed \$208,568 (Two hundred eight thousand, five hundred sixty-eight) during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services/deliverables according to the schedule below.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at \$0 (zero).
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is 10 months & 21 days. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$208,568 (Two hundred eight thousand, five hundred sixty-eight).

Activity	Fees	Milestone	Deliverable Total
Project Management	34950		
Conduct Project Kick-Off	3150	Deliverable Acceptance	2,835
Provide Ongoing Project Coordination	26400	Deliverable Acceptance	23,760
Complete Monthly Status Reports	5400	Deliverable Acceptance	4,860
			\$31,455
Review and Document Current County Process	129813		
Hold Rapid Workflow Business Process Analysis Workshops	59965	Deliverable Acceptance	53,968.50
Document the Process Maps	46565	Deliverable Acceptance	41,908.50
Provide Final <u>As Is</u> Process Maps	23283	Deliverable Acceptance	20,954.70
			\$116,831.70
Review and Document Current Config. Of Programming Language	13310		
Document Current Configuration of Programming Language	13310	Deliverable Acceptance	\$11,979
Recommended Change and Implementation Plan	30495		
Draft Recommendations and Implementation Plan	23145	Deliverable Acceptance	20,830.5
Provide Final Recommendations and Implementation Plan	7350	Deliverable Acceptance	6,615
			\$27,445.50
		Total of Scheduled Payments @ 90%	\$187,711.20
		Project Completion Payment (10% Hold Back)	\$20,856.80
		Total	\$208,568