Byrne Software TECHNOLOGIES, INC.

SERVICES AGREEMENT

1. <u>Parties</u>

    BYRNE
    Byrne Software Technologies, Inc.
    16091Swingley Ridge Road, Suite 200
    Chesterfield, MO 63017

    Attention: Brian McAllister
    T: 636.537.2505
    F: 636.537. 2666
    e-Mail: bdm@byrnesoftware.com

    CUSTOMER
    Washoe County Health District
    Environmental Health Services
    1001 E. Ninth St., Bldg. B
    Reno, NV 89512
    Attention: James English, REHS, CP-FS
    T: 775.328.2610
    e-Mail: jenglish@washoecounty.us

    CUSTOMER
    Washoe County
    1001 E. Ninth Street
    Reno, NV 89512
    Attention: Bob Webb, Washoe ARC Lead
    T: 775.328.2623
    e-Mail: bwebb@washoecounty.us

    CUSTOMER
    City of Sparks, NV
    431 Prater Way
    Sparks, NV 89431
    Attention: Lisa Hunderman
    e-Mail: lhunderman@cityofsparks.us

    CUSTOMER
    City of Reno, NV
    1 E. First Street
    Reno, Nevada 89505
    Attention: Kim Jolly, City of Reno Lead
    T: 775.657.4548
    e-Mail: jollyk@reno.gov

    This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. <u>Term and Termination</u>

    2.1 <u>Term</u> Provided that Customer signs and returns this SA to BYRNE **no later than September 30, 2017** this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.

    2.2 <u>Termination</u> Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30)

calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to BYRNE.

3. Professional Services BYRNE will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

   3.1 Warranty BYRNE will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of BYRNE's industry.

   3.2 Customer Cooperation As required, Customer agrees to provide BYRNE with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for BYRNE to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on BYRNE's overall work schedule. Although BYRNE will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at BYRNE's then-current time-and-materials rates.

   3.3 Compensation

       3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to BYRNE the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to BYRNE, supplied to BYRNE by Customer, and based on BYRNE's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse BYRNE for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. Customer will reimburse BYRNE for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, BYRNE will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

       3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on BYRNE's income. If Customer is exempt from certain taxes, Customer will provide BYRNE with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. BYRNE may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

   4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either BYRNE or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as

"Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

    a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

    b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;

    c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

    d) information which is subpoenaed by governmental or judicial authority; and

    e) information subject to disclosure pursuant to a state's public records laws.

4.2   <u>Confidentiality Term</u> The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").

4.3   <u>Confidentiality Obligations</u> During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5.   <u>Other Terms and Conditions</u>

5.1   <u>Mutual Indemnification</u> BYRNE agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of BYRNE or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold BYRNE and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.

5.2   <u>Limitation of Liability</u> BYRNE provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; BYRNE bears no liability for and has no obligation to remedy such effects. Except as set forth herein, BYRNE provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will BYRNE's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to BYRNE by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if BYRNE or its agents have been advised of the possibility of such damages.

5.3   <u>Insurance Coverage</u> BYRNE will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.

5.4   Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.5   Dispute Resolution This SA is governed by the laws of the State of Nevada. Any controversy or claim arising out of or relating to this SA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Washoe County, Nevada. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this SA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this SA will not prevent that party from thereafter objecting to that breach or any other breach of this SA.

5.6   Assignment This SA shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that this SA and the rights and obligations hereunder are not assignable or delegable by either party without the prior written consent of the other party. Any attempted assignment or delegation in violation of this Section 5.6 shall be null and void.

5.7   Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.

5.8   Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

5.9   Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

BYRNE   **CUSTOMER**

By: _____   By: _____
(Signature)   (Signature)

_____   _____
(Print Name)   (Print Name)

Its _____   Its _____
(Title)   (Title)

Dated: _____   Dated: _____
(Month, Day, Year)   (Month, Day, Year)

CUSTOMER   **CUSTOMER**

By: _____   By: _____

(Signature)   (Signature)

_____   _____
(Print Name)   (Print Name)

Its _____   Its _____
(Title)   (Title)

Dated: _____   Dated: _____
(Month, Day, Year)   (Month, Day, Year)

CUSTOMER

By: _____
(Signature)

_____
(Print Name)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Proposal documents follow this page.

ONE – Washoe County Health District, Washoe County, City of Sparks, City of Reno

Retired Parcel Solution
PROPOSAL v1.1

Byrne Software Technologies, Inc.

Accela Civic Platform
Licensing System | Mobile Field Collaboration | Permitting System |
Code Enforcement | Inspections | Workflow & Record Keeping | and More!

Prepared for:

James English, REHS, CP-FS
Environmental Health Specialist Supervisor
Environmental Health Services
Washoe County Health District
1001 E. Ninth St., Bldg. B
Reno, NV 89512

Table of Contents

Revision Log

This log provides a synopsis of revisions made to this document.

Version	Date	Author	Description
1.0	8/9/2017	Brian McAllister	Initial Document
1.1	8/23/2017	Brian McAllister	Updates from conference call with ONE

Company & Project Team

Founded in 1985, Byrne Software Technologies, Inc. is a privately held IT Consulting and Professional Services firm and a State Certified Woman Business Enterprise (WBE) located in Chesterfield (St. Louis County), MO. We specialize in business and technology enabled solutions recognized for providing sustainable value for our customers and stakeholders. We have been an Accela Value Added Reseller and Business Plus Service Partner for three plus years.

We specialize in innovative Accela solutions, configuration, scripting, interface development, data conversion, custom reporting, and training. Our Accela Bronze Certified Implementation specialists can help you in all aspects of an implementation.

Our team has a number of qualified employees that could be involved in this effort. Depending on the work requested, the skills required for implementation will be matched with the appropriate employees. Here is a sampling of individuals:

Michael Hohe is a senior level PMP Certified Project Management and Information Systems Professional with over 27 years of experience in computer-based business applications developed and deployed under a variety of hardware platforms and operating systems. He has been with Byrne Software for nine years and is an Accela Bronze Certified Implementation Professional. This certification is awarded to those who demonstrate a high level of understanding regarding the analysis and implementation of Accela projects. Mike's positions include Program Management Office (PMO) Manager, Senior Project Manager, Senior Customer Support Manager, Consultant, Practice Area Manager, Business Analyst and Programmer on projects ranging from commercial software package deployment, full cycle development, and maintenance of production systems in data centers. His career has included a wide range of business experience including public utilities, health care, financial services, public utilities, consulting, and accounting, which was gained through participation in many diverse projects. Upon contract award, we will provide Michael's contact information.

Brian McAllister has more than 20 years of IT experience, eight of those with Byrne Software. Brian has played a key role in all phases of software development including project management, business analysis, integration and quality assurance. His expertise includes project planning, analysis, requirements gathering, documentation, quality assurance and implementation. He is also responsible for ensuring systems and components meet client requirements as a project manager and analyst for implementations. Brian holds an MA in Management Information Systems from Webster University and a BS in Mass Communications/Business Administration from Southern Illinois University. He is currently working on the Accela Bronze Implementation Professional Certification.

Amber Digenan provides over 14 years in business process re-engineering, project management and software implementation consulting services, five years with

Byrne Software. She is also an Accela Bronze Certified Implementation Professional. This certification is awarded to those who demonstrate a high level of understanding regarding the analysis and implementation of Accela projects. She has industry experience in both the public and private sectors. She has excellent communication skills, extensive knowledge of project controls software, document management software and mobile solutions.

Daniel Sampson currently serves as a Senior Technical Consultant with Byrne Software. He has more than 11 years of IT experience, six of those working as an Accela Project Manager with an agency. Daniel has played a key role in Accela implementations including: configuration, scripting, development, testing and training. He is also an Accela Bronze Certified Implementation Professional. This certification is awarded to those who demonstrate a high level of understanding regarding the analysis and implementation of Accela projects. As a Senior Technical Consultant, he is responsible for ensuring systems and components meet client requirements. He also is certified in Accela Scripting 3.0. Daniel holds a PHD in Computer Science from Arizona State University. Daniel has also been a guest speaker at numerous Accela conferences.

Charles Munzer is one of our team's most diversified developers. He has over 20 years of experience and has been with Byrne Software for 16 years. He is one of our lead team members on larger projects. As a senior application developer, his primary expertise is software development and system design on Microsoft Windows platforms including SharePoint. His strengths are with code development utilizing Microsoft .NET and SQL Server. Charlie is certified in Accela Scripting 3.0. He works in all areas of software development including requirements definition, system analysis, system design, development, testing, deployment and support. He has worked on projects across all of our client industries.

Linda Charron has more than 20 years in the development services and public sector arena. This experience gives her the expertise in streamlining activities and automating processes to fit well in the Accela Civic Platform. She serves as a Senior Analyst and is an Accela Bronze Certified Implementation Professional. This certification is awarded to those who demonstrate a high level of understanding regarding the analysis and implementation of Accela projects. She also is certified in Accela Scripting 3.0. Linda was the 2015 Recipient of the Accela Consultant of the Year award.

Purpose

ONE, a super-agency, which consists of Washoe County Health District, Washoe County, City of Sparks, and City of Reno has requested Byrne Software to provide the Retired Parcel Solution (RPS) to interface with all agencies in the group.

Three focused areas of the solution are Parcel, GIS, and Reporting.

Parcel
- Keep reference Parcel information that is no longer maintained or retired from GIS.
- Add new Parcel information and allow it to be used within Accela without manual input. Store date of the change for historical reference and tracking of records that may span years.

GIS
- Ensure records stay useable within the mapping of Accela, ACA, and Apps.
- Provide accurate information while using the map based on GIS updates of Parcel information.

Reporting
- Provide list of Parcels that have been updated and their corresponding records.
- Allow staff to track frequency of Parcel changes over span of time (can be parameter driven)

Process
The process in the order it works:
1. Task scheduler that resides on one agency server starts process
2. Script runs - Interface
3. All Parcels pulled from GIS
4. API pulls all Parcels from Accela in selected status'
5. Comparison checks for Parcels in Accela that GIS does not include (results from step 3 not in step 4)
6. API updates records by inserting Parcel # and Date onto record (ASI)
7. Batch script processes all data added to ASI and adds Parcel # to Parcel tab as Primary
8. Reports can be run to identify and list all retired Parcels along with new Parcel numbers and list of Parcels not in GIS that don't have identifiers to match.
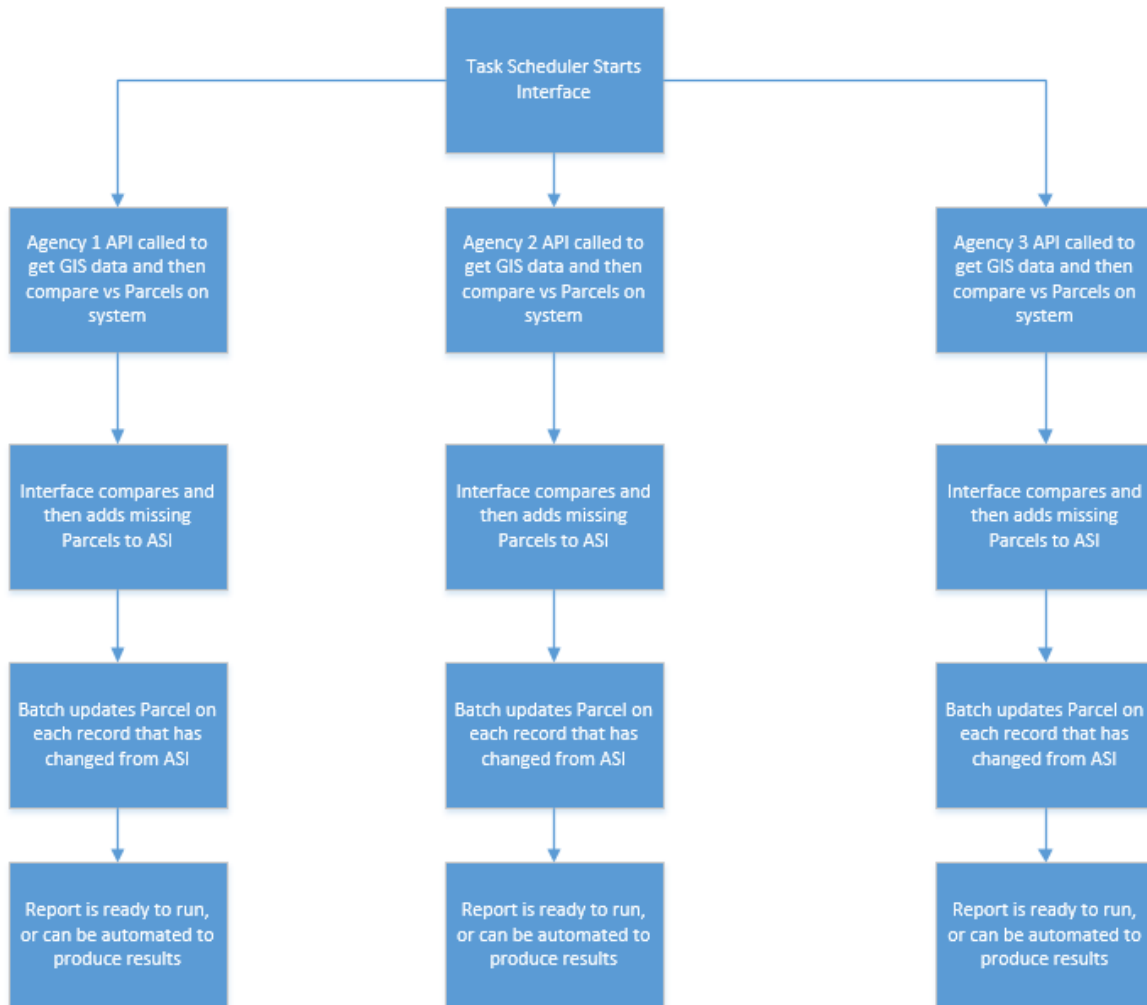
All work and any additional to be directed by Lori Piccinini.

Deliverables

Task
Retired Parcel Solution (RPS) ($13,230) Batch job, APO Attribute Field, and Reports (1. to identify and list all retired Parcels along with new Parcel numbers. 2. List of Parcels not in GIS that don't have identifiers to match).
Optional Blanket Hours (up to a total of 40 hours – not per agency) these hours can be used for support of RPS, general scripting, custom reports, and configuration.

General Assumptions

1. Byrne Software may utilize "GoTo Meeting" or "WebEx", for remote Discovery and review meetings. Onsite meetings will also be used when applicable.

2. Remote and local access to the County's environment is available to Byrne personnel. This will include sufficient security privileges to perform services as required.
3. No additional work or deliverables is implied unless specifically stated in this Proposal.
4. If functionality to Accela's APIs were to determinedly effect this interface, Byrne would not be responsible. A change order must be first approved by the agency, for Byrne to research.
5. If an interface issue is discovered or functionality due to Accela updates requires a change to the interface, Byrne to research.
6. If Agency changes from the developed association with GIS (i.e. XAPO to APO or vice versa) services would be required in order to get process working for new approach. Services would be provided on a time and material basis.
7. Current Configuration Accela Hosted: version of Accela Automation 9.1.x, Master Scripts 3.0, Licensing, Land Management, Public Health, Asset Management, mobility, and citizen access.
8. Each agency is required to provide API key and customer ID, if Construct API is not setup, we can create and pass account information on.
9. Agencies will keep public map service.
10. Agencies would be responsible for notifying Byrne if there is a field or layer change to GIS, as this would impact the interface. Any additional time to fix, would be billed at time and materials.
11. The super agency will assign a project coordinator to assist in this effort.
12. The solution will be configured for Washoe County, City of Sparks, and the City of Reno.

Rate
The rate for all work related to this project is $135/hour. The rate applies to all onsite and offsite work.

Travel Expenses
Travel expenses would only apply if on-site meetings/training is required by the Agency. Reasonable travel expenses would be approved by the Agency, in advance.

Change Control
To help contain the cost associated with the development of software, Byrne Software will utilize change control management. This process estimates the impact on the project if the client requests change to requirements after the design has been finalized. This procedure also helps Byrne Software advise clients of adjustments to the schedule and/or the total cost for any change and authorizes Byrne Software to proceed on approved changes.
Our change control documents will itemize all of the requested changes, noting the item's priority and cost and schedule impact. Using this document, the Agency may determine what changes are truly necessary in order to meet their business needs and stay within the acceptable budget and schedule.

When the scope of the change has been finalized, Byrne Software will issue a Change Order Authorization document, listing the final change items, budget and schedule impact. When

the Change Order Authorization has been approved and signed, Byrne Software will add the additional tasks to the schedule.

Confidential Information

Byrne Software recognizes and acknowledges that it may receive access to certain proprietary and confidential business information of Client, which Client expressly identifies as Confidential or is not known to be in the public domain, such as, client lists, marketing strategies and methods, software, and planning strategies ("Confidential Information"). Byrne Software will not, during or after the term of this Agreement for so long as such information shall be confidential, use or disclose to any third person for any reason any Confidential Information and will not disclose or make available to any third person, firm or corporation any reports, recommendations and/or work product which Byrne Software produces for Client.

Intellectual Property Rights

All applicable software developed by Byrne Software pursuant to this Statement of Work is the property of ONE, a super-agency, which consists of Washoe County Health District, Washoe County, City of Sparks, and City of Reno. All original written materials, including programs, listing and other programming documentation prepared under this Agreement, may be used by the Agency modified or added to in any manner that it deems appropriate. The agency cannot sell, resell, transfer, copy, host or allow any use other than by the ONE of the RPS solution. All intellectual property rights for RPS stays with Byrne Software.

Billing and Payment Schedule

The cost for the RPS is a fixed cost of $13,230.00 and will be broken up into two payments. An initial payment of $10,000.00 will be due at contract execution. The remaining $3,230.00 will be due when the super agency takes delivery.

The optional services listed are provided on a time and material basis plus any out of pocket expenses, unless documented in the Proposal. Estimates given are not considered as a fixed bid unless specifically stated as such, in writing, by Byrne Software. Blanket Hours are not to exceed 40 hours; the Agency will only be charged for the time spent to complete; if additional hours are required a change order must be first approved by the agency. Byrne Software bills weekly for services provided the previous week. Billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments. A billing rate of $135/hour will be used through the project.

Representations and Warranties

Byrne Software Technologies represents and warrants to the Agency that the services under this engagement shall be performed in a good and workmanlike, professional and timely manner consistent with customary industry practice.

Non-Solicitation of Byrne Software Employees

During the term of this engagement and for a period of one (1) years after termination of this Agreement, Washoe County Health District, Washoe County, City of Sparks, and City of Reno, shall not hire or contract with, directly or indirectly, in any capacity, a Byrne Software employee who performed services to the Agency, or any person, firm, corporation, partnership, association or entity employing or affiliated with such Byrne Software employee, to perform any services of any kind whatsoever for the Agency.

Project Schedule

Byrne Software will coordinate a scheduled start date with the ONE for effort upon acceptance of the Proposal as noted by agency signatures. Byrne Software will prepare an Agenda for review and concurrence by the Agency.

Summary

Byrne Software Technologies, Inc. thanks you for the opportunity to submit this Proposal to the ONE. Please contact me if you have any questions concerning this proposal.   We look forward to enhancing your Accela experience.

Sincerely,

Bob Cook
Vice President
Byrne Software Technologies, Inc.
rec@ByrneSoftware.com
636-537-2505

Signature and Acceptance

Byrne Software Technologies, Inc.

By: _____

Title: _____

Date: _____

Washoe County Health District

By: _____

Title: _____

Date: _____

Washoe County

By: _____

Title: _____

Date: _____

City of Sparks

By: _____

Title: _____

Date: _____

City of Reno

By: _____

Title: _____

Date: _____