

BOS No. Orig: #18-142; Amd1 #19-139  
Infor PO No. 2792  
Infor Ref No. 6565-2019-NORTHWOODS LOBBY MGT

**SECOND AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Second Amendment to Agreement No. 18-142 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Northwoods Consulting Partners, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, on or about May 30, 2018, the Parties entered into Agreement No. 18-142 (“Agreement”); and

**WHEREAS**, on or about June 25, 2019, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph I.E.** to reflect all exhibits to the Agreement and update language; and
2. Revise **Paragraph II.A.** to add funding in the amount of \$66,327 in Fiscal Year (FY) 2023-24 for a new contract maximum amount of \$1,505,847; and
3. Revise **Section V.** to clarify language and name sections for ease of reference; and
4. Revise **Paragraph VIII.C.** to update County Contacts for Security Incidents; and
5. Revise **Paragraph VIII.J.** to update County Contact for notification of subpoena or confiscation information requests; and
6. Revise **Paragraph X.A.** to extend the term of the Agreement through June 30, 2024; and
7. Revise **Section XI.** to update language; and
8. Revise **Section XIII.** to clarify Contractor’s Responsibilities; and
9. Revise **Section XIV.** to rename and update with County’s current insurance requirements; and
10. Revise **Paragraph XVI.B.** to add Email addresses for notices.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Paragraph I.E.** of the Agreement is hereby amended to read as follows:

**E.** The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Project Statement of Work
- Exhibit B – Licensed Software
- Exhibit C – Performance Measures
- Exhibit D – HIPAA Requirements
- Exhibit E – End User License Agreement (“EULA”)
- Exhibit F – Software Support Agreement
- Exhibit G – Special Terms: Federal Funded Programs

The County and Contractor shall each comply with all terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

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**2. Paragraph II.A.** of the Agreement is hereby amended to read as follows:

- A.** For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

<b>Lobby Management &amp; Content Management Services</b>	<b>*Maintenance</b>
Fiscal Year 2018-19 July 1, 2018throughJune 30, 2019	<b>\$298,520</b>
Fiscal Year 2019-20 July 1, 2019throughJune 30, 2020	<b>\$270,000</b>
Fiscal Year 2020-21 July 1, 2020throughJune 30, 2021	<b>\$280,000</b>
Fiscal Year 2021-22 July 1, 2021throughJune 30, 2022	<b>\$290,000</b>
Fiscal Year 2022-23 July 1, 2022throughJune 30, 2023	<b>\$301,000</b>
Fiscal Year 2023-24 July 1, 2023throughJune 30, 2024	<b>\$66,327</b>
<b>TOTAL</b>	<b>\$1,505,847</b>

\*For budget purposes only - This amount is subject to change. Sales tax is not included, if applicable. If additional OnBase or Compass licenses are added, if Northwoods' partners or suppliers increase prices for any software "Covered" under Exhibit F, or if prices of already-purchased licenses are changed, the total will be adjusted.

The total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed **ONE MILLION FIVE HUNDRED FIVE THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS (\$1,505,847)** for the period of **July 1, 2018 through June 30, 2024**, for all services performed pursuant to or in connection with this Agreement.

**3. Section V.** of the Agreement is hereby amended to read as follows:

**A.** All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County.

**B.** Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

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**4. Paragraph VIII.C** of the Agreement is hereby amended to read as follows:

**C. Information Security Incidents**

Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

Notification: The County/Contractor shall notify the other or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone or email to:

Charles Edgar, Health and Human Service Agency, Privacy Officer  
Phone: 530-661-2760  
Email: [Charles.Egbert@yolocounty.org](mailto:Charles.Egbert@yolocounty.org)

Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer  
Email: [Alberto.Lara@yolocounty.org](mailto:Alberto.Lara@yolocounty.org)  
Phone: 530-666-8149

Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer  
Email: [Lee.Gerney@yolocounty.org](mailto:Lee.Gerney@yolocounty.org)  
Phone: 530-406-5030

Erin Duffy  
Contracts Manager  
5815 Wall Street  
Dublin, Ohio 43017  
Phone: 419-302-6913  
Email: [Erin.Duffy@teamnorthwoods.com](mailto:Erin.Duffy@teamnorthwoods.com)

Cooperation: Each party shall cooperate in any investigations of information security incidents.

**5. Paragraph VIII.J** of the Agreement is hereby amended to read as follows:

**J.** In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by telephone at (530) 661-2945, or by email at [Nolan.Sullivan@yolocounty.org](mailto:Nolan.Sullivan@yolocounty.org) and by fax at (530) 661-2658.

**6. Paragraph X.A** of the Agreement is hereby amended to read as follows:

**A.** The term of this Agreement shall be from July 1, 2018 through June 30, 2024 unless sooner terminated as hereinafter provided.

**7. Section XI** of the Agreement is hereby amended to read as follows:

**XI. APPLICABLE LAWS**

**A.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of all governmental agencies having jurisdiction over the scope of services or any part hereof. All services performed by the Contractor must be in accordance with these laws, ordinances, codes and regulations. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government. Contractor shall indemnify and save the County harmless from any and all liability, liens, penalties and consequences from any non-compliance or violations of such

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laws, ordinances, codes and regulations, restrictions and conditions.

**B.** Contractor shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to provide the services required in this Agreement.

**C.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

**8. Section XIII.** of the Agreement is hereby amended to read as follows:

### **XIII. CONTRACTOR'S RESPONSIBILITIES**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** In addition, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or
2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

**C.** The Contractor must have a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and must maintain active and current profiles in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).

**9. Section XIV.** of the Agreement is hereby amended to read as follows:

### **XIV. INSURANCE**

**A.** During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
  - a. Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b. Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c. Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.

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**d. Professional Liability (Errors and Omissions)** (If applicable, see below)

**2. Minimum Limits (as applicable)** – Insurance coverage shall be with limits not less than the following:

- a. Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
- b. Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
- c. Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).
- d. Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**3. Other Insurance Provisions**

- a. Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy 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. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
- b. Primary Coverage** – Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- c. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.
- d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
  5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
  6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

10. Paragraph XVI.B. of the Agreement is hereby amended to read as follows:

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

**Contractor:**

[Erin.Duffy@teamnorthwoods.com](mailto:Erin.Duffy@teamnorthwoods.com)

**County:**

Contracts Unit:  
[HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)

Contract Administrator:  
[James.McMahon@yolocounty.org](mailto:James.McMahon@yolocounty.org)

11. Except as specifically amended by this Second Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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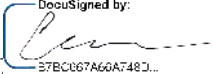
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**IN WITNESS WHEREOF** the Parties have executed this Second Amendment as of the day and year last set forth below.

**CONTRACTOR**

DocuSigned by:  
  
37BC167A66A748D...  
Gary A. Heinze, President/CEO  
Northwoods Consulting Partners, Inc.

Date: 6/1/2023

**COUNTY OF YOLO**

\_\_\_\_\_  
Oscar E. Villegas, Chair  
Board of Supervisors

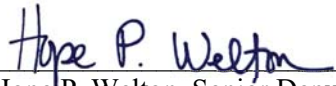
Date: \_\_\_\_\_

DocuSigned by:  
  
D196B33D5D3A146L...  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By:   
Hope P. Welton, Senior Deputy