

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made this 17th day of November, 2025 (the "Effective Date") between TruEd Consulting, LLC, a Delaware limited liability company with its principal place of business located at 2205 W 136th Ave, Suite: 106-320, Broomfield, Colorado 80023 ("TruEd", "we" or "our") and San Mateo County, with its principal place of business located at 500 County Center, 5th Floor Redwood City, CA 94063 ("Client", "you" or "your"). TruEd and Client may individually be referred to as a "Party" or together as the "Parties."

1. OUR SERVICES.

1.1 **Statement of Work.** We will provide the services and furnish the deliverables (the "Services") as specified in one or more Statements of Work (each, an "SOW") signed by both Parties and attached hereto, as may be modified in writing from time to time by mutual consent, each of which will incorporate all of the terms and conditions of this Agreement as though fully set forth therein. Each SOW is incorporated into this Agreement regardless of when each SOW is entered into by this reference and is made a part hereof as if fully set forth here. In the event of a conflict between any term of this Agreement and the terms of a SOW, the terms of this Agreement shall prevail unless the conflicting term specifically references the inconsistent term in this Agreement, in which case the conflicting term will control only for the limited purpose set forth in the SOW containing such term.

1.1.1 **Change Requests.** Changes to the scope of the Services shall be made only in a writing executed by authorized representatives of both Parties (a "Change Request"). The Parties will work in good faith to facilitate the Change Request. In the event of any mutually acceptable Change Request, we will promptly provide you with either a new SOW or an amendment to an existing SOW, each of which shall describe in detail the changes or modifications to the Services and the effect of executing such Change Request, as well as the costs of the Services to implement each Change Request, as well as any additional fees or terms. Changes to an existing SOW or any new SOW will not become effective until executed in writing by both Parties. Absent the execution of a new SOW or an amendment to an existing SOW, the Parties will continue to proceed to fulfill their obligations under the then-current SOW(s) then in force for the applicable Services.

1.1.2 **Technical Changes.** "Technical Changes" are changes initiated by either Party to accommodate design changes, and/or changes in requirements for interaction with third party products and suppliers, but that do not materially increase our costs of providing Services. Each Party shall reasonably accommodate Technical Changes initiated by the other Party, provided that neither Party shall initiate a Technical Change without first discussing the potential impact of the requested Technical Change with the other Party, and both Parties shall manage the process of effecting such Technical Changes in a manner to minimize disruption of end user functionality and/or our ability to proceed with the remainder of Services.

1.2 **Third Party Materials.** You understand that we do not license and/or provide third party materials including, but not limited to, third party software, hardware, tools, content, graphics, or other materials (collectively "Third Party Materials") as part of our Services under this Agreement. In the event that a portion of the Services requires the use of Third Party Materials, you confirm that you have already licensed or acquired or you agree to license or acquire such Third Party Materials directly from the third party provider and shall ensure that you have the right to provide us with access to and use of such Third Party Materials in the provision of our Services hereunder, and nothing herein shall relieve you of your obligation to secure rights for us to use or access the Third Party Materials.

1.3 **Independent Contractor Status.** We are an independent contractor and not your employee, agent, joint venturer, or partner and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, payroll, and other applicable employee withholdings. We assume no obligation or responsibility for your business or operations other than our performance of our obligations hereunder.

1.4 **Subcontractors.** We may subcontract the Services or part of the Services to a subcontractor provided that we shall be primarily responsible for the performance of the Services by any subcontractor. Nothing in this Agreement shall be construed to create a contractual relationship between you and any subcontractor, nor create any obligation for you to pay or to ensure payment of any money due to any subcontractor.

1.5 **Public Entity Affiliates.** This Agreement shall be applicable to you and to any other state or federal entity or agency (hereinafter "Public Entity Affiliate") in accordance with any federal, state, or local laws and regulations regarding cooperative procurement/purchasing that are applicable to the Services specified herein. A Public Entity Affiliate must enter into a separate Statement of Work with TruEd and such Statement of Work shall be governed by the terms and conditions set forth in this Agreement.

2. FEES AND EXPENSES.

2.1 Our fees and payment terms are set out in the applicable SOW. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices). Client's maximum fiscal obligation under each SOW pursuant to this Agreement will be set forth in the applicable SOW.

- 2.2 You acknowledge that where out-of-town personnel are assigned to any project on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be greater than one year), the associated compensatory tax costs applied to out-of-town travel and living expenses also shall be calculated on an individual basis, summarized, and assessed to such personnel. In such cases, the expenses for which you shall reimburse us hereunder shall be deemed to include the estimated incremental compensatory tax costs associated with the out-of-town travel and living expenses of our personnel, including tax gross-ups. We shall use reasonable efforts to limit such expenses.
- 2.3 Unless otherwise provided for in an SOW, all invoices for Services will be generated on a monthly basis in accordance with the terms and conditions provided for in the applicable SOW. All undisputed amounts owed by you to TruEd are due within thirty (30) days after your receipt of the invoice unless otherwise stated in an applicable SOW. We reserve the right, upon notice to you, to suspend Services if undisputed invoices are not paid within sixty (60) days of invoice date, in which event we will not be liable for any resulting loss, damage, or expense connected with such suspension. During any suspension of Services, you shall continue to incur any fees pursuant to any SOW then in effect. Upon payment of the outstanding balances by you or on your behalf, we shall immediately continue to provide the Services to you. You agree that you will not withhold payment of or for any undisputed fees or any other undisputed amount due to TruEd.
- 2.4 Interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is greater, will be applied to all late payments.
- 2.5 Payment is accepted in the form of ACH/Direct deposit.
- 2.6 In addition to the Fees payable as specified in any applicable SOW, you will reimburse TruEd for its actual out-of-pocket pre-approved expenses reasonably and necessarily incurred and approved by Client in advance in connection with the performance of the Services including, without limitation, travel expenses and, if applicable, the cost of licensing of any Third Party Materials. All pre-approved expenses will be reimbursed by you to TruEd within thirty (30) days of the TruEd submitting the request for reimbursement of the expenses in writing to you. Additional terms relating to reimbursement of travel expenses are set forth in Exhibit A.

3. TAXES.

- 3.1 You will be responsible for and agree to pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with our performance or your receipt of our Services, excluding taxes on our income generally.
- 3.2 If you are required by the laws of any foreign tax jurisdiction to withhold income or profits taxes from our payment, then the amount payable by you upon which the withholding is based shall be paid to us net of such withholding. You shall pay any such withholding to the applicable tax authority. However, if after one hundred and twenty (120) days of the withholding, you do not provide us with official tax certificates documenting remittance of the taxes, you shall pay us an amount equal to such withholding. The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against our corporation income tax. Each Party agrees to reasonably cooperate with the other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

4. CONFIDENTIALITY, PRIVACY.

- 4.1 With respect to the terms of this Agreement, any information supplied in connection with the Services under a SOW and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other agrees to protect the Confidential Information in a reasonable and appropriate manner, and use Confidential Information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order; or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits, and litigation.
- 4.2 Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing Party or upon termination or expiration of this Agreement; provided that the receiving Party may retain other archival copies for recordkeeping or quality assurance purposes and receiving Party shall make no unauthorized use of such copies. At the disclosing Party's request, the receiving Party will certify in writing that it has fully complied with its obligations under this Section 4.2.
- 4.3 We agree to use any personally identifiable information and data you provide us only for the purposes of the Services provided under the applicable SOW and as you direct, and we will not be liable for any third-party claims related to such use. You agree to

take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

- 4.4 Nothing herein shall be construed so as to prevent a disclosing Party from disclosing to others its own Confidential Information. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement.
- 4.5 We may use your name and logo on our website, social media channels, and marketing collateral subject to compliance with branding guidelines of Client. You shall have the right to revoke the rights granted to us under this Agreement to use your name and logo, and we will immediately cease using the applicable materials. Furthermore, we may use you as a reference to enhance our visibility and promote our work for you and our business in general. These considerations may be as follows: a) we may use your business name and logo (in the same manner used in your own marketing materials) in written materials identifying our clients and in other promotional materials; (b) we may identify you in a case study description of the general nature of the services that we provided for you (subject to your approval of content); or (c) we may identify you as a reference for prospective clients (provided that you shall not be obligated to comment in any way).
- 4.6 Notwithstanding anything to the contrary in this Agreement, TruEd acknowledges that Client is a public entity subject to the California Public Records Act (Cal. Govt. Code § 7920.000 et seq. (the "CPRA")), which provides generally that all records relating to a public agency's business are open to public inspection and copying unless exempted under the CPRA. TruEd agrees that, notwithstanding the provisions of this Agreement, to the extent that any of the matters required by this Agreement to be kept confidential are legally required to be made public, Client shall not be in violation of this Agreement or of any other obligations owed to TruEd for complying with such legal requirements. TruEd further acknowledges and hereby permits the disclosure by Client of price, cost and performance information (including the scope of services) and any contracts or proposed contracts or other agreements between Client and TruEd as may be necessary and advisable in Client's sole discretion in connection with compliance with the Brown Act (Cal. Gov't Code § 54950 et. seq.) or other public disclosure for approval of this Agreement or any other agreement with TruEd and any amendments thereto.

5. OUR DELIVERABLES AND YOUR LICENSE.

- 5.1 Any deliverables which are custom-developed specifically for you pursuant to this Agreement in an applicable SOW, shall be owned exclusively by you, provided that such deliverables will not include: (a) our work papers, proprietary information, processes, methodologies, know-how, tools, devices and software; and/or (b) any modifications, alterations, enhancements, extensions, configurations or derivative works made to our software (collectively referred to herein as "TruEd Property"). TruEd Property includes such information as existed prior to the delivery of Services and, to the extent such information is of general application, anything which we may discover, create, or develop during our provision of Services to you to which TruEd has intellectual property rights under applicable law. Upon payment of all applicable fees for the Services, we grant to you a fully paid, non-exclusive, non-transferable license to use the TruEd Property for your internal business purposes and for any other purpose that may be expressly stated in an applicable SOW. The TruEd Property may not otherwise be disclosed, published, or used in whole or in part for any other purpose. "TruEd Property" refers primarily to templates and intangible know-how that preexists the engagement which we will use, and hope to re-use. Such "TruEd Property" would not include any client confidential information.
- 5.2 TruEd Property and their structure, organization and source code constitute valuable trade secrets, Confidential Information and proprietary assets of TruEd and its affiliates and suppliers and are protected by U.S. and international intellectual property law, treaties, and agreements. TruEd owns all worldwide rights, title, and interest in and to the intellectual property rights embodied in our TruEd Property whether or not such TruEd Property is incorporated into any customer services or deliverables. Accordingly, you shall not: (a) sublicense, lease, sell, rent, loan or otherwise transfer (except as permitted pursuant to Sections 1.5 and 13.6) the TruEd Property to any third party; (b) analyze, decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code for the TruEd Property; or (c) otherwise use or copy the TruEd Property except as expressly allowed in Section 5.1 above.
- 5.3 The rights granted by us in Section 5.1 above do not include any rights in Third Party Materials. All Third Party Materials are subject to the terms and conditions of the applicable license or other agreement between you and the applicable third party provider.
- 5.4 You acknowledge that we provide services and/or deliverables to other clients that may be similar to the Services hereunder, and nothing under this Agreement or any applicable SOW shall be construed to prevent us from providing such services or deliverables to other clients.

6. PERFORMANCE MEASURES

- 6.1 The performance measures in this section are applicable to Phase 1 in the SOW. Performance measures for subsequent Phases will be collaboratively identified and agreed upon when creating the respective Project Charters for each phase.

- 6.2 Configuration: Required configurations based on the agreed scope of work, use cases, and detailed requirements (per the Requirements Matrix and Design Document mutually signed off by the County and TruGov at the end of the Foundations phase) are completed by 10/1/2026 or other deadlines agreed upon by the proposer and the County implementation team.
- 6.3 System Integration: Anaplan integrates bi-directionally with OFAS and Workday HR, including documentation of successful testing and validation.
- 6.4 Access: County's Anaplan System Administrators ("Model Builder") can access and perform administrative tasks in the platform, and all active users can access and use the platform by October 1, 2026, or based on a phased rollout for specific portions (use cases) of the budget cycle as agreed upon between the County and TruGov.
- 6.5 Training: Seventy-five percent (75%) of active users complete phased training sessions by the agreed upon dates by use case that will be determined and mutually agreed upon between the County and TruGov during pre-project planning and have completed assessments to measure understanding. Phased training sessions will be prioritized and focused on next steps required by users in the budget process (e.g. running reports for position control and Mid-Year + budget entry for Mid-Year then Recommended, etc.). Specific dates for users to complete phased training by use case will be determined during pre-project planning. Attendance and participation are the responsibility of each County user.

7 YOUR RESPONSIBILITIES.

- 7.1 To the extent applicable you will cooperate in providing us with office space, equipment, data, and access to your personnel as necessary to perform the Services. To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the Services. You also agree to cause your employees and contractors to reasonably cooperate with us.
- 7.2 You will designate an employee or employees within your senior management who will make or obtain all management decisions on a timely basis. You also agree to ensure that all assumptions set forth in an applicable SOW are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

8 WARRANTIES AND REPRESENTATIONS

- 8.1 Each Party represents and warrants that: (a) it has the full power and authority to enter into this Agreement; (b) this Agreement has been executed by a duly authorized representative of such Party and contains the valid and binding obligations and agreements of such Party, enforceable against such Party, in accordance with all of the terms contained herein, subject to applicable bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights; (c) all obligations to be performed hereunder will be performed with reasonable care, skill, and diligence; (d) it has all necessary and appropriate rights to fulfill its obligations hereunder; (e) it will use best efforts to comply at all times with all applicable laws and regulations of any jurisdiction in which the Party acts; and (f) its employees and agents will comply with all applicable policies and standards of the other Party related to the applicable Services.
- 8.2 We warrant that our Services will be performed with reasonable care in a diligent, timely, and competent manner. We represent and warrant that we own all rights, title and interest in and to the TrueEd Property, including all related intellectual property rights, and that the use of such TrueEd Property and/or the delivery of the Services do not infringe any intellectual property rights of any kind of any third party. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within thirty (30) days after the Services are delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.
- 8.3 We do not warrant and are not responsible for any Third Party Materials or services. Your sole and exclusive rights and remedies with respect to any Third Party Materials or services are against the third party provider and not against us.
- 8.4 You represent and warrant that you will comply with all specific laws, rules and regulations that you and your business are subject to with regard to the Services and shall inform us of any specific laws, rules, or regulations that you must abide by with regard to the applicable Services.
- 8.5 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN A SOW AND TO THE EXTENT ALLOWED BY LAW, THE WARRANTIES CONTAINED IN SECTIONS 7.1 and 7.2 ABOVE IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS,

EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF TRADE, DEALING, OR PERFORMANCE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9 LIABILITY AND INDEMNIFICATION.

- 9.1 Each Party ("the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against all loss, damage, suits, liabilities, costs and expenses (including attorney's fees), of every kind, nature and description arising out of or in any way connected with the Indemnifying Party's obligations under this Agreement, subject to any and all immunities, rights and liability limitations for Client as a public entity under the laws of the State of California..
- 9.2 The indemnities in this Section 8 are contingent upon: (a) the indemnified Party promptly notifying the indemnifying Party in writing of any claim which may give rise to a claim for indemnification hereunder, provided, however, that failure to provide such notice shall not relieve the indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; (b) the indemnifying Party being allowed to control the defense and settlement of such claim; and (c) the indemnified Party cooperating with all reasonable requests of the indemnifying Party (at the indemnifying Party's expense) in defending or settling a claim. The indemnified Party will have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. Neither Party shall make any settlement of any claims that may give rise to liability of the other Party hereto without the prior written consent of the other Party.
- 9.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OR LOSS (NOR ANY LOST PROFITS, SAVINGS, OR BUSINESS OPPORTUNITY). FURTHER, OUR LIABILITY RELATING TO THIS AGREEMENT (REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, OR OTHERWISE) WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE FEES PAID OR PAYABLE TO US FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING NOTICE OF THE CLAIM, OR ANY AMOUNTS PAYABLE UNDER INSURANCE REQUIRED UNDER THIS AGREEMENT, FURTHER PROVIDED THAT THESE LIMITATIONS SHALL NOT APPLY TO (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9.1 AND 9.2; (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (C) CLIENT'S OBLIGATION TO PAY THE FEES AND EXPENSES PURSUANT TO AN APPLICABLE SOW; OR (D) ANY OTHER LIABILITY TO THE EXTENT THAT LIABILITY MAY NOT BE LIMITED AS A MATTER OF APPLICABLE LAW.

10 INSURANCE

- 10.1 During the term of this Agreement TruEd shall, at its sole cost and expense, maintain policies of at least the following insurance coverage and amounts:
- (A) Commercial General Liability Insurance with a combined bodily injury (including death), personal injury, and property damage limit of at least \$2,000,000 per occurrence;
 - (B) Workers' Compensation Insurance as required by applicable law for all employees engaged in Services under this Agreement and Employers' Liability Insurance with a limit of at least \$2,000,000 for each occurrence for all such employees not otherwise protected by Workers' Compensation insurance;
 - (C) Professional Liability (Errors and Omissions) Insurance with limits of no less than \$3,000,000 per occurrence; and
 - (D) Cyber Liability Insurance covering TruEd for cyber liability and network security in the event of a breach of confidentiality or credit injury with limits of no less than \$2,000,000.
- 10.2 The Commercial General Liability policy shall include the Client as an additional insured in connection with the Services.

11. TERM AND TERMINATION.

- 11.1 **Term.** The term of this Agreement commences on the Effective Date and continues until terminated, pursuant to the termination requirements as set forth hereinbelow (hereinafter referred to as the "Term"). Each SOW pursuant to this Agreement shall become effective as of the date specified in the SOW and will continue for the term set forth in the SOW and will be subject to any renewal option or terms, as specified in the SOW unless terminated pursuant to the provisions outlined in this Section 10 of this Agreement.
- 11.2 **Termination.** Either Party may terminate this Agreement and any SOW for breach if, within thirty (30) days' written notice detailing the nature of the breach, the breaching Party fails to cure a material breach of this Agreement. To the extent you terminate the

Agreement for breach, you will pay us for all conforming Services that were rendered up until the effective date of termination and for all reasonable expenses incurred by us up until the effective date of the termination. Either Party may, at its option and upon written notice to the other Party, terminate the Agreement, effective immediately, should the other Party: (i) terminate or suspend its business activities; (ii) become insolvent, institute bankruptcy proceedings or consent to the filing of a petition of bankruptcy; (iii) admit in writing its inability to pay its debts generally as they become due; (iv) make a general assignment for the benefit of its creditors; (v) seek reorganization under any bankruptcy act, or consent to the filing of such petition; (vi) have a decree entered against it appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such Party's property or providing for the liquidation of such Party's property or business affairs, provided such decree is not dismissed within forty-five (45) days; or (vii) fail to give the other Party adequate assurances, upon request, of its financial and actual ability to fully and timely perform all of its obligations hereunder; or (viii) in the event funds are not appropriated for the continued funding of the Agreement.

- 11.3 In the event no current SOWs are in effect, either Party may terminate this Agreement for convenience on thirty (30) days' written notice.

12. **NON-SOLICITATION. INTENTIONALLY OMITTED**

13. **BOOKS AND RECORDS.**

13.1 Subject to any additional terms or lengthier periods that apply under **Exhibit A**, TruEd shall maintain complete and accurate records relating to the provision of the Services under this Agreement and any SOW during the Term and for two (2) years thereafter. Client shall have the right during normal business hours to examine TruEd's records exclusively related to expenditures on behalf of Client's business, as well as any and all contracts, correspondence, books and other sources of information relating solely to Client's business or the Services provided to Client. Client shall notify TruEd at least ten (10) business days in advance of any such requested examination to ensure that such records are made available to Client at TruEd's premises. Any such examination pursuant to this Section 13.1 may not occur more than once per calendar year

14. **GENERAL.**

14.1 **Entire Agreement.** This Agreement together with all SOWs, including all of their attachments: (a) constitute the entire understanding and agreement between us with respect to the Services described in this Agreement and any SOW; (b) supersede all prior oral and written communications between us; and (c) may be amended, modified, or changed only in a writing when signed by both Parties. The Parties acknowledge that they may be a party to a software license or hosting agreement and that the terms of this Agreement shall not supersede any such agreements.

14.2 **Force Majeure.** Neither Party will be liable for any delays or failures in performance due to circumstances beyond our reasonable control. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, including but not limited to acts of god, acts of war, breaches of the peace, acts of terrorism or threatened acts of terrorism, riots, civil disturbances, pandemics, labor disturbances, strikes, lockouts, failure of a telecommunications or power carrier to provide adequate service, inadequacy or failure of a carrier or shipper, governmental regulations or interference, or any similar or dissimilar causes beyond the reasonable control of a Party, the Party affected in its performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence. However, should the affected Party's inability to perform continue for a period of thirty (30) days or more, the other Party may terminate this Agreement by providing ten (10) days' prior written notice to the affected Party.

14.3 **Survival.** The terms of this Agreement which relate to Confidentiality, Publicity, (Section 4), Our Deliverables and Your License (Section 5), Liability and Indemnification (Section 8), Non-Solicitation (Section 11), and Fees and Expenses (Section 2) shall survive its expiration or termination.

14.4 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14.5 **Notices.** All notices required under this Agreement shall be given in writing and delivered to the receiving Party at its respective address set forth below by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), (iii) email to the recipient's email address as specified below; or (iv) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Any Party may change its address set forth below by written notice to the other Party in accordance with the terms.

If to Client:

San Mateo County

500 County Center
5th Floor

Redwood City, CA 94063

Attn: Roberto Manchia

Email: rmanchia@smcgov.org

If to TruEd:

TruEd Consulting, Inc.

2205 W 136th Ave
Suite: 106-320Broomfield, Colorado 80023

Attn: Legal Notices

Email: legalnotices@truedconsulting.com

- 14.6 **Assignment**. This Agreement, and the rights and obligations hereunder, may not be assigned, transferred and/or delegated in whole or in part by either Party, except to a successor to all or substantially all of either Party's business, without the prior written consent of the other Party, which may not be unreasonably withheld by operation of law or otherwise. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions will be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the Parties hereto. Notwithstanding the foregoing, Client shall have the right to assign its rights and obligations hereunder to any state or federal entity or agency, in accordance with any federal, state or local laws and regulations regarding cooperative procurement including, but not limited to, bidding requirements that are applicable to the Services specified herein. Such assignment shall be in conjunction with the execution of a separate Statement of Work executed by the state or federal entity or agency and TruEd.
- 14.7 **Governing Law and Jurisdiction**. This Agreement and any SOW hereunder shall be governed by the laws of the State of California and without regard to conflicts of laws rules and provisions. The Parties hereby consent to jurisdiction and venue in the state and federal courts sitting in the County of San Mateo, State of California. The Parties expressly waive any right to bring an action in any other jurisdiction or venue.
- 14.8 **Contract Interpretation**. If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.
- 14.9 **Third Party Beneficiaries**. Notwithstanding the provisions of Sections 1.5 and 13.6, this Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action, or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.
- 14.10 **Additional Documents and Acts**. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by it.
- 14.11 **Counterparts**. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.
- 14.12 **Headings**. Captions and headings contained in this Agreement have been included for ease of reference and convenience and will not be considered in interpreting or construing this Agreement.
- 14.13 **Additional Terms**. The Parties understand and agree to the additional terms and conditions set forth in **Exhibit A**, which is attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

TruEd Consulting, Inc.

Signed By:	<i>Wayland Ng</i>
Print Name:	Wayland Ng
Title:	Managing
Date:	2025-10-21
	Partner

CLIENT

Signed By:	
Print Name:	
Title:	
Date:	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
VTVWP-OC4DG-4MDS3-J7TRU

DOCUMENT COMPLETED BY ALL PARTIES ON
21 OCT 2025 20:56:15
UTC

SIGNER

WAYLAND NG

EMAIL
WNG@TRUEDCONSULTING.COM

TIMESTAMP

SENT
21 OCT 2025 20:54:52

VIEWED
21 OCT 2025 20:55:18

SIGNED
21 OCT 2025 20:56:15

SIGNATURE



IP ADDRESS
98.113.18.172

LOCATION
EAST NORTHPORT, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
21 OCT 2025 20:55:18



TRUED MSA EXHIBIT A - ADDITIONAL TERMS

1. Cooperative Agreement (Piggyback)

Per the County of San Mateo's competitive solicitation, RFP No. 2025-RFP-00390, this MSA is based on a competitive solicitation that was conducted as a Cooperative Procurement. The services, terms and conditions of this agreement resulting from this solicitation may be used by other organizations as a Cooperative Agreement, if and to the extent permitted under the policies of such organizations and applicable law and subject to such organizations' own terms, conditions and approvals.

This provision in no way commits any affiliate to procure services from any awarded contractor, nor does it guarantee that any additional orders will result.

2. Compliance With Laws

All Services to be performed by TruEd pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal, State or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such Services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

TruEd will timely and accurately complete, sign, and submit all necessary documentation of compliance.

3. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any Services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

TruEd shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. TruEd's equal employment policies shall be made available to Client upon request.

c. Section 504 of the Rehabilitation Act of 1973

TruEd shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with Client's Equal Benefits Ordinance

TruEd shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the TruEd employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and TruEd and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

TruEd certifies that no finding of discrimination has been issued in the past 365 days against TruEd by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against TruEd within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, TruEd shall provide Client with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the Client.

g. Reporting; Violation of Non-discrimination Provisions

TruEd shall also report to the Client the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to Client shall include a general description of the allegations and the nature of specific claims being asserted. TruEd shall provide Client with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update Client regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may subject TruEd to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of TruEd from being considered for or being awarded a County contract for a period of up to three (3) years; and/or
- iii. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to TruEd under this Agreement or any other agreement between TruEd and Client.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, TruEd certifies all contractor(s) and subcontractor(s) obligated under this Agreement shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

4. Compliance with Client Employee Jury Service Ordinance

TruEd shall comply with Chapter 2.85 of the San Mateo County Ordinance Code, which states that TruEd shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from TruEd, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with TruEd or that TruEd may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, TruEd certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if TruEd has no employees in San Mateo County, it is sufficient for TruEd to provide the following written statement to Client: "For purposes of San Mateo County's jury service ordinance, TruEd certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, TruEd shall adopt a policy that complies with Chapter 2.85 of the Client's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value exceeds two-hundred thousand dollars (\$200,000); TruEd acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

5. Retention of Records; Right to Monitor and Audit

(a) TruEd shall maintain all required records relating to Services provided under this Agreement for three (3) years after Client makes final payment and all other pending matters are closed, and TruEd shall be subject to the examination and/or audit by Client, a Federal grantor agency, and the State of California.

(b) TruEd shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by Client.

(c) TruEd agrees upon reasonable notice to provide to Client, to any Federal or State department having monitoring or review authority, to Client's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of Services performed.

5. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to TruEd for travel, lodging, and other related expenses as defined in this Section, TruEd shall comply with the terms of this Section in order to be reimbursed for travel.

a. Estimated travel expenses must be submitted to authorized Client personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the Client.
- c. Unless otherwise specified in this Section, Client will reimburse TruEd for reimbursable travel expenses for days when Services were provided to Client. TruEd must substantiate in writing to the Client the actual Services rendered and the specific dates. Client will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to Client, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized Client personnel.
- d. Unless otherwise specified within the Agreement, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of TruEd's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for TruEd's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). Client policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the Client). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized Client personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The Client will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

MSA EXHIBIT B – SCOPE OF WORK

I. Introduction

This Statement of Work that outlines the tasks, services and deliverables that will be completed by TruGov Consulting, LLC (“TruGov”) for the County of San Mateo (“County”, “Client”) in the four phases of implementation of Anaplan budget system software for the County's budgeting and financial planning processes integrated with the County's existing accounting system, Central Square's One Finance and Accounting Solution (OFAS), the existing personnel management platform, Workday, and publish an online budget with print budget book publishing for each of the four portions of the County budget cycle: Recommended Budget, September revisions, Adopted Budget (including State Schedules 5-9), and Mid-Year report, as further specified herein, subject to the scope and effort distribution between TruGov and the County, as set forth herein.

The term of the Scope of Work shall be from November 17, 2025 through October 31, 2029 (the “Term”). The parties agree to cooperate to manage scope collaboratively and in good faith, balancing requirements against agreed goals, resources, budget, and timeline.

II. Scope of Work

1. Phase 1 [Note 1]

a. Operating Budget Development

i. Custom workflows for budget entry and reporting

1. Current Level Budget (CLB)
2. Recommended Level Budget (RLB)
3. Track and appropriate Fund Balance
4. Functionality that allows Departments to submit budget requests for review and approval by the Budget Office
5. Functionality that allows Departments to submit Fund Balance rollover requests for review and approval by the Budget Office
6. Functionality that allows Departments to submit position addition requests for review and approval by the Budget Office
7. Budget monitoring with automated alerts to avoid budget blocks
8. Automated messaging to Departments on dates/important reminders

b. Position Budget Development

- i. Integration with Workday to load position information automatically, on a regular schedule
- ii. Track position changes, including cost, over time
- iii. Full integration of position control data with budget data
- iv. Sub Unit/Org changes for Departments in position control processes and budget
- v. Voluntary Time Off (VTO) and future change requests in position control
- vi. Export data from the budget system to load in Workday

c. Data Integration and Data Hub

- i. Support for long-term data archiving and report access
- ii. Anaplan bi-directional integration with OFAS and Workday HR

d. Reporting and Dashboards

- i. Provide a way for images and data visualizations to be included in budget publications
- ii. Retention of historical data and ability to compare across years (up to 10 years)
- iii. Publish State Controller's Schedules 5-9
- iv. Export functionality to popular formats (PDF, Excel, CSV)

e. Budget Book Publishing

- i. Publish a California State Controller's Office and GFOA compliant budget book using built-in publication capabilities

1. Recommended Budget

a. 2 Year Full Cycle

- i. Customizable sections of budget publications (Sections A and B)
- ii. Department overviews, mission statements
- iii. Department Performance Measures (2 Year Full Cycle)

- iv. Publish disaggregated data associated with Department Performance Measures
 - v. Budget Unit Summary tables
 - vi. Decision packages
 - b. 1 Year Mid-Term Cycle
 - c. Customizable sections of budget publications (Sections A and B)
 - d. Department overviews, mission statements
 - e. Budget Unit Summary tables
 - f. Decision packages
- 2. September revisions
 - a. 2 Year Full Cycle
 - b. 1 Year Mid-Term Cycle
- 3. Adopted Budget (annually) / State Controller Schedules (Schedules 5-9)
 - ii. Mid-Year Report (annually) Provide a way for images and data visualizations to be included in budget publications
 - iii. Other customizable content for Departments and Budget Units in budget publications
- f. Departmental Mid-Year Forecasting
 - i. Based on default data and methodologies
- g. Publish State Schedules 5-9
- h. Capital Budget (Standardized application and process for Phase 1)
 - i. Ability to track Capital projects budgets
 - 1. Single capital budget application for all participating departments
- i. Net County Cost target calculations
- j. Other

- i. Single sign-on using SAML v2.0 with integration to the County's Identity and Authentication Management platform, Okta, and layered access for enhanced security
- ii. Annual rollovers into the new Fiscal Year
- iii. Application Environments
 - 1. The County will have three (3) environments:
 - a. Development
 - b. Test
 - c. Production
 - 2. Application Lifecycle Management (ALM) will be implemented to manage the syncing of changes across environments.

2. Phase 2 ^[Note 1]

- a. Center of Excellence (COE) Workstreams for Year 1 ^[Note 2]
 - i. Six workstreams
 - 1. Development of COE
 - 2. Develop and maintain best practices
 - 3. Develop and execute framework for routine tasks
 - 4. Development, design, implementation of new uses cases
 - 5. Strategic advisory
 - 6. Ongoing Support
 - ii. Build, Operate, and Transfer (BOT) strategy
- b. Data Integration with External Sources (Phase 2) ^[Note 4]
- c. Department Service Charge Development and Application
 - i. Develop and use an accurate list of chargeable Sub Units
- d. Long-Range Financial Forecasting
- e. Automated User Provision and Access Solution
 - i. Bulk user management and integrated task support for admins
- f. Artificial Intelligence Phase 2 ^[Note 3]

- g. PlanIQ/Forecaster (implement with Long-Range Financial Forecasting)
 - i. PlanIQ/Forecaster - e.g., property tax analysis, Measure K, local sales tax
 - h. Measure K Budget, Requests, Tracking and Dashboarding
 - i. Reporting and Dashboards (Phase 2)
 - j. Deploying new Anaplan platform features and functionality, based on Anaplan's product roadmap (Phase 2) ^[Note 5]
3. Phase 3 ^[Note 1]
- a. Center of Excellence (COE) Workstreams for Year 2 ^[Note 2]
 - i. Six workstreams
 - 1. Development of COE
 - 2. Develop and maintain best practices
 - 3. Develop and execute framework for routine task
 - 4. Development, design, implementation of new uses cases
 - 5. Strategic advisory
 - 6. Ongoing Support
 - ii. Build, Operate, and Transfer (BOT) strategy
 - b. Capital Budget (Department-specific application for five departments)
 - i. ISD (IT)
 - ii. Project Development Unit
 - iii. Parks
 - iv. Public Works
 - v. Non-departmental Services
 - c. Data Integration with External Sources (Phase 3) ^[Note 4]
 - d. Artificial Intelligence (Phase 3) ^[Note 3]
 - e. Deploying new Anaplan platform features and functionality, based on Anaplan's product roadmap (Phase 2) ^[Note 5]
4. Phase 4 ^[Note 1]

- a. COE Workstreams Year 3 ^[Note 2]
 - i. Six workstreams
 - 1. Development of COE
 - 2. Develop and maintain best practices
 - 3. Develop and execute framework for routine task
 - 4. Development, design, implementation of new uses cases
 - 5. Strategic advisory
 - 6. Ongoing Support
 - ii. Build, Operate, and Transfer (BOT) strategy
- b. Children, Youth, and Families Budget Development
- c. Children, Youth, and Families Budget Book Publishing
- d. State Controller Schedules (Schedules 1-4 and 10-15)
 - i. Process to develop and publish State Schedules 1-4 and 10-15
- e. Data Integration with External Sources (Phase 4) ^[Note 4]
- f. Reporting and Dashboards (Phase 4)
- g. Artificial Intelligence Phase 4 ^[Note 3]
- h. Deploying new Anaplan platform features and functionality, based on Anaplan's product roadmap (Phase 2) ^[Note 5]
- 5. Expanded Functionality
 - a. Scenario-based budgeting
 - b. Government Finance Officers Association (GFOA) award criteria analysis
 - c. Ad hoc automation of manual budget entries
 - d. Forecasting tools using custom forecast methodologies
- 6. System Integration ^[Note 4]
 - a. Full compatibility using flat files and/or application programming interfaces (APIs) with external systems: Workday and OFAS
 - b. Automated quality control and reporting for data imports
 - c. Operational diagrams of any system integration that describe data flow

7. Data Management

- a. Data validation and audit functions to ensure accuracy
- b. History tracking for budget changes and rationale for ease of auditing
- c. Data storage policy (please reference Anaplan SaaS Subscription Agreement executed between Anaplan and the County for data storage policies)

8. Technical Standards

- a. Compliance with industry standards for security, including ISO 27001

9. Artificial/Business Intelligence (AI/BI) ^[Note 3]

- a. Writing and editing assistance
- b. Automated summarization and visualization of budget changes
- c. Automated insights and prompts for updates
- d. Regular updates on AI program investment progress and anticipated availability of features in our implementation

Note 1: Scope Management and Prioritization

The requirements within this scope will be prioritized using the MoSCoW Method, which categorizes items as Must Have, Should Have, Could Have, or Won't Have. This framework provides clarity for stakeholders, prevents scope creep, aligns delivery to business value, and supports an agile, phased implementation aligned with the County's required go-live dates. Both the County and TruGov will cooperate to manage scope collaboratively to ensure delivery of a high-quality solution within agreed timelines, resources, and budget.

Note 2: Center of Excellence

The COE is a **3-year Transformation and Innovation Program** that will take place post Phase 1.

- Phase 2 = Year 1 COE
- Phase 3 = Year 2 COE
- Phase 4 = Year 3 COE

The COE supports the County's implementation of a best-in-class Comprehensive Budget System that leads with innovation as the overarching objective. Based on TruGov's experience with prior implementations, TruGov's proven COE strategy maximizes success, return on investment (ROI), and user adoption, while incorporating TruGov's **Build, Operate, and Transfer (BOT)** strategy.

A **BOT** strategy is a strategic partnership model whereby TruGov builds the Anaplan platform, operates it for a defined period to ensure stability and performance, and then **transfers** full ownership and control to the County.

2.1 - COE Workstreams

Center of Excellence (COE) – Transformation and Innovation Program			
#	Workstream	Description	Impact
1	Development of COE	A centralized framework and team that will lead, manage, and optimize the use of existing Anaplan models and new models across various departments and functions. The COE serves as a strategic hub, aligning planning capabilities with organizational goals, whether in budgeting, operational planning, or resource management. The COE's purpose is to enhance data-driven decision-making across departments, ensuring that each part of the organization benefits from a consistent, best-practice approach to Anaplan's tools.	Effort in establishing the COE and providing strategic and operational deliverables. - Phase I – Vision and Foundation - Phase II – Development and Structuring - Phase III – Implementation and scaling while developing performance KPI's within the Anaplan solution, models for feedback loops, and development of systems to track adoption, satisfaction, and effectiveness. - Phase IV - Optimization and Development by expanded detailed training programs using various media including Documentation, system documentation, End user walkthrough trainings, and documentation that encourages cross department collaboration to use Anaplan as a strategic decision-making tool across the organization.
2	Develop and maintain best practices	Develop and maintain best practices of the COE to ensure efficiency, consistency, and continuous innovation.	- Develop monthly report for system health and resolutions and user feedback - Develop a resource library of training material, documentation for each use case. - Develop governance documentation, role maps, access management dashboard, model architecture. - Develop maintenance logs, data reconciliation reports and validation reports for data accuracy
3	Develop and Execute framework for routine task	Monitoring and resolving issues, optimizing performance, managing data and access, providing training, and maintaining up-to-date resources to ensure accuracy and best practices across users.	- Monitor anomalies, or issues and prioritize for quick resolution. - Conduct or develop training when new functionalities or use cases are introduced - Review model access and data governance changes. - Optimization and audits on model to improve system load. - Oversee updates to data, validate accuracy, and ensure flagged issues are remediated. - Update knowledge resources to maintain easy access based on user type – leadership, end users, admin, and ensure best practices are followed.

			Note: Ongoing support covering general support including issues and questions is included in Workstream #6 (Ongoing support) and is excluded from Workstream #3.
4	Development, design, implementation of new uses cases	Create and execute on a strategic road map of solutions and ensure alignment with organizational needs. Development of new uses cases (<i>as specified in Phases 2-4 within this Scope of Work document</i>), that can be reprioritized based on time, priorities, and leadership direction.	- Create and execute on a strategic road map of solutions and ensure alignment with organizational needs. - Define goals, timelines, resources, for each use case and hold regular leadership meetings to provide update. - Develop all new required documentation and provide progress reports. - Provide UAT, training, deployment plans, and post go live support for all use cases as defined as in scope and delivered. - Use cases will be defined based on strategic advisory and can be swapped or reprioritized based on level of effort (LOE) for each use case. - Detailed scoping for each new use case. - Determination on which use cases will be developed and development prioritization will be defined during strategic advisory sessions. - TruGov and the Client will jointly determine the use case prioritization (as shown in phases 2-4), and which use cases will be developed. - Note: Ongoing support covering general support including issues and questions is included in Workstream #6 (Ongoing support) and is excluded from Workstream #4. - New functionality and features and any requested enhancements/changes to existing use cases deployed in prior phases as requested by the County may be included and prioritized within COE Workstream #4 (Development, design, implementation of new uses cases) as part of creating the Project Charter in each year of COE years 1-3.
5	Strategic Advisory	Serves as high level consultative resource for County leadership. This role bridges the gap between Anaplan's technical functionalities and the strategic priorities of the organization. This will allow for alignment, operational efficiencies, strategic planning, and measurable impacts.	- Executive alignment and roadmap assessment - Regular meetings with leadership to understand strategic priorities or various initiatives. - Strategize optimal board reports, leadership dashboards and insight and advisory to organizational challenges.

			Quarterly strategic reviews of COE progress, use case performance, and alignment on future priorities.
6	Ongoing Support	Ongoing support covering general support, specifically issues and questions pertaining to use cases previously deployed.	- Covers general support, specifically issue and questions pertaining to use cases previously deployed - Up to 40 hours/month for 12 months per year; unused hours do not roll forward each month or each year - Ongoing support excludes new development (new use cases and any requested enhancements/changes to existing use cases in prior phases)

2.2 - Scope and Effort Distribution

The scope includes joint effort for the development of certain use cases as described below. Development and Execution Effort will be combined for all phases and all work, with year 1 being heavier on TruGov, Year 2 equally distributed, Year 3 more heavily developed by the County team, with the support of TruGov. This effort distribution approach aligns with TruGov's Build, Operate, and Transfer strategy.

Workstream	Year 1 distribution TruGov/County	Year 2 distribution TruGov/County	Year 3 distribution TruGov/County
1. Development of COE	75/25	50/50	25/75
2. Develop and maintain best practices	75/25	50/50	25/75
3. Develop and Execute framework for routine task	75/25	50/50	25/75
4. Development, design, implementation of new uses cases (including any requested enhancements/changes to existing use cases in prior phases)	95/5	95/5	95/5
5. Strategic Advisory	95/5	95/5	95/5
6. Ongoing Support	90/10	90/10	90/10

TruGov will collaborate on the overall effort use case development effort distribution across the TruGov and Client teams. TruGov will task work on the development of use cases to the TruGov team as well as to the Client model builders. TruGov and the Client will collaborate on overall effort distribution.

Additional assumptions on allocated effort:

- TruGov and the Client will jointly agree on which tasks will be completed by the Client for each use case identified to be developed

- TruGov/County COE work tasks will be assigned by the TruGov Project Lead and TruGov Senior Architect. Work will be distributed to the TruGov and County model builders and financial analysis team.
- Testing and issue remediation on development work completed by the Client will be the responsibility of the TruGov/County COE team.
- All uses cases will be scoped, documented, and prioritized in the Project Charter each year, based on the total available time and the defined number of uses cases annually, including any requested changes/enhancements to use cases previously deployed in prior phases, new functionality and features deployed by Anaplan in its platform, including AI features.
- An additional change order may be required for any changes to the distribution of effort across the use cases in which it is determined that TruGov will take on more of the development responsibility than agreed upon in this change order.

2.3 - Effort Prioritization and Timeline

TruGov and the Client will jointly agree on the prioritization of use cases, however the TruGov COE lead and SA will determine the design (in collaboration with Client) and the final deliverable with a final review by the client. If additional hours are needed for certain use cases, or if the Client requests additional work to be done on any of the use cases described above, TruGov and the Client may jointly agree to one or more of the following:

1. De-scope lower priority use cases (including requested changes/enhancements to existing use cases, new functionality and features deployed by Anaplan in its platform including AI features) described above to utilize additional effort for higher priority use cases. In this situation, an additional change order would be executed to document the de-scoped use cases.
2. Re-prioritize the order of delivery.
3. Allow the Client project team to develop the work or use cases.

2.4 – Ongoing Support (Workstream #6)

This following provides an overview of our support services for the County, reviews TruGov's standard support processes, and provides details on hours included in this service.

- Hours of Support: 7am-5pm PST M-F
- Level of Support: 40 hours per month for 12 months (for each year of the COE)

For ongoing support hours over 40 hours per month, time and materials billing will be applied. The following are the hourly rates by role for COE years 1-3. Hourly rates by role for years beyond COE years 1-3 will include a 3% uplift per year (i.e., COE Year 4 Rate, etc.).

Role	COE Year 1 Rate	COE Year 2 Rate	COE Year 3 Rate
Engagement Director	\$300.00	\$309.00	\$318.27
Solution Architect	\$300.00	\$309.00	\$318.27
Project Lead	\$275.00	\$283.25	\$291.75
Project Manager	\$225.00	\$231.75	\$238.70
Lead Model Builder	\$200.00	\$206.00	\$212.18
Model Builder	\$175.00	\$180.25	\$185.66
Technical Integration Architect	\$275.00	\$283.25	\$291.75

TruGov will provide support for ongoing maintenance and routine updates to ensure the ongoing operation of the existing Anaplan models leveraged by Client. This support will be provided by TruGov available resources at the time of support request. The TruGov support team will work to answer any questions and resolve any issues in a timely manner but does not guarantee resolution of said issues.

All services provided by TruGov shall be in regard to questions or updates to the continuing, ongoing maintenance and health of Client's current environment as well as any training described. Any items deemed enhancements to existing use cases or new use case development will be handled through the County's COE with TruGov in Workstream #4, outside the scope of this Ongoing Support workstream.

Support Contact

Client may contact TruGov via email or phone. As requested, Client will provide as much information as reasonably possible to assist with the verification and resolution of any errors related to the Models. Client will provide reasonably requested assistance to allow TruGov to verify error and develop a solution.

Responsibilities

Client will at all times provide TruGov access to the system on which the Models are run, including remote access, all information requested about the Models and the system on which they are run and other reasonable information and assistance which TruGov may request in the performance of its duties under this agreement. TruGov will comply with reasonable security procedures required by Client, and will access Client's system solely for the purpose of providing Support Services.

Service Level Agreement

Issue Type	Examples by Issue Type	Response Time*
P1 Critical Support	• Users unable to access model / app • Critical process errors • Data loss/missing • Users see data they should not see	< 2 hours
P2 Standard Support	• Non-critical process errors • New user/new role requests • Dashboard/Page not working properly (filtering, etc...) • Rollover issues • Performance • Basic model management (archiving, copying)	< 4 hours
P3 Enhancement Request	• New dashboards, models, lists, actions • Calculation changes • New data integration (inbound/outbound) • New/alternate hierarchies • Model clean up & documentation • Size reduction & performance optimization	< 2 days
P4 Enablement Request	• Additional training requests • Request for office hours • Technical tips & tricks • New feature training	< 2 days
P5 General Question	• Any non-critical general question not covered in other categories	< 2 days

**Note response time refers to the time period in which the Client may expect to receive an initial response from TruGov with a solution or a timeline for resolving the request.*

Vendor Liaison

If the reported problem is found or believed to be Anaplan product-related, TruGov will notify Client at that time. TruGov is not responsible for the resolution of any product related defect. TruGov will work with Client to assist in the process and to help document the issue but ultimate responsibility of the resolution remains with the Client and Anaplan.

Note 3: Artificial Intelligence

Deployment of Artificial Intelligence (AI) functionality and features will be dependent on Anaplan's product roadmap, including but not limited to timing of General Availability (GA), applicability to the County's use cases and processes, and reasonable feasibility to implement to the County's existing and new use cases in Anaplan. Further, Anaplan's product roadmap provided is informational only and Anaplan does not commit to its planned roadmap.

Anaplan AI platform functionality and features will be used by the County in accordance with the County's AI policy. The County's AI checklist and form is internal to the County.

AI functionality and features that are adopted by the County within the Anaplan platform overtime, are intended to assist the efficiency and effectiveness with its budgeting and financial planning processes (e.g., streamline budget entry, reduce the amount of time it

takes to produce the budget books, reducing errors through verification and validation of data).

New functionality and features requested by the County may be included and prioritized within COE Workstream #4 (Development, design, implementation of new uses cases) as part of creating the Project Charter in each year of COE years 1-3.

Note 4: Data Integration with External Sources

Data integration source and target systems to be assessed and prioritized for delivery in phases 2-4 based on top priorities, as determined by the County in its discretion. The County and TruGov will be fair and reasonable with the number of system integrations with Anaplan that will be delivered within phases 2-4.

Note 5: Anaplan's Product Roadmap – New Functionality and Features

Anaplan continually evolves its platform, including new functionality and features. Deployment of newly available capabilities will be prioritized with proposed phasing schedules for new features. Any such new functionality and features released by Anaplan will require the County to maintain the appropriate Anaplan software licensing, including licensing for extended platform functionalities, if applicable. New functionality and features requested by the County may be included and prioritized within COE Workstream #4 (Development, design, implementation of new uses cases) as part of creating the Project Charter in each year of COE years 1-3.

MSA EXHIBIT C – Payment Schedule

Table 1: Total Professional Fees and Travel Expenses Budget					
Phase #	Phase 1	Phase 2	Phase 3	Phase 4	Total
Phase Description	Initial Deployment	COE Year 1	COE Year 2	COE Year 3	
Professional Fees	\$1,338,500	1,300,000	\$1,200,000	\$1,100,000	\$4,938,500
Professional Fees Contract Type	Time & Materials	Fixed Fee	Fixed Fee	Fixed Fee	
Travel Expenses	Note 1				\$200,000
Not to Exceed (NTE)	Not to exceed without prior approval from the County				
Payment Terms	Net 30 – Payment due within 30 days of the date the County reviews and approves an uncontested invoice. The County shall use reasonable efforts to review and either approve or contest any invoice within ten (30) calendar days of receipt. If any portion is disputed, the County shall provide written notice identifying the items in question, and the parties shall work in good faith to resolve the matter. Undisputed amounts shall be payable per the Net 30 term.				

Phase 1: Initial Deployment

Based on time and materials, TruGov professional fees for Phase 1 are estimated at \$1,338,500. A prepayment of \$669,250 (50% of Professional Fees) will be invoiced upon contract execution as advance payment. After actual hours align with the 50% deposit, TruGov will invoice remaining fees monthly based on actual fees incurred (hours and rate by TruGov role as specified herein); provided that TruGov agrees to cooperate with the County to reconcile actual fees incurred against the advance payment, and to return any amounts paid that exceed actual fees incurred in the event of termination, or to credit such amounts against future payments. The parties understand and agree that the amounts set forth herein shall not be exceeded without prior written approval from the County. All invoices must include a detailed description of the Services performed and deliverables completed for the applicable period, and an itemization of the time and materials expended.

Role	Rate
Engagement Director	\$300.00
Solution Architect	\$300.00
Project Lead	\$275.00
Project Manager	\$225.00
Lead Model Builder	\$200.00
Model Builder	\$175.00
Technical Integration Architect	\$275.00

Phase 2-4: Center of Excellence (COE)

Based on a fixed fee per year, TruGov professional fees are shown in Table 2 by billing category and workstream for COE years 1, 2, and 3.

Table 2: Fees by Workstream for COE Years 1-3						
Billing Category	#	Workstream	Year 1	Year 2	Year 3	Total
I. COE and Support	1	Development of COE	\$100,000	\$20,000	\$20,000	\$140,000
	2	Develop and maintain best practices	\$30,000	\$20,000	\$20,000	\$70,000
	3	Develop and Execute framework for routine task	\$30,000	\$20,000	\$20,000	\$70,000
	5	Strategic Advisory	\$30,000	\$30,000	\$30,000	\$90,000
	6	Ongoing Support (Up to 40 hours/month for 12 months per year)	\$60,000	\$60,000	\$60,000	\$180,000
	I. Subtotal		\$250,000	\$150,000	\$150,000	\$550,000
II. COE New Development	4	Development, design, implementation of new uses cases (including any requested enhancements/changes to existing use cases in prior phases)	\$1,050,000	\$1,050,000	\$950,000	\$3,050,000
	II. Subtotal		\$1,050,000	\$1,050,000	\$950,000	\$3,050,000
Total Professional Fees (I + II)			\$1,300,000	\$1,200,000	\$1,100,000	\$3,600,000

Billing Category I – COE and Support

TruGov shall perform the Services in Category I – COE and Support, on a fixed-fee, not-to-exceed basis totaling \$250,000 for Year 1, \$150,000 for Year 2, and \$150,000 for Year 3. The fixed fee constitutes full and complete compensation for all labor, materials, overhead, profit, and any other costs or expenses incurred by TruGov in performing the Services, except as expressly provided herein.

Upon the County’s receipt and acceptance of the annual COE Project Charter, the County shall make a prepayment equal to twenty-five percent (25%) of the annual fixed fee for the applicable contract year (e.g., \$62,500 in Year 1, \$37,500 in Year 2, and \$37,500 in Year 3). This prepayment shall be applied toward the total annual fee for that year.

The remaining seventy-five percent (75%) of the annual fixed fee shall be invoiced and paid in equal quarterly installments over the balance of the respective contract year, contingent upon satisfactory completion of services listed in the annual Project Charter or workplan, and acceptance of work by the County, **using a percentage-of-completion billing method**. TruGov shall submit invoices quarterly based on the verified percentage of completion of Services performed during the applicable billing period, as measured against the approved project work plan and schedule. All invoices must include a detailed description of the Services performed and deliverables completed for the applicable period.

Billing Category II – COE New Development

TruGov shall perform the Services in Category II – COE New Development, on a fixed-fee, not-to-exceed basis totaling \$1,050,000 for Year 1, \$1,050,000 for Year 2, and \$950,000 for Year 3. The fixed fee constitutes full and complete compensation for all labor, materials, overhead, profit,

and any other costs or expenses incurred by TruGov in performing the Services, except as expressly provided herein.

Upon the County's receipt and acceptance of the annual COE Project Charter, the County shall make a prepayment of twenty-five percent (25%) of the annual fixed fee for the applicable contract year, equaling \$262,500, \$262,500, and \$237,500 for Year 1, Year 2, and Year 3 respectively, and shall be invoiced at the start of each year as advance payment, following completion and acceptance by the County of the Project Charter for the applicable phase. All invoices must include a detailed description of the Services performed and deliverables completed for the applicable period.

The remaining annual fees shall be invoiced on a **quarterly basis (every three months) using a percentage-of-completion billing method**. TruGov shall submit invoices quarterly based on the verified percentage of completion of Services performed during the applicable billing period, as measured against the approved project work plan and schedule.

The anticipated billing schedule assumes an estimated value of \$262,500 per quarter for Year 1, \$262,500 per quarter for Year 2, and \$237,500 per quarter for Year 3; however, actual invoice amounts shall reflect the verified percentage of work completed for that period. For example, if ninety percent (90%) of the planned quarterly work has been completed in the first quarter of Year 1, the invoice amount shall equal ninety percent (90%) of the planned quarterly value ($\$236,250 = \$262,500 \times 90\%$).

All invoices must be supported by documentation substantiating the percentage of completion, such as project status reports, deliverable acceptance records, and other evidence of progress satisfactory to the County's Project Manager. Payment shall be subject to County verification and approval of satisfactory progress (e.g. new deployments, release notes, new functionality or features accessible for testing/use, completion of intermediate work products; key tasks; milestones, etc.). Deliverables, tasks, and milestones shall be verified using a percentage-of-completion method based on fair and reasonable evidence of progress. The County shall not unreasonably withhold or delay approval of partial completion or payment for work that demonstrates measurable progress toward final delivery.

Any under- or over-billings shall be reconciled in the subsequent quarter, ensuring that cumulative payments do not exceed the total fixed fee authorized for each contract year under this Agreement, unless approved by the County.

Travel Expenses ^[Note 1]

A. Travel Budget, General Terms

The estimated travel expense budget is \$200,000, which shall not be exceeded without prior written approval from the County.

The County will reimburse TruGov for reasonable travel expenses, including travel, lodging, and other related costs, incurred for TruGov's onsite weeks at the County's offices for in-person workshops, subject to prior County approval, and the Additional Travel Terms set forth below.

All travel reimbursements will comply with the County's travel expense reimbursement policy and shall utilize GSA CONUS rates for lodging and meals & incidental expenses (M&IE) per consistent with the Additional Travel Terms set forth below.

TruGov will invoice monthly for reimbursable travel expenses based on actual costs incurred, with no markup. Travel expenses may vary by phase, provided that total travel costs remain within the overall budget estimated in this SOW.

B. Additional Travel Terms

Notwithstanding anything to the contrary herein, to the extent that this Agreement authorizes reimbursements to TruGov for travel, lodging, and other related expenses as defined in this section, TruGov must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term

‘CONUS’). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, “economy-plus,” or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

Category	Rate	Quantity	Cost	Notes		
Airfare	\$ 750	1	\$ 750	- Estimated average cost of round trip airfare across staff - Reasonable airfare and standard seats (i.e., non-business/first class)		
Ground transportation	\$ 270	1	\$ 270	- Estimated average cost of ground transportation cost for an onsite week across staff. - Reasonable ground transportation (Ubers, Taxis, Rental Car)		
Lodging	\$ 210	4	\$ 842	- GSA daily lodging rate is \$183. Assuming 15% tax rate - Assumes on average 4 nights/week		
M&IE per diem (Not the first or last day of travel)	\$ 86	3	\$ 258	- True Per Diem - flat daily allowance - GSA M&IE per diem is \$86 (Not first or last day of travel) - GSA M&IE per diem is \$64.50 (first and last day of travel)		
M&IE per diem (First and last day of travel)	\$ 64.5	2	\$ 129	- Assumes 5 days in total (3 days that are not first or last day of travel + 2 days that are first and last day of travel) - Up to the daily flat amount with receipts; no alcohol reimbursement		
Total Cost per Week per Staff			\$ 2,249			
Travel Expense Budget	Phase 1	Phase 2	Phase 3	Phase 4	Total	Notes
Number of staff on-site	9	3	3	3		
Cost per Week per staff	\$ 2,249	\$ 2,317	\$ 2,386	\$ 2,458		Cost per Week per Staff assumed to increase by 3% per year due to inflation year over year
Total Cost per Week for all staff	\$ 20,242	\$ 6,950	\$ 7,158	\$ 7,373		
Number of weeks on-site	6	4	4	3		SMC Controller's Office requires pre-approval for onsite weeks via email (which weeks onsite, number of staff); to be finalized during pre project planning
Total Travel Expenses Budget	\$ 121,450	\$ 27,799	\$ 28,633	\$ 22,119	\$ 200,000	Number of staff on-site and number of weeks on-site are estimates by phase only; the travel expense budget will be managed at the total level; travel budget distribution across the four phases may be adjusted