

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BLUE RASTER, LLC

This Agreement is entered into this 16th day of March, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Blue Raster, LLC, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of assisting the County with transforming and conflating the County's GIS data.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Ninety Thousand dollars (\$290,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 11, 2023, through June 30, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the County's Informational Services Department's Chief Information Officer or their designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies

only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to

provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor 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 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.

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

12. 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

Contractor 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. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor 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 County's Equal Benefits Ordinance

Contractor 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 Contractor's 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 Contractor 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

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor 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 Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County 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 County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor 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 the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. 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 Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract 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.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor 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 the Contractor, 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 Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor 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, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County'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.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Michael Wentworth, CIO, ISD
Address: 455 County Center, Redwood City, CA 94063
Telephone: (650) 363-4548
Email: mwentworth@smcgov.org

In the case of Contractor, to:

Name/Title: Michael Lippmann, Founder/CEO
Address: 2200 Wilson Blvd #400, Arlington, VA 22201
Telephone: (703) 875-0911
Email: mlippmann@blueraster.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor 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.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Blue Raster, LLC

DocuSigned by: <i>Michael Lippmann</i> C3G7EB00E0EC45A...	3/16/2023	Michael Lippmann
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

This Exhibit A is used to describe the work between the Contractor and the County to relaunch the County's Enterprise database environment and set up processes to make datasets available for editing, mapping, authoring in ArcGIS Pro and shared as content through the ArcGIS Enterprise platform and ArcGIS Online. The primary goal of this project is to roll out an organized, improved, and intuitive way of sharing Enterprise GIS datasets and offer streamlined data management capabilities across the Enterprise through ArcGIS Pro, ArcGIS Enterprise platform, and ArcGIS Online. In addition, a bulk of GIS data enhancement work included in this scope of work will focus on transforming and conflating the County's GIS datasets to the new parcel fabric recently published by the County's Assessor's Office.

1. Purpose, Scope, and Objectives

The activities and tasks defined in this plan will be undertaken by the Contractor within the scope of work defined below.

Phase 1: Planning, Evaluation, and Oracle Database Decommissioning

- Project Kickoff and Initiation Activities
- Evaluating existing Oracle Database for any remaining dependencies such as datasets, application services, database connections, scheduled jobs, or workflow dependencies
- Develop a plan to archive, disable, migrate, or redesign the identified dependencies
- Develop a server decommission checklist
- Prepare a database decommissioning communication plan
- Set up an archival database for datasets marked for retention
- Implement the plan with the County's GIS team to address identified dependencies

The County will work with the Contractor to identify a set of ISD datasets that will be conflated to the parcel fabric. At the conclusion of this, The Contractor will be provided with the batches and sequences of databases that will be migrated, conflated, and published per the scope of work. The Contractor will implement work around the provided databases using the phased approach below:

Phase 2: Enterprise GIS Datasets Rebuild

- Edit GIS misalignments and provide finalized list of GIS datasets that will be migrated, transformed, and loaded into LGIM data schemas in Operational database.
- Migrate, transform, and load the identified GIS datasets into the established LGIM data schemas in the Operational Database
- Conflate the data to the new parcel fabric and centerline

Phase 3: Enable Enterprise GIS Datasets Management and Maintenance

- Establish and deploy data editing and management processes in ArcGIS Pro, ArcGIS Enterprise and ArcGIS Online for administrators, editors, and publishers.
- Develop and deploy suitable ETL workflows to Publication database to run regular data updates and scheduled jobs

- Develop and deliver User Acceptance Testing (UAT) scripts for editing and publishing workflows
- Remediation and adjustment of data workflows based on UAT results

Phase 4: Enable GIS Data as Web Hosted Services & Items

- Publish Enterprise GIS datasets as hosted web services and items on ArcGIS Server, ArcGIS Online and ArcGIS Portal, as necessary.
- Tag and organize all hosted web services and items as data catalog items in ArcGIS Server, ArcGIS Online, and ArcGIS Portal with keyword (s) and thumbnail images.
- Provide training and knowledge transfer to the County for operation and maintenance of the system and processes including
 - Recorded training sessions with County staff demonstrating workflows as well as answering any questions
 - Internal written documentation with appropriate screenshots and diagrams to perform necessary operations

The datasets included in phases 2, 3, and 4 will be provided by the County during Phase 1

2. Project Schedule and Milestones

Activities listed in the scope of work will be implemented over 12 months within the agreed upon milestones in the table below. At the completion of activities within each milestone, the Contractor will submit a brief report describing the work completed and requesting approval from the County.

Phase	Milestone	Activities	Date
Phase 1: Planning and Evaluation	1.0	Project Work Plan - Oracle Decommissioning: Migration Plan and Decommission Checklist	Month 1
	1.1	Project Implementation Plan – Dataset Migration and Conflation: Data Evaluation, Deliver Topology Report, Migration Plan	Month 2
	1.2	Complete Migration to SQL Server and Decommissioning of Oracle Database	Month 3
Phase 2: Edit GIS Alignments, Migrate to LGIM Schema and Conflate to new Parcel Fabric	2.0	Migrate data in ISD Database and conflate to parcel fabric	Month 3
	2.1	Migrate data in Batch 1 and conflate to parcel fabric	Month 4
	2.2	Migrate data in Batch 2 and conflate to parcel fabric	Month 5
	2.3	Migrate data in Batch 3 and conflate to parcel fabric	Month 6
	2.4	Migrate data in Batch 4 and conflate to parcel fabric	Month 6
Phase 3: Deploy Data Management & Maintenance Workflows, UAT	3.0	Deploy management workflows for ISD Database	Month 7
	3.1	Deploy management workflows for Batch 1	Month 8
	3.2	Deploy management workflows for Batch 2	Month 9

Scripts and UAT Remediation	3.3	Deploy management workflows for Batch 3	Month 10
	3.4	Deploy management workflows for Batch 4	Month 11
Phase 4: Publish, Tag, Organize all necessary services and handoff for review	4.0	Publish, Tag, Organize and Handoff GIS datasets in ISD Database	Month 8
	4.1	Publish, Tag, Organize and Handoff GIS datasets in Batch 1	Month 9
	4.2	Publish, Tag, Organize and Handoff GIS datasets in Batch 2	Month 10
	4.3	Publish, Tag, Organize and Handoff GIS datasets in Batch 3	Month 11
	4.4	Publish, Tag, Organize and Handoff GIS datasets in Batch 4	Month 12
	4.5	Knowledge Transfer of all processes	Month 12

3. Project Management

This project will employ a collaborative approach led by the Contractor and supported by the County who will guide the work, provide feedback, and review, and help support implementation of activities. Upon consensus on the project plan, the Contractor will provision a Senior Project Manager, supported by an Associate Project Manager to facilitate project management oversight around implementation of activities within the scope of work in this project plan. All activities and project related issues requiring higher authority will be escalated to the Contractor Principal, Michael Lippmann who will be present to facilitate consensus around project tasks and objectives. The Senior Project Manager will serve as the project's primary contact and will be available to provide status reports and answer questions about project tasks.

Role	Staff	Job Description
Principal	Michael Lippmann	Principal/Co-Founder
Primary Contact	Eric Ashcroft	Senior Project Manager
Secondary Contact	Chigo Ibeh	Associate Project Manager

The Contractor's project management tasks and activities will include:

- Develop and maintain all project implementation documents
- Conduct project, milestone, or phase kickoff meetings to review objectives and to confirm County and ISD requirements are being met
- Determine and fully manage all implementation resources (personnel, vendors, suppliers) at levels required to facilitate the successful completion of the project within the approved schedule
- Invoke vendor, manufacturer or county escalations as needed to ensure project remains within budgetary and scheduling constraints
- Manage all responsibility and project expectation documents (i.e., RACI) to ensure each phase of the project is clearly communicated and that each task is assigned and tracked
- Engage and manage all change management processes in compliance with existing County procedures

- Coordinate at least monthly executive briefings on status of project, upcoming milestones, and issues pertinent to the successful completion of the project within budgetary and schedule parameters
- Maintain outstanding issues, risks, and decision log for all items throughout the project that have been identified as exceptions to successful completion of the overall project as well as every phase of the project. For issues, this information will include a designation of responsible party, anticipated resolution information and date when issue will be resolved. For risks, this information will include the risk owner and the mitigation plan.

4. Project Work Plan

The Contractor will deliver and maintain a Project Work Plan in Microsoft™ Project that reflects the Project Implementation Plan activities as provided in Section 1 (Purpose, Scope, and Objectives).

The Project Work Plan will define the start and end dates for the project phases and phase activities described in the table below, along with associated dependencies. The Project Work Plan will be developed during the project planning phase. The project planning phase includes the activities listed below.

Phase	Activities
Project Planning	<ul style="list-style-type: none"> • Create Project Workplan • Create Project Implementation Plan • Create Communication Plan • Create Risk and Issue Mitigation Plan • Create RACI Chart

5. Project Implementation Plan

The Contractor will deliver the Project Implementation Plan to include:

- All tasks and activities mapped to the Milestones listed in Exhibit A
- Detailed timelines that include a minimum of 2 weeks for approval of key deliverables
- A clear delineation of task assignments for County staff and those to be performed by the Contractor.

The Project Implementation Plan will be developed during the project planning phase and will provide the approach to project governance and project execution activities as listed on the table below.

Phase	Activities
Project Governance	<ul style="list-style-type: none"> • Manage Project Workplan • Manage Project Implementation Plan • Manage Communication Plan • Manage Decisions, Action Items, Issues, Risks (DAIR) • Provide Status Reports
Project Execution	<ul style="list-style-type: none"> • Analysis of the current system • Review and validate Requirements • Finalize the database architecture • Design the solution • Develop the solution • System test • User test • Knowledge transfer • Completion • Implementation
Design	
Database Build	
Development	
UAT	
Project Completion	

6. Communication Plan

The Contractor will deliver a comprehensive Communications Plan to announce and manage the initiative to include at least the following:

- Overall project milestones and deliverables communication
- Decision, issue, and risk log communication
- Testing and Rollout plan to include work break down task list and go-live activity list

The Contractor will deliver bi-weekly status reports to the County with the following sections included:

Section	Description
Highlights of the Reporting Period	This section will provide an executive summary of the progress of the Project. This section will be organized by project milestone.
Project Deliverable Summary	This section will include a table with the status of and Deliverables drafted, in process, submitted and approved during the period.
Project Risks and Issues	This section will include key issues and risks identified by or assigned to the Contractor during the reporting period. These highlights will include graphs and charts of risks and issues (open and closed) and a summary of any issues or risks identified during the reporting period.

Section	Description
Activities for the Next Reporting Period	This section will provide a high-level summary of the major activities planned for the next reporting period. This section will be organized by phase.
Deviations From Plan/Adjustments	This section will provide a high-level summary of the major deviations from the plan and any adjustments to the plan that are being made to mitigate the effect.

The County and the Contractor will exchange phone number(s) and email address(es) for all communications with project team members. The County will schedule project meetings with the Contractor, on a biweekly basis or at an agreed upon time interval leveraging an agreed upon video conferencing platform.

7. System Design

The Contractor will deliver the System Design Document to County staff for review and approval. The System Design Document will include:

- Design Technical Requirements
- Overall System Design
- Assumptions
- Tables and Programs
- Specifications including code modules and interface specifications
- Capacity Assessment
- Identified Issues and Risks

The Contractor will use an iterative approach to deliver and review the system designs with the County prior to moving into the development phase.

8. Completion of Development

The Contractor will perform development and testing based upon the requirements and design, and according to the Project Implementation Plan and Project Work Plan.

Development

During requirements and design phases, the Contractor expects to identify patterns that will be used to create consistent and uniform code that will be understandable and maintainable. During the code development process, the Contractor will use an iterative process to develop and review the newly developed code with County staff to aid with knowledge transfer. This process will allow staff to have an earlier understanding of the new code design and how it is being implemented.

The Contractor will conduct testing in accordance with the test plan. Test cases will be based on the requirements documented in the Requirements Traceability Matrix (RTM). Test cases resulting in defects will be retested after defect resolution has been completed by the Contractor's development team.

The Contractor will perform the following steps related to testing:

- Validating Project Requirements - Document the test cases based on the RTM and review them with the County to verify they cover the functional, nonfunctional, and infrastructure requirements before initiating the testing activities.
- Developing the Test Plan - Document the approach and testing activities in a test plan. The test plan will describe the test tools, test management processes, testing approach, and deficiency management approach.
- Designing and Developing Test Scripts - Develop a suite of test scripts. The Contractor will review the test scripts with the County to confirm they cover the requirements for each phase of testing.
- Executing the Test Plan and Tracking Deficiencies - Complete the test execution and deficiency tracking activities. Execution of the tests may also include having downstream impacts to be validated by other departments. Confirm deficiencies have been corrected by repeating validation activities to verify requirements are met.
- Reporting Test Results - Track test results for the executed test scripts and track the verification status of the requirements. Update the Requirements Traceability Matrix to reflect the status of system testing, and document any defects identified including a plan and timeline for correcting the defects

The Contractor will deliver the results of testing as defined in the Testing and Rollout plan section of the Communication Plan.

9. Completion of User Acceptance Test

The Contractor will provide support to County staff to prepare for and conduct the User Acceptance Tests according to Testing and Rollout plan section of the Communication Plan.

The Contractor's System Test scenarios/scripts and results will be made available to County staff. The County may use these System Test artifacts in lieu of or as the basis for County User Acceptance Tests. The Contractor will update the Requirements Traceability Matrix with the status of User Acceptance Testing, and document any defects identified including a plan and timeline for correcting the defects.

10. Knowledge Transfer

The Contractor will provide Knowledge Transfer activities and documentation described below:

- The Contractor will provide Training materials in the form of Microsoft™ PowerPoint and Word documents. The focus of the knowledge transfer will be on the implementation and operation of the solution rather than the tools used to deliver the solution.
- Project Documents and any related implementation and operational manuals will be stored on the County SharePoint site.
- The Contractor will provide documentation that describes the implementation and operation of the solution. This will typically be in the form of Microsoft™ PowerPoint and Word Documents. Specific knowledge will be captured in the form of a Microsoft™ Teams meeting recording or recording of a training session which will then be available for future training
- Specific knowledge will be captured in the form of a Microsoft™ Teams meeting recording or recording of a training session which will then be available for future training. The Contractor will also recommend third party training materials and documentation that will enable the staff to gain the required skills to support the system ongoing.

The Contractor will provide detailed documentation for all aspects of the proposed system to support all migrations including templates and third-party applications, including:

- Process flow diagrams
- Information architecture
- Recordings of online trainings and implementations

- Detailed schematics of the implemented system including details of all system functionality related to any performed integrations, apps, and special features.
- Integration and process documentation needed for successful operational support and maintenance of the system in a comprehensive, indexed overview for the system, third party applications and where systems are integrated, flowcharts, system design as-build diagrams, passwords, configuration methodology and all other related steps that led to the completion of the integration will be given to the County
- Operations Manual / Systems Administration manuals to automate routine maintenance, standardization of daily work processes, provide system alert response procedures, baseline upgrade and outage planning, and include guides for troubleshooting and disaster recovery. Content must be in native .PDF or Microsoft Word (.docx) format, editable with internal reuse licensing, and identify clear processes, procedures, steps, and checklists for:
 - Daily Operations – All active and proactive tasks to keep the system running, prevent unplanned outages, and support user changes and how to implement and maintain identified use cases.
 - Special Operations - All tasks required for shutdown, startup, integration restarts, upgrades, and outage planning.
 - Troubleshooting – All information required by internal staff and/or external vendors for problem analysis and resolution.
 - Other Operation Tasks – Hardware/Software/License upgrades and extensions to keep the systems running within expected performance limits and prevent unplanned outages.
 - Backup plan and operations manual that fully documents and clearly identifies processes/steps for disaster recovery when the system goes down.

The Contractor will place documentation in the County provided SharePoint as the repository for all Operations Manuals and System Administration Manuals and related Project Documents. The Contractor will complete training and deliver support documentation according to the training and support recommendations in the Communication Plan.

11. Project Completion

Upon completion of the development, testing, and knowledge transfer activities, the Contractor will review the Requirements Traceability Matrix (RTM) with the County to confirm the Requirements have been met. Upon completion, the Contractor will also supply final versions of the documentation of the future processes including:

Database:

- Entity relationship diagram.
- Table schema definition.
- Script to load the database environment if applicable.

Automation Process documentation:

- Rerun ability and associated documentation including failure of the current day's run or failure of a previous day's run if applicable.

Error Handling and Alerts:

- Process error handling and alerts
- Transfer error handling and alerts
- Database error handling and alerts
- Exception error handling

12. Project Implementation

The Contractor will create a cutover document that lists the significant tasks to be completed by each stakeholder in the days leading up to the cutover window, during the cutover window, and immediately following cutover. Blue Raster will track the status of cutover activities in the cutover document.

The activities are grouped into three categories: pre-cutover, cutover, and post-cutover.

Pre-cutover activities are the tasks and approvals that must occur prior to the new system's implementation. This will include activities necessary to make the system ready for final production data.

Cutover activities are the tasks the Contractor or other stakeholders perform from the point when the last set of activities are processed in the existing system until the point when the first set of activities processed in the new system.

Post-cutover activities are those tasks that are not regular ongoing operational tasks but rather required solely because of the cutover, such as stakeholder notifications of the completion of cutover and special reporting during the first week following cutover.

The cutover activity list includes readiness, technical, and operational activities.

13. Warranty

For a period of (90) days after acceptance the last Milestone (the "Warranty Period") by the County, the Contractor warrants that such Milestone will conform substantially to the specifications provided in the Statement of Work. The Contractor will, at its own expense and as its sole obligation and the County's exclusive remedy for any breach of this warranty, correct any reproducible or materially demonstrable error in the Milestones reported to the Contractor by the County during the Warranty Period or, if the Contractor determines it is unable to correct the error, the Contractor will refund to the County the fees actually paid to the Contractor for the Milestones containing such error. The Contractor will provide the Warranty and Support Services listed in the following table.

Service Type	Service	Description
Warranty Service	Defect Resolution Support	<ul style="list-style-type: none"> Correcting defects in the Contractor's provided solution. Collaborating with the County to identify defects
Support Service	Service Request Support	<ul style="list-style-type: none"> Responding to incidents on the Contractor delivered solution Responding to the County's requests for the Contractor to provide technical consultation regarding the Solution implemented. Responding to the County's requests for the Contractor to provide consultation regarding the solution documentation
Support Service	Change Request Support	<ul style="list-style-type: none"> Consulting with County Staff on requested changes Assisting the County in initiating Change Requests

14. Support Service Level

The Support service is separate from the Warranty service and is the timeframe the Contractor will provide Support Service for the implemented solution to the County at no additional charge.

The Contractor will provide the Service Levels described in the table below. Support Hours are the period in which Service Requests are actively monitored. The Support Hours are 7:00 am to 5:00 pm Pacific Standard Time (PST) Monday through Friday. Support requests should be made to the Primary, Secondary, or Principal contact via Email or Phone.

Service Level Name	Service Request Support
Service Level Description	<p>The Contractor will respond to Service Requests to resolve Issues and provide support for the solution delivered to the County. The Service Levels will be provided during the Support Hours.</p> <p>Service Requests are categorized as follows:</p> <ol style="list-style-type: none"> 1. Priority 1 Service Requests <p>Responding to issues which impact the County's critical datasets and business systems</p> <ol style="list-style-type: none"> 2. Priority 2 Service Requests <p>Responding to the County requests for the Contractor to provide technical support for the implemented solution.</p> <p>The Contractor will respond to Service Requests by resolving issues, providing expertise, initiating defect resolution or change request support.</p>
Service Level Response Times	<p>The Contractor will engage with the County to begin issue resolution or provide expertise within the following timeframes: Implementation time to resolve issues will vary depending on the nature and severity of the reported problem.</p> <p>The Contractor will respond to Priority 1 Service Requests within 24 hours and provide an estimated time to resolution within 48 hours.</p> <p>The Contractor will respond to Priority 2 Service Requests within 72 hours and provide an estimated time to resolution within 7 business days.</p>

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Payment Schedule

Phase	Milestone #	Milestones	Payment (\$)	Payment #
Phase 1: Planning and Evaluation	1.0	Project Work Plan - Oracle Decommissioning: Migration Plan and Decommission Checklist	\$ 25,400.00	1
	1.1	Project Implementation Plan – Dataset Migration and Conflation: Data Evaluation, Deliver Topology Report, Migration Plan	\$ 22,075.00	2
	1.2	Complete Migration to SQL Server and Decommissioning of Oracle Database	\$ 15,425.00	3
TOTAL: PHASE 1			\$ 62,900.00	
Phase 2: Edit GIS Alignments, Migrate to LGIM Schema and Conflate to new Parcel Fabric	2.0	Migrate data in ISD Database and conflate to parcel fabric	\$ 17,083.00	4
	2.1	Migrate data in Batch 1 and conflate to parcel fabric	\$ 12,629.00	5
	2.2	Migrate data in Batch 2 and conflate to parcel fabric	\$ 12,629.00	6
	2.3	Migrate data in Batch 3 and conflate to parcel fabric	\$ 12,629.00	7
	2.4	Migrate data in Batch 4 and conflate to parcel fabric	\$ 12,630.00	8
TOTAL: PHASE 2			\$ 67,600.00	
Phase 3: Deploy Data Management & Maintenance Workflows, UAT Scripts and UAT Remediation	3.0	Deploy management workflows for ISD Database and deliver for UAT	\$ 24,206.00	9
	3.1	Deploy management workflows for Batch 1 and deliver for UAT	\$ 17,973.00	10
	3.2	Deploy management workflows for Batch 2 and deliver for UAT	\$ 17,973.00	11
	3.3	Deploy management workflows for Batch 3 and deliver for UAT	\$ 17,973.00	12
	3.4	Deploy management workflows for Batch 4 and deliver for UAT	\$ 17,975.00	13
TOTAL: PHASE 3			\$ 96,100.00	
Phase 4: Publish, Tag, Organize all necessary services and handoff for review	4.0	Publish, Tag, Organize and Handoff GIS datasets in ISD Database	\$ 7,236.00	14
	4.1	Publish, Tag, Organize and Handoff GIS datasets in Batch 1	\$ 5,278.00	15
	4.2	Publish, Tag, Organize and Handoff GIS datasets in Batch 2	\$ 5,278.00	16
	4.3	Publish, Tag, Organize and Handoff GIS datasets in Batch 3	\$ 5,278.00	17
	4.4	Publish, Tag, Organize and Handoff GIS datasets in Batch 4	\$ 5,280.00	18
	4.5	Knowledge Transfer of all Processes	\$ 6,050.00	19
TOTAL: PHASE 4			\$ 34,400.00	

	Closedown Checkpoint (Release of Holdback)	\$ 29,000.00	20
TOTAL:		\$ 290,000.00	

Invoicing

The County shall pay the Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following, at a minimum:

- Agreement Number or PO Number
- Time period covered
- Breakdown of labor, materials, and taxes if applicable
- A detailed breakdown of hours used by request and function. For example:
 - Technical consultant
 - Senior Technical consultant
 - Support Manager

Payments shall be made within Net 30 days from the date of the applicable, undisputed invoice.

Attachment IP
Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

Issued by County of San Mateo Contract Compliance Committee July 1, 2013