

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CBIZ TECHNOLOGY LLC

This Agreement is entered into this 10th day of June, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CBIZ Technology, 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 providing AI-Assisted Plan Review Services for building and planning permits for the County of San Mateo Planning and Building Department.

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

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.

County represents and warrants that it has the requisite right, consent and permission to use and disclose all information, materials, software, or hardware (including those of third parties) provided by or on behalf of County in connection with this Agreement. For purposes of clarification, official building plans cannot be duplicated or made public in any way. Building plans can be reviewed within current and planned IT solutions for purposes of delivering the contracted services. County shall be solely responsible for making all management decisions. Contractor shall rely on the timeliness, accuracy, completeness, and reliability of all information, decisions and approvals provided by or on behalf of County (including County's advisors, auditors, consultants, legal counsel, agents etc.). County's use of Services or deliverables shall be limited to the item's stated purpose. The Services or deliverables shall not be relied upon by any third parties in any manner or for any purpose. Contractor's provision of Services pursuant to this Agreement does not create any privity between Contractor and any third party and Contractor expressly disclaims any responsibility, duty or liability to any third parties.

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. In no event shall County's total fiscal obligation under this Agreement exceed one million, two hundred eleven thousand dollars (\$1,211,000). 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 in the manner, or of the quantity or quality as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 10, 2025 through June 9, 2028. This Agreement shall terminate on either termination exercised pursuant to Section 5, or expiration as set forth in this Section 4, whichever date is earlier.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Planning and Building or 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 thirty (30) 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.

CLOUD LICENSE. In the event of termination of this Agreement, Contractor shall continue to invoice County for the cost of all Cloud Licenses until the earlier of (i) expiration or termination of the cloud licenses or (ii) County's migration to another vendor providing County with access to the same or similar Cloud Licenses within thirty (30) days of termination of this Agreement.

County agrees that it shall be responsible and liable for payment of the invoices for Cloud Licenses under this Section.

6. Third Party Products

If any deliverable includes third party product, Contractor hereby agrees to transfer or to cause its designated subcontractor to transfer to County, to the extent it is legally permitted to do so, all warranties associated with such product or to otherwise arrange for the direct purchase by County of such product. Neither Contractor nor any designated subcontractor makes any independent representations or warranties whatsoever with respect to any third party product. Any vendor warranty applicable to third party product shall constitute the exclusive remedy of County with respect thereto. Any software that is not owned by Contractor or its designated subcontractor and is provided under this Agreement is subject to the license terms that are provided with it. All such third party software license terms are established directly between the County and the owner or licensor of such software. Unless Contractor or its designated subcontractor is identified as the owner or licensor of any software, neither Contractor nor its designated subcontractor is a party to any software license terms and neither Contractor nor its designated subcontractor makes any warranties or representations related to the ownership, use or operation of such software.

7. Contract Materials

At the end of this Agreement, or in the event of termination, all tangible, finished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor for County 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. Contractor shall retain ownership of its working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-County specific version of any deliverables) which Contractor may have discovered or created as a result of the Services. County has a nonexclusive, non-transferable license to use such materials included in the deliverables for County's own use as part of such deliverables.

8. 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.

9. Limitation of Liability, Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third party 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) physical bodily injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any tangible personal property of any kind whatsoever and to whomsoever belonging.

(C) any other loss or cost that was caused by the gross negligence or willful misconduct of Contractor. 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.

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 combined with other products or services not provided by Contractor, 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. Contractor's duty to defend, indemnify, and hold harmless as set forth in this Section shall constitute County's entire remedy for any third-party intellectual property infringement claims related to the services provided under this Agreement.

c. Limitation of Liability

In no event shall Contractor be liable for any indirect, special, consequential or incidental damages, including without limitation, lost profits or loss or damage to data arising out of the use, partial use or inability to use the services or products provided, even if Contractor has been advised of the possibility of such damages. Further, the total liability of Contractor and its suppliers shall not exceed the minimum insurance amounts set forth in Section 11 of this Agreement.

10. 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.

11. 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. Contractor shall provide that thirty (30) days' notice, 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) Employers' Liability..... | \$1,000,000 |
| (d) Cyber Liability..... | |
| 1. \$5,000,000 per occurrence for privacy and network security. | |
| 2. \$1,000,000 per occurrence for technology errors and omissions. | |

Privacy and Network Security. During the term of the Agreement and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Technology Errors and Omissions. During the term of the Agreement and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

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.

12. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased

by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

13. 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.

14. 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.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for at least 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 thirty (30) days' 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 with reasonable 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. This examination expressly excludes the provision of Contractor security documentation.

16. 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.

17. 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 in the venue of either the San Mateo County Superior Court or the United States District Court for the Northern District of California.

18. 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: Steve Monowitz, Director of Planning and Building
Address: 455 County Center, 2nd Floor, Redwood City, CA
Telephone: [insert]
Email: smonowitz@smcgov.org

In the case of Contractor, to:

Name/Title: Rob Drover
Address: 1601 Market Street, 4th Floor, Philadelphia, PA 19103
Telephone: 215-267-2685
Email: rob.drover@cbiz.com

19. 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.

20. Warranties

To the maximum extent permitted by applicable law, Contractor disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to services, software, accompanying written materials, and any hardware provided. There is no warranty that the provided solution will be error free or that access will be continuous or uninterrupted. County acknowledges that no security solution, configuration, anti-malware, anti-virus, security or device location service can guarantee a 100% secure environment or detection and success rate. The foregoing is not intended to limit Contractor's obligations to perform the Services in accordance with the standards set forth herein.

21. Severability

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

22. 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.

23. 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.

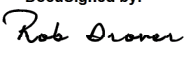
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse 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.

* * *

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

For Contractor: **CBIZ Technology LLC**

DocuSigned by:

124ABFB1F0054C0...

5/8/2025

Rob Drover

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By: 

Resolution No. 081195

President, Board of Supervisors, San Mateo County

Date: June 10, 2025

ATTEST:

By: 

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the services described below. In the case of any conflict between this exhibit and the terms of the Agreement, the terms of the Agreement shall apply.

Contractor will provide automated plan review system to the County. Contractor will provide two major elements within this subscription service:

1. **Blitz Permits** – AI driven plan review engine trained on common, International building standards and subsequently configured for building and land-use codes specific to County of San Mateo including the applicable California codes. The Blitz engine will ingest building and land use plans and compare these against the configured codes. Plans are rapidly analyzed and the system will generate a combination of red-lined plans and narratives indicating non-compliance issues. Three products will be implemented through the enterprise subscription:
 - a. Blitz Residential
 - b. Blitz Building (Commercial)
 - c. Blitz Planning (Land-Use)
2. **Automation Services** – As part of the enterprise subscription, using the UiPath Robotic Process Automation system (“RPA”), Contractor will provide automation services for the following workflow:
 - a. Move submitted plans from Accela into the Blitz Permits platform for analysis;
 - b. Move completed analysis into UiPath Action Center for confirmation and training by County inspectors; and
 - c. Move the reviewed plans from UiPath Action Center into plan markup software for final redlining and approval.

The Blitz Permit application is a web-based platform with pre-built plan analysis functions that is configured utilizing local building and planning codes and compliance standards. Each product will be deployed independently using a 3-stage process. In Phase 1 of each deployment, the team will deploy most commonly used code elements, followed by testing and validation. Upon completion (and acceptance by County) of each Phase 1 deployment, in Phase 2 the second set of code elements (less commonly used) will be implemented and tested. Finally, Phase 3 will involve finalizing any open checklists and miscellaneous code. At that point, the product is considered complete. Future code updates are implemented (and trained) upon request as a Time and Materials service. (See Exhibit B)

Upon execution of the Agreement, Contractor will implement the UiPath automation platform within the County of San Mateo environment to facilitate the workflow and transfer of plan submissions throughout the compliance process.

The following Scope of Services defines the above deliverables in more detail along with the duration or time to complete the task.

Key tasks, deliverables, milestones, and proposed duration

Task	Product	Deliverable	Scope Summary	Specific Scope	Duration
1:1	Residential	Proof of Concept (POC)	Map existing rules and regulations for selected residential building code chapters into Blitz Building Residential	Project kick-off and detailed code review Chapters 3 & 4 of California Residential Code Testing and User Acceptance	2 Months
1:2	Residential			Balance of code implementation Testing and User Acceptance	4 Months following POC completion
1:3	Residential			Final checklists and miscellaneous remaining code Testing and User Acceptance	1 Month following Phase 1:2 completion
1:4	Residential	Automation		N/A (Will be implemented in Deliverable 2:4)	
2:1	Commercial	POC		Chapter 3 Chapter 11A Chapter 11B Testing and User Acceptance	2 Months
2:2	Commercial			Balance of code implementation Testing and User Acceptance	4 Months following POC completion
2:3	Commercial			Final checklists and miscellaneous code Testing and User Acceptance	1 Month following completion of Phase 2:2
2:4	Commercial	Automation	Design automation scripts to move Plan submissions from Accela to Blitz Building Residential back-end engine, through UiPath Action Center and then into BlueBeam.	Implement UiPath RPA Software: Install robot on cloud server and configure UiPath Orchestrator File transfer process from Accela through Blitz and finalize in plan-markup software Implement UiPath Action Center functionality for review / feedback process Testing and User Acceptance Includes Residential and Commercial	2 Months

3.1	Planning	POC	Combination of General Information and Site Plan and Landscape Plan Completeness and Compliance Rules	Scope will apply lot dimensional requirements for standards single-family residential (SFR) development only within CHAPTER 6.1. R-1/S-17 ONE FAMILY RESIDENTIAL/ MidCoast Testing and User Acceptance	2 Months
3:2	Planning			Balance of code implementation including: Combined zones or split-zoned parcels zones Density bonus programs S District or any special zoning designations Site-specific overlays or customized conditions Testing and User Acceptance	4 Months following POC completion
3:3	Planning			Final checklists and miscellaneous code Testing and User Acceptance	1 Month following Phase 3:2 completion
3:4	Planning	Automation	(See 2:4 above)	(See 2:4 above) Planning product only Testing and User Acceptance	2 Months or less based on specific requirements for Planning

Contractor will provide periodic updates to County project manager to keep them apprised of project progress and any issues as they arise.

Proof of Concept Success Criteria

Contractor shall have fulfilled its obligations when the following occurs:

- 80% accuracy on visual markups and zoning/code detection
- 80% or more of plan reviews accepted by County reviewers
- Successful integration with Accela and plan markup software (no critical issues)
- Time-boxed error resolution: Contractor will have up to 10 business days to resolve identified issues. Multiple fix attempts are allowed within this window, but the issue must be fully resolved and accepted by the County within that timeframe. One additional attempt may be allowed outside the 10-day window at the County's discretion, if substantial progress has been made and the issue is close to resolution
- On-time completion of each POC phase

County-provided Acceptance Sheet will be used to evaluate POC and will serve as formal written acceptance of each specific deliverable and phase. County staff will promptly review results of each deliverable and will not unreasonably withhold or delay acceptance.

Phase-by-Phase Evaluation

The County will assess the POC in three distinct phases (Residential, Commercial, Planning). Each phase must meet the success criteria above. Upon successful completion of each phase, County will provide written authorization to move to the next phase.

County responsibilities

Both County and Contractor are responsible for the successful execution of this engagement. County agrees to the following assigned responsibilities:

- Prior to the start of this SOW, County will identify to Contractor in writing a person to be the point of contact. All engagement communications will be addressed to such point of contact (the "County Contact").
- The County Contact will have the authority to act for County in all aspects of the engagement; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The County Contact shall have the authority to resolve conflicting requirements.
- The County Contact will ensure that any communication between County and Contractor is made through the Contractor Engagement Manager.
- The County Contact will obtain and provide engagement requirements, information, data, decisions, and approvals within three working days of the request, unless both parties agree to a different response time.
- The County Contact will help resolve engagement issues and ensure that issues are brought to the attention of the appropriate persons within the County, if required.
- County will inform Contractor of all access issues and security measures and provide access to all necessary hardware and facilities as required.
- County agrees that all related information regarding this engagement will be communicated to Contractor as expeditiously as possible.
- County will assign up to five designated staff members as Subject Matter Experts (SMEs) who will provide feedback and testing relevant to plan inspection and approval and other compliance related aspects of the projects. These SME's will be asked to participate in the ongoing review and training of automated plans until such time as the County is comfortable with the automated results as trained.

Contractor responsibilities

1. Software Licensing:

- Provide the Client with access to the licensed software application as specified in the Agreement.
- Ensure the software is compliant with all applicable laws and regulations.
- Regularly update the software to include enhancements, bug fixes, and security patches.

2. Configuration Services:

- Collaborate with County personnel to understand specific configuration requirements.
- Customize and configure the licensed application(s) to meet the documented requirements.
- Conduct thorough testing of the configured software to ensure it meets the agreed-upon specifications and requirements.
- Ensure seamless integration of the SaaS software with existing systems and third-party applications as required.
- Develop and implement custom features or modules as specified in the Agreement.

3. Implementation:

- Develop and provide a detailed implementation plan outlining key milestones, deliverables, and timelines.
- Assist in the deployment of the configured software within the County's IT environment.
- Provide necessary support during the go-live phase to ensure a smooth transition.

4. Training and Documentation:

- Develop and deliver training programs for County personnel, including documentation and training materials.
- Conduct training sessions, workshops, and webinars to ensure proper knowledge transfer. (Provided via video conference)
- Provide ongoing training updates and materials as the software evolves.

5. Support and Maintenance:

- Offer business hours technical support via e-mail submission with follow-up by e-mail, phone, web conference.
- Ensure timely resolution of technical issues and service requests.
- Provide regular maintenance, including software updates, performance monitoring, and troubleshooting.

6. Data Security and Privacy:

- Implement robust security measures to protect the local government's data, including encryption, access controls, and regular security audits.
- Comply with all applicable data protection and privacy laws and regulations.
- Notify the County immediately in the event of any data breaches or security incidents.

7. Project Management:

- Assign a dedicated project manager to oversee the project and act as the primary point of contact.
- Conduct regular project meetings and status updates with County stakeholders.
- Manage project risks, issues, and changes effectively to ensure project success.

Assumptions

The schedule and budget in Exhibits A and B are based on the following assumptions. Should element(s) of these assumptions be lacking during the execution of services, additional time, associated fees, and expenses may be required to complete this SOW, subject to an amendment to this Agreement.

- County is responsible for coordinating, following, and communicating, in a timely fashion, all internal processes (Change Management, Systems Development Life Cycle, etc.).
- Professional services in addition to those referenced in this SOW may be contracted for with County pursuant to an amendment to this Agreement.
- For Engagement Scope changes, a Project Change Request (PCR) procedure and document will be used to approve scope change costs, and County will require an amendment to this Agreement.
- Delays due to County processes or external providers (i.e., carriers, contractors, etc.), County's staff, and equipment availability, are not Contractor's responsibility and could affect delivery dates and budget. Contractor will promptly notify County in writing if Contractor fails to receive any required assistance from County.
- All activities will adhere to Project Change Control Procedures.
- Any activities or deliverables not listed in this SOW are considered out of scope.
- The engagement will be performed remotely.
- Before the start of each development phase for Residential, Planning and Commercial, County will provide a minimum of 15 actual plan submissions for required configuration and training. Following development of each product, Contractor shall not retain the plans.
- Usage of the platform is limited to permits requested within the boundaries of San Mateo County unincorporated areas only.

Project change control procedure

The following process will be followed if a change to this SOW is required:

- a. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- b. The designated Project Manager of the requesting party (Contractor or County) will review the proposed change and determine whether to submit the request to the other party.

- c. Both Contractor Engagement Managers will review the proposed change and approve it for further investigation or reject it. Contractor and County will mutually agree upon any charges for such investigation, if any. If the investigation is authorized and charges are required, the County requires execution of a signed contract amendment, which will constitute approval for the investigation charges and Contractor will invoice County for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW. Any change to the contract terms, including the do not exceed amount and contract term, require a signed contract amendment.
- d. Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- e. A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.
- f. If the Change Request is due to a jointly agreed upon postponement or reschedule, there may be up to a 30-calendar day project restart period in order to realign resources to re-engage. In these instances, equally qualified staff may be assigned, unless County funds a resource hold fee to reserve staff in place.
- g. No PCR or other change to this SOW or budget will be effective until a written amendment to this Agreement is executed by the parties.

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:

Contractor shall submit invoices monthly, unless noted otherwise, for Services rendered to planning_fiscal@smcgov.org and the County contract manager, identifying the Agreement Number, specific work completed, the contract do-not-exceed amount (\$1,2,11,000), and the amount remaining unspent under this contract. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.

Contractor shall develop Proof of Concept (POC) for products according to the schedule below. Half of each POC amount (50 percent) will be billed upfront upon receipt of written authorization from the County to commence the POC. Upon formal acceptance of each POC by the County according to the success criteria set forth in Exhibit A, the remaining 50 percent of POC cost will be billed. Following POC acceptance, product will convert to subscription model per the Enterprise subscription.

	Year 1 Delivery Model for Proof of Concept (POC) Development and Subscription			
Month	Residential	Commercial	Planning (Land)	Total
1	\$20,000 (POC, upfront)			\$20,000
2	\$20,000 (upon acceptance of POC by end of month 2)			\$20,000
3	\$8,000	\$30,000 (POC, upfront)		\$38,000
4	\$8,000	\$30,000 (upon acceptance of POC by end of month 4)		\$38,000
5	\$8,000	\$12,000	\$25,000 (POC, upfront)	\$45,000
6	\$8,000	\$12,000	\$25,000 (upon acceptance of POC by end of month 6)	\$45,000
7	\$8,000	\$12,000	\$10,000	\$30,000
8	\$8,000	\$12,000	\$10,000	\$30,000
9	\$8,000	\$12,000	\$10,000	\$30,000
10	\$8,000	\$12,000	\$10,000	\$30,000

11	\$8,000	\$12,000	\$10,000	\$30,000
12	\$8,000	\$12,000	\$10,000	\$30,000
Total	\$120,000	\$156,000	\$110,000	\$386,000

Subscription licensing (Usage limited to permits within the boundaries of County of San Mateo only)				
Enterprise package includes:	Users	Plan Submissions	Billing frequency	Total
Proof of Concept (POC) for: Blitz Building Residential ^{1, 2} Blitz Building Commercial ¹ Blitz Planning (Land) ¹	Unlimited	20,000	POC costs applied 50% upfront and 50% upon acceptance of POC, then included in enterprise subscription upon County acceptance	 \$40,000 \$60,000 \$50,000
Subtotal, POCs				\$150,000
Enterprise Monthly Subscription year 1	Commences upon conclusion of each POC		Prorated as shown in above table, up to \$30,000/Month	\$236,000
Enterprise Monthly Subscription year 2			\$30,000/Month	\$360,000
Enterprise Monthly Subscription year 3			\$33,000/Month	\$396,000
Configuration services (mapping specific county requirements to each product)				Included in enterprise subscription
Total, POC and subscription costs for 3-year term				\$1,142,000

¹ Blitz Building Residential/Commercial and Blitz Planning web applications all use PDF formatted plans as input standard.

² Blitz Building Residential has covered 180 rules from IRC 2024 code book. It is assumed that there would be significant overlap for these rules with County of San Mateo's requirements in Building Residential product.)

Automation Software

Cost Buckets				
Item	Quantity	Unit price	Billing frequency	Total
UiPath Software for Automation (UiPath software licensing costs are determined by UiPath and are subject to change on an annual renewal basis).				
Non-Production Robot (Non-Production robots are typically established in a TEST environment and used for development and ongoing test purpose)	1	\$2,000	Annual	\$2,000
Cloud Production Robot Units Bundle (72K Units) (Depending on volume, one Production robot may be sufficient)	1	\$14,400	Annual	\$14,400
Design Software (UiPath design software is licensed on a per user basis)	1	\$4,400	Annual	\$4,400
Action Center Licensing (An individual Action Center license is required per reviewer that will be involved with testing and ongoing training of the AI models)	5	\$440	Annual	\$2,200
Subtotal Annual UiPath licensing (payable upon conclusion of Residential Proof of Concept), year 1				\$23,000
Total Annual UiPath licensing cost for 3-year term				\$69,000

Additional services – usage limited to permits within boundaries of County of San Mateo		
Item	Billing frequency	Total
Automation Services to integrate each product with Accela and plan markup software	Per product	Included in enterprise subscription
Out of Scope work ³ including Ongoing Support (Post Production) for year 1 of contract*	Hourly	\$225.00
Out of Scope work ³ including Ongoing Support (Post Production) for year 2 of contract*	Hourly	\$236.00
Out of Scope work ³ including Ongoing Support (Post Production) for year 3 of contract ⁴	Hourly	\$248.00

³ Out of scope work may only occur following a written amendment to this Agreement signed by the Parties.

⁴ Includes additional automation support and building code changes after final implementation for each product. Usage limited to permits within the boundaries of County of San Mateo only.