

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GRAY QUARTER, INC.

This Agreement is entered into this 19th day of November, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Gray Quarter, Inc., 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 ongoing maintenance and support services for the online Accela permit tracking system.

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
- Exhibit C—Managed Service Terms

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 three hundred seventy thousand, nine hundred and eight dollars (\$370,908.00), unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed six hundred thirty-seven thousand, ninety-seven dollars and twenty-four cents (\$637,097.24). 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 December 1, 2024 through November 30, 2027.

The County may, in its sole discretion, exercise an option to extend the term for up to two (2) additional years from December 1, 2027 to November 30, 2029 under the same terms and conditions set forth in this Agreement. The Planning and Building Director or designee may exercise the County's option by providing written notice to the Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement.

5. Termination

This Agreement may be terminated by Contractor or by the Planning and Building Director 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.

9. Assignability and Subcontracting

This Agreement may not be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld, but following written notice to the other party, may be assigned without the other party's consent to: (a) a parent or subsidiary; (b) an acquirer of assets or equity or (c) a successor by merger. Any purported assignment in violation of this section will be void. Contractor will determine the method, details, and means of

performing the Services. At its own expense, Contractor may use employees to perform the Services under this Agreement, and may use such subcontractors with the prior written consent of the County.

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) Employers’ Liability.....	\$1,000,000

(d) Cyber Liability.....

1. \$2,000,000 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.

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, 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.

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: Steve Monowitz
Address: 455 County Center, 2nd Floor, Redwood City, CA 94063
Telephone: 650-363-1861
Email: smonowitz@smcgov.org

In the case of Contractor, to:

Name/Title: Brian Weber
Address: 8575 Morro Rd, Atascadero, CA 93422
Telephone: 559-289-4573
Email: brian@grayquarter.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.

* * *

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

For Contractor: GRAY QUARTER, INC.

<u>Brian Weber</u>	<u>10/30/2024</u>	<u>Brian Weber</u>
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 to the County of San Mateo:

Maintenance and General Support Services:

Contractor will provide ongoing Accela database support and maintenance services including:

- a. Configure the application to increase efficiencies
- b. Review and document existing scripts
- c. Update fee schedules and invoicing structure; redesign if necessary to eliminate fee miscalculation
- d. Provide documentation on all vendor-made changes
- e. Maintain and expand Electronic Document Review capabilities
- f. Maintain and expand API integration with other systems
- g. Redesign and create additional reports as needed (Dashboards, Crystal reports and AdHOC reports)
- h. Accela Mobile support and configuration
- i. Phone support and issue resolution
- j. Accela Citizen Access support and enhancements
- k. End user training
- l. Train the Trainer Training
- m. Miscellaneous configuration as requested
- n. GIS Solution analysis and implementation
- o. User experience design and implementation
- p. Business process review and optimization

1. Managed Services

1.2 **Tier 2/3.** Contractor will provide remote Tier 2/3 support to County administrators only and provide incident, problem, task, and question resolution services. Administrators with permission to request support shall not exceed 5 named users. County can add or remove named Administrators should staffing change on County side.

2. Service Level Agreements.

2.1 **Covered Items.** Contractor will work to provide resourcing to meet timelines established for ticket resolution based on the severity of ticketing and type of ticketing. Contractor will support all components of the approved in use production configuration of the Accela Civic Platform SaaS solution.

2.2 **Types.** The type of ticket is the initial determination on how a ticket will be processed and SLA assigned.

- **Incident and Problem.** These types of tickets are worked with the highest priority and are items that were working and are now broken or causing business disruptions.
- **Tasks.** These types of tickets are worked with second highest priority and are minor enhancement tasks or modifications to the supported configuration. Enhancements in the scope of Managed Services are estimated as low to moderate complexity tasks that can be completed by a single person and meet the following requirements.
 - Task submitted must include clear requirements and acceptance criteria.
 - Task must be single discipline items (ex. System Configuration, ACA Configuration, Report, or EMSE Script).

- Task submitted must be possible to complete in the system at time of submittal and not depend on another open task or pending feature. As an example, you may submit a request for a configuration change, then after configuration is complete and in production you may submit a new task for a report on the new configuration. You may not submit both tasks concurrently as the report would not be possible until the task for configuration is completed.
- **Questions.** These types of tickets are general questions about the Accela Civic Platform and will be completed as availability.

2.3 Classification. The type of ticket is the initial determination on how a ticket will be processed and SLA assigned.

- **Urgent.** This classification is for ticket items and is reserved for Incident and Problem types only and indicates that business is severely affected or cannot continue. (ex. A workflow is broken and cannot issue a building permit).
- **High.** This classification is for ticket items that are time sensitive in nature and should be completed by the next Standard Release. (ex. A fee schedule change that goes into immediate effect).
- **Normal.** This classification is used for the bulk of tickets and is for normal requests for support or changes to the system. (ex. Add a new workflow task for Police Department review).
- **Low.** This classification is used for non-time sensitive tasks, that can be completed as staffing time permits. (ex. Disable right of way permit that is no longer used in the system.)

2.4 Response and Resolution Times. The following response and resolution times will be used. In the event request exceed capacity the follow priority for resolution will be First Classification, then Incidents and Problems, Task, and Questions.

- **Urgent.** Initial Response two (2) hours, Estimation Response four (4) hours, Resolution one (1) business day. Eligible for Emergency Hotfix Release.
- **High.** Initial Response four (4) hours, Estimation Response eight (8) hours, Resolution five (5) business days. Eligible for Emergency Hotfix Release.
- **Normal.** Initial Response one (1) business day, Estimation Response two (2) business days, Resolution ten (10) business days. Release during next standard release after resolution.
- **Low.** Initial Response two (2) business days, Estimation Response four (4) business days, Resolution twenty (20) business days. Release during next standard release after resolution.

3. Requesting Support.

3.1 Web. (Preferred) Contractor shall provide access to an online portal <https://help.grayquarter.com> that allows County to submit and classify tickets. This is the preferred method of support request by Contractor as it allows for accurate classification of tickets and SLA tracking.

3.2 Phone. Contractor shall provide access to a monitored phone line 1-805-819-5820 during normal business hours.

3.3 Email. Contractor will create tickets and follow up via email when submitted to help@grayquarter.com. Email initiated tickets will be initially processed as normal priority.

4. Release Support.

4.1 Standard Release. Contractor will establish a standard release schedule which will be used to promote all approved configuration to production. (ex. First Thursday of every month). During this release window all approved configurations will be promoted from non-production environments into production.

4.2 **Emergency Release.** Contractor will assist County with up to one (1) emergency release per quarter. Only Urgent severity tickets will qualify for emergency release consideration.

5. Business Hours.

5.1 **Standard.** Contractor shall provide staffing between the hours of 7:30 AM and 5 PM Pacific Time.

5.2 **After Hours Support.** Contractor shall provide one after-hours session per month for the purpose of deploying Standard Releases into the production environment. Contractor will provide one after-hours emergency hotfix release into a production environment depending on staff availability.

5.3 **Holiday.** Contractor staff observe the following 10 holidays. A calendar can be provided for specific dates on an as needed basis.

- New Years' Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People/Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

6. System Access.

6.1 **Accela Civic Platform.** County will provide named user with admin level access to Contractor for the purpose of supporting the environment.

6.2 **Reporting Database.** County will provide Contractor with Accela Enhanced Reporting Database (ERD) access. If ERD access is not available, then County will request and provide copy from Accela to support reporting on an as needed basis. County agrees that support tickets dependent on database copies may be delayed due to time required to back up and restore databases.

6.3 **Reporting Files.** County will provide Contractor with access to the repository or the latest copy of all SSRS and/or Crystal Report files that are in use with the Accela.

6.4 **EMSE Scripting.** County will provide Contractor access to any existing EMSE Scripting repositories. If no script repository exists, County agrees that Contractor may create its own script repository and link it to County Accela environment for the purpose of providing support.

7. Governance.

7.1 **Monthly Meeting.** Contractor will participate in a monthly remote meeting with County stakeholders to review performance of Contractor Managed Services, discuss problem tickets, discuss upcoming Accela related releases, and align with County initiatives.

Performance Measures

The following performance measures will be used to evaluate the Contractor’s performance:

Measure	FY2024-25 Projected	FY2025-26 Projected
Percentage of tickets resolved within stated service levels. Specifically, Agent worktime which is computed as hours that can be worked. This SLA is paused when on-hold while waiting for agency feedback and testing and stopped once approved for release.	80%	80%

Security Requirements

Contractor will design all deliverables to comply with the following criteria:

- Incorporate secure software development methodology such as DevSecOps or Agile Security Testing to ensure security and risk reduction as well as include the OWASP top-ten testing throughout the development process for potential defects.
- Incorporate control access management, including the use of multi-factor authentication (MFA), least-privileged access, and temporary access to high-level privileges must be included where required.
- Provide automated tools to scan codes prior to implementation.

Contractor will ensure that integration with other products or systems requiring API must be tested for potential exploits prior to production.

Contractor will ensure against data leakage, especially for sensitive/confidential data including PII (personally identifiable information).

Contractor will adhere to all County policies and procedures and will utilize all reasonable means and due diligence to protect the County’s data.

Contractor’s configuration of a web portal for County user access will include the following:, as applicable

- SAML compliant and integrated with the County’s SSO, Okta
- Multi-Factor Authentication (MFA) enabled
- Access permissions will allow for privileges to be assigned to individuals as well as groups in the support of “roles”
- Ensure sitewide SSL and enable HTTP Strict Transport Security
- Protect against SQL injection and DOS exploits
- Security controls including vulnerability assessments
- If credit card payment will be used, system will use the County’s merchant processor, Elavon. Under no circumstances can credit card information traverse the County’s network.

Maintenance & Support

If the Contractor develops or expands API, contractor will test the API(s) to ensure performance, functionality, reliability, and security.

Contractor will ensure that all configuration changes are documented and with the assurance that the systems and data remain secure.

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 annual invoices to planning_fiscal@smcgov.org and the contract manager, identifying the Agreement Number, the contract do-not-exceed amount (\$370,908, unless option provided for in Section 4 is exercised), and the amount remaining unspent under this contract. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.

Product or service	Quantity	Rate	Amount
Tier 2 managed services annual subscription year 1	1	\$120,000.00	\$120,000.00
Tier 2 managed services annual subscription year 2	1	\$123,600.00	\$123,600.00
Tier 2 managed services annual subscription year 3	1	\$127,308.00	\$127,308.00
TOTAL:			\$370,908.00

If the County exercises the option provided under Section 4 (to extend the term for up to two (2) additional years), the following pricing will apply, for a total not-to exceed amount of \$637,097.24:

Product or service	Quantity	Rate	Amount
Tier 2 managed services annual subscription year 4	1	\$131,127.00	\$131,127.24
Tier 2 managed services annual subscription year 5	1	\$135,062.00	\$135,062.00
TOTAL:			\$266,189.24

At the end of years 1 through 5 above, the County shall have the option to renew existing rate plus no more than 7% increase per year tied to CPI.

Exhibit C

Any language contained in this exhibit that is in conflict with the parent agreement (the Agreement between the County of San Mateo and Gray Quarter, Inc., to which this exhibit is attached) shall not apply and shall be superseded by the parent agreement.

Managed Services Terms

Please read these Managed Services Terms (these “**Terms**”) carefully. These Terms, the policies referenced herein, and all Statements of Work (as defined below) issued hereunder (collectively, the “**Terms**”) are between Gray Quarter Inc. (“**Gray Quarter**”) and the entity identified in Exhibit A Services (“**Client**”). The Terms are effective as of the effective date listed in the Agreement and governs Client’s use of Gray Quarter’s services as described in Exhibit A to the Agreement (“**Services**”).

1. **Managed Services.**

1.1 **Scope of Services.** Subject to these Terms, Gray Quarter is hereby retained by Client to provide the managed services (“**Services**”) specified in Exhibit A to the Agreement. Client may, but is not obligated to, engage Gray Quarter to perform additional services upon applicable terms and conditions for such additional services, subject to a written amendment or separate agreement signed by all parties.

1.2 **Performance Standard and Warranty.** Gray Quarter will cooperate with Client and Client’s staff in the performance of the Services. Gray Quarter warrants and represents that the Services will be performed in a professional and timely manner. Client must report any deficiencies in the Services to Gray Quarter in writing within twenty (20) days after such Services are performed to receive the warranty remedy.

1.3 **Nature of Services.** Client will retain perpetual, transferable, royalty free rights to all documents and written materials specific to Client (“**Written Work**”) that are produced by Gray Quarter in connection with the Services. For the avoidance of doubt, (i) Written Work is not work made for hire (as defined in Section 101 of the U.S. Copyright Act, Title 17 of the U.S. Code) and nothing in the foregoing grants to Client any rights in or to Gray Quarter’s know how related to Written Work; and (ii) Client does not under acquire any rights in or to any software, documentation, tools, techniques, methodologies, or other materials (including derivatives of any of the foregoing, collectively “**Proprietary Materials**”) which has not been created as part of the Services and which is proprietary to Gray Quarter. Proprietary Materials (including all Intellectual Property Rights therein) will be and remain the sole and exclusive property of Gray Quarter. As used herein, “**Intellectual Property Rights**” means patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivatives thereof as well as other forms of protection of a similar nature.

1.4 **Client Obligations.** Client agrees to provide Gray Quarter with all information, materials, rights of access and licensed as required for Gray Quarter to perform Services hereunder (collectively, “**Client Materials**”) as well as access to Client’s key stakeholders who are empowered to make decisions concerning the Services and future development work. Client acknowledges that Gray Quarter’s performance of the Services is contingent upon: (a) timely delivery of Client Materials; and

(b) availability of Client's key stakeholders.

1.5 Independent Contractor. Gray Quarter will determine the method, details, and means of performing the Services. At its own expense, Gray Quarter may use employees or contractors to perform the Services. Gray Quarter and Client understand and intend that Gray Quarter will perform the Services as an independent contractor and not as an employee of Client. Nothing in these Terms or any agreement will be deemed to create an agency, partnership, or joint venture.

1.6 Assignment. Client may not be assign its rights or obligations under these Terms without the prior written consent of Gray Quarter; however, these Terms may be assigned without Gray Quarter's consent to Client's (a) parent or subsidiary; (b) acquirer of its assets or equity or (c) successor by merger. Any purported assignment in violation of this section will be void.

1.7 Force Majeure. If Gray Quarter fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes, except financial, beyond Gray Quarter's reasonable control, then Gray Quarter's performance will be excused for a period equal to the period of the cause for failure to perform as long as Gray Quarter gives Client notice within thirty (30) calendar days after the event causing the failure.

1.8 Severability. If any provision of these Terms is declared or found to be prohibited, unenforceable or void, Gray Quarter will either issue a substitute provision that is valid, binding, and enforceable that is as nearly as possible consistent with the intentions underlying the original provision or strike the original provision. If the remainder of these Terms are not materially affected by such declaration or finding and is capable of substantial performance, then the remainder will be enforced to the extent permitted by law.

1.9 Waiver. No delay or failure by Gray Quarter to exercise any right or power under these Terms will constitute a waiver of that right. A waiver by Gray Quarter or breach of any of the covenants, conditions, or agreements to be performed by Client will not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or agreement. No change, waiver, or discharge will be valid unless in writing and signed by Gray Quarter.