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 designing, delivering, and upgrading online Accela permitting systems for planning permits, and supporting staff in their use of these and other integrated systems to increase efficiency and effectiveness of electronic permitting procedures.

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.

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 five hundred ninety-nine thousand, six hundred seventy-seven dollars and fifty cents ($599,677.50). 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 December 1, 2026.

5.   Termination

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

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

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

6.   Contract Materials

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

7.   Relationship of Parties

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

8. **Hold Harmless**

      a. **General Hold Harmless**

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

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

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

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

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

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

      b. **Intellectual Property Indemnification**

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

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

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

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

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

9.   Assignability and Subcontracting

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. <u>Compliance With Laws</u>

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.

Brian Weber
_____   __10/30/2024_____   _Brian Weber_____
Contractor Signature   Date   Contractor Name (please print)

_____

COUNTY OF SAN MATEO

By: _____   Resolution No. 080763(a)

President, Board of Supervisors, San Mateo County

Date: November 19, 2024

ATTEST:

By: _____

Clerk of Said Board

<u>**Exhibit A**</u>

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

Expansion of Online Permitting Capabilities

The Contractor will expand the Department's online permitting capabilities by enabling applicants to apply for all planning permits online via the Accela Citizen Access (ACA) portal, and by developing the back-end tools that enable staff to process online applications (e.g., status reports, due dates, processing timeframe reminders). The Contractor will identify and implement business workflows specified by staff with minimal technical assistance, integrate these workflows with other systems that are integral to the electronic permitting process (e.g., GIS, Bluebeam, Waste Management/Green Halo, IVR inspection scheduling, payment and accounting systems), create clear and logical interfaces for internal and external users, train staff on the use of new systems and procedures, and provide documentation regarding system design and use.

Contractor will develop a planning permit system in Accela that mirrors aspects of the building permit system that enhance the existing system to provide a streamlined, intuitive, and user-friendly solution for both applicants and staff.

The high-level requirements for the expansion of online permitting capabilities are as follows:

1. <u>Planning Permits</u> – ability to apply for and process the approximately fifty-five (55) different planning permit cases/types that the Department issues (as shown in Table 1).

2. <u>Licensing/Renewals</u> – ability to apply for and process licenses and permits that are cyclical, have an expiration date and renewal process, and have the ability to be revoked (as shown in Table 1)

3. <u>Stormwater Case Types</u> – functionality for annual inspections and reporting for regional stormwater permit (as shown in EMSE section and Table 1).

4. <u>Automation of Fees</u> – ability to calculate, assess, invoice, and collect permit and license fees (as shown in Table 2).

5. <u>Querying of historical projects/databases</u> (as shown in Table 3).

6. <u>Batch mailings</u> – generate notices to applicants and/or surrounding parcels (as shown in Table 3).

7. <u>Parcel tags</u> – ability to affix and search property-specific information and retain parcel genealogy (see Records and Configuration).

8. <u>Integration</u> – develop additional functionality for existing integrations with Bluebeam, GIS, Waste Management/Green Halo, and Elavon as needed to support the Planning module improvements, as well as assess integrations with other internal County systems like County Assessor's parcel history database APAS, Drupal and OneCommute, and implement these contingent on viability and ability to do so within County security policy. (as shown in Table 4).

9. <u>Reporting</u> – functionality including executive dashboards, standard/crystal reports, State-required reporting, and letter generation (as shown in Table 3).

10. <u>Miscellaneous</u> – three (3) density and development footprint analyses, small research projects (as shown in Table 1).

The project methodology will include the following stages and services: project management and oversight, project initiation and close out, requirements, analysis and design planning, build, quality assurance (QA), user acceptance training (UAT) and remediation, pre-deployment cutover planning and go-live support, go-live, post go-live support, and training and documentation for End User, Super User and IT.

The project scope includes implementing and customizing 55 records, as defined below. The actual four-level record structure and application alias are not described below, and before the project initiation, each of those types will be related to an ID or have a definition of new.

Table 1. Record Types

ID	Complexity	Record Type	Phase
R-1	Simple	Regular Permit One	One
R-2	Simple	Regular Permit Two	One
R-3	Simple	Regular Permit Three	One
R-4	Simple	Regular Permit Four	One
R-5	Simple	Miscellaneous Permit One	One
R-6	Simple	Miscellaneous Permit Two	One
R-7	Simple	Business License One Application	Two
R-8	Simple	Business License Two Application	Two
R-9	Simple	Business License Three Application	Two
R-10	Simple	Business License Four Application	Two
R-11	Simple	Business License Five Application	Two
R-12	Simple	Business License Six Application	Two
R-13	Simple	Business License Seven Application	Two
R-14	Simple	Business License One	Two
R-15	Simple	Business License Two	Two
R-16	Simple	Business License Three	Two
R-17	Simple	Business License Four	Two
R-18	Simple	Business License Five	Two
R-19	Simple	Business License Six	Two
R-20	Simple	Business License Seven	Two
R-21	Complex	Business License One Renewal	Two
R-22	Complex	Business License Two Renewal	Two
R-23	Complex	Business License Three Renewal	Two
R-24	Complex	Business License Four Renewal	Two
R-25	Complex	Business License Five Renewal	Two
R-26	Complex	Business License Six Renewal	Two
R-27	Complex	Business License Seven Renewal	Two
R-28	Moderate	Miscellaneous Permit Three	Three

R-29	Moderate	Regular Permit Five	Three
R-30	Moderate	Regular Permit Six	Three
R-31	Moderate	Regular Permit Seven	Three
R-32	Moderate	Regular Permit Eight	Three
R-32	Moderate	Regular Permit Nine	Three
R-34	Moderate	Regular Permit Ten	Three
R-35	Moderate	Regular Permit Eleven	Three
R-36	Moderate	Regular Permit Twelve	Three
R-37	Moderate	Regular Permit Thirteen	Three
R-38	Moderate	Regular Permit Fourteen	Three
R-39	Moderate	Regular Permit Fifteen	Three
R-40	Moderate	Regular Permit Sixteen	Three
R-41	Moderate	Regular Permit Seventeen	Three
R-42	Moderate	Regular Permit Eighteen	Three
R-43	Moderate	Regular Permit Nineteen	Three
R-44	Moderate	Regular Permit Twenty	Three
R-45	Complex	Regular Permit Twenty-One	Three
R-46	Complex	Regular Permit Twenty-Two	Three
R-47	Complex	Regular Permit Twenty-Three	Three
R-48	Complex	Regular Permit Twenty-Four	Four
R-49	Complex	Regular Permit Twenty-Five	Four
R-50	Complex	Regular Permit Twenty-Six	Four
R-52	Complex	Regular Permit Twenty-Seven	Four
R-53	Complex	Regular Permit Twenty-Eight	Four
R-54	Complex	Regular Permit Twenty-Nine	Four
R-55	Complex	Regular Permit Thirty	Four

Planning Permit/Record Overview

Permit types will be grouped into 3 workflows (simple, moderate, complex), with each permit/license having minimum variation from the standard workflow. County would like to build a simple solution that minimizes separate workflows created for planning permits to limit unnecessary customization where possible. For any customizations recommended by County staff, the core County project team will partner with Contractor and work to challenge and simplify them or accept an alternate solution. If the complexity increases effort upon implementing a record, Contractor and County will reassess mutually and may result in a change order.

Table 2. Definition of Record Complexity*

Complexity	Count (%)	Business Scope of work	Technical Scope of Work
Simple	20 (37%)	1. Auto Collect Fees. 2. Planner reviews/sign off. 3. Site poster issued. 4. Auto issue approval.	1. Build the workflow. 2. Configure the system for different types of permits/licenses.

				3. Zero to minimal scripting.
Moderate	20 (37%)	1. Auto collect fees in multiple phases. 2. Planner reviews. 3. Agency referrals (1-3 agencies/cycles). 4. CEQA review. 5. Public noticing. 6. Staff level/decision/public hearing. 7. Auto issue approval.		1. Build the workflow. 2. Configure the system for different types of permits/licenses. 3. Simple to moderate scripting required.
Complex	14 (26%)	1. Auto collect fees in multiple phases. 2. Planner reviews. 3. Agency referrals (3-5 agencies/cycles). 4. CEQA review. 5. Public noticing. 6. Staff level/decision/public hearing. 7. Auto issue approval. 8. Post approval tasks/agency coordination.		1. Build the workflow. 2. Configure the system for different types of permits/licenses. 3. Multiple complex scripting may be required. 4. Ad hoc reports (up to 2 per record types in table 1 above).
TOTAL:	54 (100%)			

*Note: Business licensing requires 3 records for each business license type: application initial license, and renewal license.

Table 3. Reports

#	Report Name	Report Description	Report Complexity
RPT.01	Report One	Executive Dashboard	Low complexity
RPT.02	Report Two	Executive Dashboard	Low complexity
RPT.03	Report Three	Executive Dashboard	Low complexity
RPT.04	Report Four	Executive Dashboard	Low complexity
RPT.05	Report Five	Executive Dashboard	Low complexity
RPT.06	Report Six	State reporting	Medium complexity
RPT.07	Report Seven	State reporting	Medium complexity
RPT.08	Report Eight	State reporting	Medium complexity
RPT.09	Report Nine	Letter Generation – One report with multiple templates	Medium complexity
RPT.10	Report Ten	Letter Generation – One report with multiple templates	Medium complexity
RPT.11	Report Eleven	Letter Generation and Batch Notice – One report with multiple templates	High complexity
RPT.12	Report Twelve	Standard Crystal Report	Medium complexity
RPT.13	Report Thirteen	Standard Crystal Report	Medium complexity

RPT.14	Report Fourteen	Standard Crystal Report to query historical project database	Medium complexity
RPT.15	Report Fifteen	Standard Crystal Report regional stormwater permit	Medium complexity
RPT.16	Report Sixteen	Standard Crystal Report	Low Complexity
RPT.17	Report Seventeen	Standard Crystal Report	Low Complexity
RPT.18	Report Eighteen	Standard Crystal Report	Low Complexity
RPT.19	Report Nineteen	Standard Crystal Report	Low Complexity
RPT.20	Report Twenty	Standard Crystal Report	Low Complexity
RPT.21	Report Twenty One	Standard Crystal Report	Low Complexity
RPT.22	Report Twenty Two	Standard Crystal Report	Low Complexity
RPT.23	Report Twenty Three	Standard Crystal Report	Low Complexity
RPT.24	Report Twenty Four	Standard Crystal Report	Low Complexity
RPT.25	Report Twenty Five	Standard Crystal Report	Low Complexity
RPT.26	Report Twenty Six	Standard Crystal Report	Medium Complexity
RPT.27	Report Twenty Seven	Standard Crystal Report	Medium Complexity
RPT.28	Report Twenty Eight	Standard Crystal Report	Medium Complexity
RPT.29	Report Twenty Nine	Standard Crystal Report	Medium Complexity
RPT.30	Report Thirty	Standard Crystal Report	Medium Complexity
RPT.31	Report Thirty One	Standard Crystal Report	Medium Complexity
RPT.32	Report Thirty Two	Standard Crystal Report	Medium Complexity
RPT.33	Report Thirty Three	Standard Crystal Report	Medium Complexity
RPT.34	Report Thirty Four	Standard Crystal Report	Medium Complexity
RPT.35	Report Thirty Five	Standard Crystal Report	Medium Complexity

Definition of Report Complexity

The definitions below will be leveraged to implement each of the reports above. If the complexity increases effort upon refinement of the requirements, Contractor and the County will reassess mutually and may result in a change order.

Complexity Level	Description
Low Complexity	Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels.
Medium Complexity	Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.
High Complexity	Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.

Business Automation (Scripting/EMSE)

Contractor will provide Scripting/EMSE based on the types (minimal, moderate, and complex)

- Minimal - one (1) to two (2) workflow scripts to automate the issuance of the record on application intake or upon updating the new workflow. No batch scripts are within the minimal complexity scope.
- Moderate - one (1) to two (2) workflow scripts to automate the issuance of the record on application intake or upon updating the new workflow. One (1) to two (2) basic fee scripts. One (1) to (2) workflow scripts focused on assignments for plan review, agency referrals, or CEQA review. No batch scripts are within the moderate complexity scope.
- Complex - One (1) to two (2) fee scripts that require calculations and multiple factors. Up to three (3) batch scripts shared across all complex record types, one (1) for license renewals.

Interfaces

Table 4. Interfaces

#	Requirement
INT.1	Bluebeam
INT.2	Waste Management/Green Halo
INT.3	Payment System (Public Portal Only)
INT.4	Standard Accela GIS Integration

Release Plan

The Release Plan outlines four (4) iterative Releases (Go Lives) within twelve (12) months and is broken down as follows:

- 2-week project startup phase for plan elaboration, project kick-off meeting, and core team training to include agile methodology training for County staff team.
- Sprint 0: 4 weeks Foundation Phase for building the initial Product Backlog (all work):
  - Determine the required configuration to support business needs,
  - Determine required reporting needs,
  - Determine integration requirements.
- Sprint 1: 4 weeks Build Phase
- Sprint 2: 4 weeks Build Phase

- Sprint 3: 4 weeks Build Phase and Release one
- Sprint 4: 4 weeks Build Phase
- Sprint 5: 4 weeks Build Phase
- Sprint 6: 4 weeks Build Phase and Release two
- Sprint 7: 4 weeks Build Phase
- Sprint 8: 4 weeks Build Phase
- Sprint 9: 4 weeks Build Phase and Release three
- Sprint 10: 4 weeks Build Phase
- Sprint 11: 4 weeks Build Phase
- Sprint 12: 4 weeks Build Phase and Release four
- 4 weeks of post-go-live support and maintenance
  - Fix remaining issues identified pre- and post-go live that are critical to system use.

Management and Governance
Status Reporting
The Contractor Scrum Master/Project Manager will provide a written weekly status report to the County Project Manager and Product Owner. The Contractor Scrum Master/Project Manager will publish the weekly status using PowerPoint and Jira (refer to the Project Tools section for tool information).

The weekly report will include the percentage of completion of the Product Backlog, the pass rate for the Story Tests, key project delivery milestone status, estimated completion date for each milestone, as well as other information relevant to the delivery of the project as may be agreed upon between the parties' Product Owner and Contractor Scrum Master/Project Manager.

This online collaboration tool will also track risks, action items, and issue escalations between the Contractor Scrum Master/Project Manager, the County Project Manager, and the County Product Owner. The project management team will meet weekly to discuss the status and review the report using Jira and/or PowerPoint.

Issue, Risk, and Action Item Management
Contractor will use Jira to document project issues, action items, and risks. The project management team will review these items during the periodic management calls to assign owners, drive to due dates, and escalate to the appropriate individuals or governance body where required. The Contractor Scrum Master/Project Manager will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 2 business days, the Contractor Scrum Master/Project Manager will escalate to the Contractor Managing Partner and the Client oversight team for resolution.

Definition of Done and Deliverable Acceptance
Meeting quality assurance standards during each sprint is the responsibility of the Scrum Team. Quality assurance standards are defined in the Definition of Done for a Sprint and a Release. Confirmation of the Definition of Done for the Sprint Backlog constitutes the Acceptance Criteria for a Sprint deliverable, as follows:
- Team member completes the Project Backlog Item (PBI) work,
- Associated configurations and code are deployed to the development environment against the current version in source control, where applicable,

- Item has passed unit testing,
- Item has been peer reviewed to confirm meeting development standards,
- Backlog Item test cases (based on the Acceptance Criteria defined for the PBI) were written and tests passed. Testers must complete testing for each PBI within the timeframe defined by the team during Sprint Planning for the sprint,
- Regression test cases updated, as appropriate,
- Item is deployed to the test environment and has passed at least 80% of system/regression tests (regression tests as documented in acceptance criteria for previously completed PBIs). Testers must complete regression testing for the PBIs in the sprint within the timeframe defined by the team during Sprint Planning,
- No Severity 1 or 2 defects remain for the PBI,
- The Product Owner has reviewed and moved JIRA Story to "Done".

For a Release, deliverable acceptance is conditioned upon meeting the following Definition of Done:
- Sprints planned for the Release are complete,
- The Product Backlog Items scheduled for the Release are complete,
- Code is deployed to the Production environment,
- Severity 1 and 2 defects identified during the build sprints are resolved.

Definition of Defect, Defect Severities
A Defect is defined as a deviation from the established acceptance criteria for a PBI. The table below elaborates on the severity levels for Defects.
- Severity Level 1: This is a "must-fix" problem, a "showstopper." The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem needs a reasonably acceptable workaround for the corresponding end-users.
- Severity Level 2: This is a problem causing a significant loss of feature functionality, but the system can recover from the problem, and it does not cause a total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.
- Severity Level 3: This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing potential efficiency loss.
- Severity Level 4: This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.

Change Control
Both parties recognize that there will be changes throughout this project. Change is defined as any of the following:
- New Product Backlog Items – The addition of a new Epic, User Story, or Product Backlog Item (PBI) is a project change. The Product Owner must approve the addition of a new PBI. The Scrum Team will estimate the new PBI and assign Story Points.
- Change to Existing PBI – Change to an existing PBI that impacts the level of effort to complete it (estimate and Story Points) is considered a project change and is documented by the Product

Owner adding a new PBI to define the change. For example, a change to the Acceptance Criteria or a specification that impacts the complexity constitutes scope change. Changes impacting PBIs/ User Stories completed in a previous sprint may require additional rework. If rework is required, the rework changes will be added to the Product Backlog as a new PBI/User Story.

- Change to Definition of Done – Changes to the Definition of Done for a Sprint or Release may impact the level of effort for completing PBIs and delivering a Release, impacting overall delivery velocity. Contractor will assess proposed changes to the Definition of Done and document the impacts in a Change Order (e.g., change impacts to schedule, scope, or costs).
- Change in Projected Team Velocity – The velocity of the team is dependent on all team members fulfilling their assigned tasks or actions within the timeframes agreed during Sprint Planning. The team will monitor projected velocity against actual velocity. If the actual velocity falls below the projected velocity, the team will assess the root cause of this velocity impact. If the root cause is attributed to a Contractor team member(s) performance or management issues, the project change and associated impact will be borne by Contractor. If the velocity impact is attributed to County team member(s) performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by the County. In either case, the Product Owner will document the change and impact with support from the Contractor Scrum Master/Project Manager. For velocity changes attributed to the County that impact the overall project costs or overall Release timeline, County will process a Change Order adjusting the deliverables/payment amounts to incorporate the additional cost.
- Non-Productive Time – Contractor's price for this SOW is based on the assumption that the Contractor team will have complete, timely, and accurate information and other deliverables and dependencies from the County team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting the Contractor team members' productive time will be escalated to the Change Control Board (CCB) and a mutually agreed resolution must be in place within twenty-four (24) hours of the initial escalation.

No changes shall be made to Sprint Backlog (User Stories /PBIs) during the current Sprint, for either PBIs/ User Stories already delivered but not yet accepted and PBIs/ User Stories accepted.

The Product Owner can address Standard Changes by re-prioritization of the Product Backlog, with agreement from the Contractor Scrum Master/Project Manager and Scrum Team. For example, if a new "must-have" User Story is identified during Sprint 2, the Product Owner can schedule the new User Story for Sprint 3 as long as a User Story of equivalent size (hours, Story Points, and sizing factors) is removed from the Product Backlog.

Changes to the Product Backlog affecting the overall project scope, level of effort, or timelines for the Release must be approved following the Extraordinary Change Order process set forth below.

Standard Change Order Process – Standard changes are items that can be addressed through reprioritization of the Product Backlog without impacting the overall scope, delivery timeline, or costs. The decision makers required for standard changes include the Contractor Scrum Master/Project Manager, County Product Owner, and County Project Manager.
- For each change where Contractor and County agree to define as a new PBI/ User Story, the County Product Owner completes the definition of the Story.
- The Contractor team will analyze the change during the next scheduled Sprint Planning session to estimate and size (hours and Story Points) the new PBI and check against available sizing

factor allowances. If the change applies to an already implemented PBI/Story, then any rework or impacts to other stories required will be added as another PBI/Story.
- The County Product Owner must make the decision concerning the change. There are two possible options:
  - Accept the change into the Product Backlog and decide which PBI/Story (or stories) are to be removed to offset the added size (hours, points, sizing factors) or
  - Reject the change.
- Finally, the County Product Owner will prioritize the new PBI/Story (if added) against the Product Backlog.

Extraordinary Change Order Process – If a change exceeds the baseline Product Backlog size (as defined by Story Points and sizing factors) or otherwise impact the planned number of sprints and Release date set for the project, then the County Product Owner will:
- Prepare a preliminary Project Change Order Form to identify the nature of the requested change.
- The Contractor Scrum Master/Project Manager will work with the team to perform an assessment/review to determine the full impact on the project, including cost and timeline impacts if applicable.
- Escalate this assessment to the County and Contractor Stakeholders.

Project Management Tools
The project team will use the following tools:
- JIRA – Contractor will establish a JIRA instance for the project team to use as its virtual scrum board. Contractor will load the Product Backlog into JIRA and the team will use the tool during Build Sprints to organize and track work. The Contractor Scrum Master/Project Manager will use this tool to monitor project metrics such as Burndown and Velocity.
- PowerPoint – Contractor may summarize the information found in JIRA into two slides.
- Project – Contractor will mutually develop a project schedule using Microsoft Project.

Project Governance Framework
Project Governance occurs at multiple levels to maximize business value and mitigate risks for the project.
- Project Level – Project-level governance is performed by the project management team, which consists of the Contractor Scrum Master, County Product Owner, and County Project Manager. This team is empowered to make day-to-day decisions within the constraints of the project SOW. This team meets weekly to review project status, identify, and mitigate risks, resolve issues, and monitor action items. This team is responsible for escalating issues to the Program Level governance team where they cannot reach a resolution or otherwise avoid impacting the project scope, timeline, resources, or costs.
- Stakeholder Level – Stakeholder level governance is performed by the Contractor Managing Partner, and County Stakeholder. This team meets bi-weekly, handles issue escalations, supports risk mitigations, and makes decisions. This group is responsible for rapidly addressing blocking issues escalated from the Project Team.

Implementation Methodology
The team will adhere to an Agile scrum framework tailored for the Accela Civic Platform. The methodology is an adaptation of Agile methods to work within this project's unique constraints of price,

scope, low-risk tolerance, and deployment of the new configurations into a live production Accela environment.

The Agile framework for this project consists of a series of 4 types of sprints:
1. Foundation Analysis Sprint (Sprint 0)—Upon project start, the team will begin with a Sprint 0 to create Product Backlog Items (PBI), also known as "User Stories". The source of Sprint 0 items can be a combination of County requirements and/or best practices from other government client configurations that are similar in nature. These items will comprise the Release Product Backlog.
2. "Build" Sprints – Following Sprint 0, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint 0 to inform the solution architecture, configure the solution foundation, and develop the technical components. Working software is delivered during the sprints, with conversions, interfaces and reports all being developed and managed concurrently within the sprint. Sprints are time-boxed to maintain the integrity of the delivery timeline. Within a sprint, development proceeds according to the established priorities. The product developed in each sprint is reviewed and validated by the County Product Owner with support from County SMEs, often through a facilitated walk through of each use case developed/configured in the system.
3. Readiness (Production Release) Sprint –During the Readiness Sprint stage the team completes final end-to-end and regression tests and promotes the software to production.
4. Stabilization and Transition (Post-Production) Sprint – Following production go live; the team will deliver post-production support and system refinements through a series of sprints. The first sprint is the Stabilization sprint where Contractor prepares the Release for transition to the County support team. System maintenance and refinement sprints continue following the Stabilization period.

Team Roles and Responsibilities
A joint team comprised of Contractor and County resources will deliver this SOW. Team size and composition may vary based on the Release scope and activities underway during a given sprint. Contractor will assign the required resources to the team, which may change during a Release in response to project demands.

General Contractor Responsibilities
Development and Unit Test - Perform software configuration and development for the PBIs assigned to Contractor staff in each build sprint.
- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Contractor staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with Product Owner. Severity 3 and 4 defects are treated as new PBIs and prioritized by the Product Owner according to the Change Control process defined above.
- Backlog Grooming Support - Support the Product Owner in Product Backlog grooming activities by providing consultative support for defining Contractor solution approaches, for up to 6 hours of Product Backlog grooming working sessions per sprint. Any additional Product Backlog grooming tasks assigned to Contractor resources (outside the allocated 6 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- Knowledge Transfer - Enable Accela product knowledge transfer to County resources to support the delivery of tasks assigned to County resources and enable ramp-up of the team skillset. This

will be accomplished through up to 8 hours per sprint of open office hours or knowledge transfer work sessions targeted toward completing specific Product Backlog tasks scheduled within the current sprint. The 8 hours for Knowledge Transfer will be allocated and defined for each sprint during Sprint Planning. Any additional knowledge transfer tasks assigned to Contractor resources (outside the allocated 8 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.

- Scrum Master, Project Management, Project Oversight – Contractor will assign a Scrum Master to the project to facilitate the scrum processes, such as Release and Sprint Planning, sprint reviews and retrospectives, and scrum meetings. In addition, the Contractor Scrum Master/Project Manager will perform general project management tasks to monitor Contractor resources' work, assignment of tasks, and other project management disciplines. Contractor will also assign a Managing Partner to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General County Responsibilities
- Development and Unit Test - Perform software configuration and development for the PBIs assigned to County staff in each build sprint.
- Defect Correction – Approve the resolution of severity 1 and 2 defects (related to PBIs assigned to County staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with the County Product Owner.
- Backlog Grooming – The Product Owner will lead continuous Product Backlog grooming and is responsible for delivering a sprint Product Backlog that meets the Definition of Ready prior to the sprint planning meeting. County program area personnel and subject matter experts will perform Product Backlog grooming activities as the Product Owner directs.
- Testing – County resources will perform testing per the timeframes defined during Sprint Planning, this includes development and execution of regression test cases that incorporate PBI Acceptance Criteria as well as confirm adherence to the Definition of Done.

Specific Team Roles
- County Product Owner – This is a County business lead with the following responsibilities:
  - Initial development and prioritization of the Product Backlog during Sprint 0,
  - On-going revision and re-prioritization of the Product Backlog (grooming),
  - Identification of the prioritized Sprint Backlog prior to Sprint Planning,
  - Adherence to the "Definition of Ready" for the targeted Sprint Backlog before the Sprint Planning meeting,
  - Participation on behalf of County in scrum planning and review meetings,
  - Direct County testers to confirm completion of Sprint Backlog items,
  - Move completed items to "Done" on the scrum board before the Sprint Review,
  - Review and sign-off on all project deliverables.
- County Subject Matter Expert (SME) / Tester – This is a County role with the following responsibilities:
  - Primary County person supporting the Product Owner in creating/updating the Story/task details in the Product Backlog,
  - Provides detailed answers for business questions posed by Scrum Team members,
  - Develop, document, and execute the test cases,
  - Attends scrum meetings and is a member of the Scrum Team.

- County Project Manager – This is a County role with the following responsibilities:
  - Provides project and budgetary oversight and status,
  - Provides backup for Contractor Scrum Master/Project Manager,
  - Attends scrum meetings and holds the scrum standup meeting.
- Contractor Solution Architect(s), Script Specialist(s), Report Writer(s), Implementation Consultant(s), and Business Analyst(s):
  - Contractor resources are available to provide Product Backlog grooming support to the Product Owner,
  - Define and validate Accela solution approaches and tasks during sprint planning and throughout the sprint cycle,
  - Perform configuration tasks assigned to the Contractor team during the build sprints,
  - Attends scrum meetings and is a member of the Scrum Team.
- Contractor Scrum Master / Project Manager:
  - Facilitates the use of the scrum methodology,
  - Organizes and leads the scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective,
  - Works with County PM to remove Scrum Team roadblocks and escalate issues as needed,
  - Monitors team velocity and prepares weekly status reports,
  - Prepares mitigation plans for project risks and performs general project management discipline-related tasks.

Delivery Approach

The project will be delivered through a series of Agile sprints. The first sprint (Sprint 0) is roughly 4 weeks in duration and is allocated exclusively to Product Backlog grooming and elaboration in preparation for the first build sprint. Build sprints are 4 weeks in duration. The final sprints prior to the Release are allocated to production readiness and "hardening", performing the final code promotion, data migration, and end-to-end testing before production use.

Sprint 0 and Product Backlog Elaboration

The first sprint for the project will consist of a Sprint 0 Product Backlog elaboration activity (Foundation Analysis). The purpose of Sprint 0 is for the County product owner and the project team to create / elaborate the Product Backlog, assign Story Points, prioritize stories, and create the overall Release Plan. During the Foundation Analysis prior to finalization of the Release Plan, the team will compare the elaborated Product Backlog to the Scope as defined in this SOW to identify changes. If new or changed scope is identified during Foundation Analysis, the team will determine whether such items can be accommodated in the Release (through workshare or assignment of equivalent Product Backlog items to County resources) or whether a Change Order is required to incorporate the new scope.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the "definition of ready" for Sprint 1 Planning. The County Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each Release, creating elaborating enough detail to drive the subsequent Sprints. The County Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the Sprint Backlog meets the Definition of Ready prior to the Sprint Planning session.

Sprint 0 Foundation Analysis

To complete Sprint 0, Contractor will facilitate working sessions and activities to further understand and define the regulatory functions for the County and how these workflows and functions will be automated within the Accela Civic Platform.

Integrations, imports, exports, conversions, and reports are identified in the Business Foundation Analysis from a functional perspective, in the context of the overall use cases/ User Stories.

Separate analysis for integrations (including imports and exports), conversions, and reports will commence during this phase following the business analysis sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions.

- For the conversion analysis, Contractor staff will evaluate the data sources for all anticipated regulatory functions,
- For each data source, Contractor will work with the County data owner to define the conceptual data mapping to Accela, identify high level business rules and data transformations required based on the conceptual data mapping, and define the delivery/extract format County will use to provide the datasets to Accela during Implementation. In addition, the team will identify data quality and cleaning tasks.
- Contractor will identify and define conceptual solutions for reports, imports, and exports. Contractor will incorporate these items into the Product Backlog by defining associated User Stories.

Sprint 0 Foundation Analysis Acceptance Criteria
The following is the acceptance criteria for the Sprint 0 deliverable:

- The Release Plan and Product Backlog accurately capture the inputs provided by County staff during the business and technical analysis working sessions.
- The Product Backlog and related artifacts contain sufficient detail to enable the team to understand the requirements and provide accurate build estimates. All items do not require full elaboration, as additional elaboration is expected to occur during later activities. The County Product Owner has assigned a priority for each Product Backlog item.
- Each Product Backlog item is assigned Story Points for purposes of understanding the relative effort to develop each item.

Definition of Ready
The criteria listed below define what the team considers readiness of Product Backlog items for scheduling into a sprint during Sprint Planning:

- Story/PBI contains actors, problem, and value,
- Story should fit in a sprint,
- Story is appropriately documented and ready for building. Supporting material for a Story will be attached to the appropriate "cards" in JIRA,
- Business value should be obvious, if not, it should be explicitly stated,
- Story contains verifiable, explicit acceptance criteria,
- Test case for the Story is written,
- Story focuses on business goals, not solutions.

During Sprint 0 and ongoing Product Backlog elaboration and grooming, the County Product Owner (with support from the Scrum Team) performs the following activities:

- Prioritizes each PBI using the JIRA Priority field (Low, Medium, High, Critical),
- Defines and prioritizes new Product Backlog items (see Change Control section above for process),
- Identifies changes needed to existing Product Backlog items (see Change Control section above for process),
- Continuously monitors relative priorities against the Release Plan (i.e., which PBIs are targeted for each sprint) and applies changes to the Release Plan (in collaboration with the Contractor Scrum Master/Project Manager),
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the Sprint Backlog meets the Definition of Ready prior to the Sprint Planning meeting,
- Directs the Scrum Team in the creation of test cases.

Build Sprints

Build sprints shall begin after the completion of Sprint 0. The County in collaboration with the Contractor Scrum Master/Project Manager and Scrum Team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial Sprint Backlog, and enter the build sprint phase of the Release.

Build sprints continue until the Release Backlog is complete and ready for the Release Readiness or "hardening" sprints.

Prior to the actual configuration or development occurring in a sprint, the team performs Sprint Planning to review the Product Backlog items assigned to the sprint, identify additional details surrounding each item and establish the tangible tasks to be completed by the team. The Scrum Team establishes the Sprint Backlog based on County priorities and by an assessment of the team's capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the Contractor team commits to deliver a distinct set of User Stories/Product Backlog items. Items not completed during the time-boxed sprint (as per the jointly defined Definition of Done and Acceptance Criteria) remain on the Product Backlog for scheduling in a future sprint.

Once the sprint begins, the Sprint Backlog cannot be changed without invoking the Change Control Process. The Product Owner can add new requirements such as changes to a User Story or changes/additions to Acceptance Criteria, to the Product Backlog, but not to the Product Backlog items scheduled for completion within the sprint currently underway. If the new Product Backlog items cause the Product Backlog to exceed the total initial Product Backlog size, equivalent items can be deprioritized (moved off the Product Backlog) or a change order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, standup meetings will be scheduled with the implementation team to discuss what team members accomplished the previous day, plan to accomplish that day, and discuss any issues or roadblocks. At the end of sprint, final meetings will occur as a review and retrospective to discuss the completed sprint and determine what could be changed that might make the next sprint more productive.

During Product Backlog refinement (or grooming), the Product Owner can change the Product Backlog (add, change, remove items) as long as the total effort (hours estimate or Story Points) does not exceed the initially planned Product Backlog size.

 The following outlines each of these key build sprint elements:
1. Sprint Planning Meeting – No longer than 4 hours, held at the start of each sprint to discuss details for completing the tasks as part of the sprint's Product Backlog. The following are the key objectives of this meeting:
    -   The product Owner communicates the scope of work for the sprint, reviewing "ready" Product Backlog items to be done.
    -   The team assesses the work and negotiates with the Product Owner on which PBIs can be completed in the sprint.
    -   The entire team prepares the Sprint Backlog by detailing the work (i.e., tasks) needed to finish the selected Product Backlog items. This includes:
        -   Breakdown of the item into individual tasks,
        -   Estimate of the time required to complete each task,
        -   An allocation of the tasks within the development team.
2. Configuration, Development, and Unit Testing – the team configures and/or develops based on the tasks assigned in the Sprint Backlog.
3. Functional Testing – County resources confirm the unit tested Product Backlog items conform to the acceptance criteria defined for the User Story. If an item passes functional testing, it is promoted to the Product Owner to indicate it is "done" and considered completed for the sprint.
4. Scrum Meetings – each meeting during a sprint, the team holds periodic scrum meetings.
    -   All team members must come prepared.
    -   The meetings should occur at the same time and place every day.
    -   The meetings should be limited (i.e., timeboxed) to fifteen minutes.
    -   Each team member answers the following questions:
        -   What did I do yesterday that helped meet the sprint goal?
        -   What will I do today to help meet the sprint goal?
        -   Do I see any impediments that prevent me or the team from meeting the sprint goal?
    -   Any impediment (stumbling block, risk or issue) identified in the scrum meeting should be captured by the Contractor Scrum Master/Project Manager and an agreed person designated to working toward a resolution (outside of the scrum meeting). No detailed discussions should happen during the scrum.
    -   The scrum enables the Contractor Scrum Master/Project Manager to track a sprint burndown chart that measures the current estimate of outstanding work required to complete each task in the Sprint Backlog against the total available time remaining in the current sprint. If there is a discrepancy, the development team and the Contractor Scrum Master/Project Manager must propose a corrective action plan to the Product Owner.
5. Sprint Review– the team presents the completed work to the Product Owner during the sprint review meeting held at the end of a sprint. The meeting is recommended to be no more than two hours in duration. The following key objective should be met:
    -   The team reviews the work that was completed in the sprint duration. For items that have passed functional testing, the Product Owner assigns a completed status ("done").

- The team also reviews planned work that was not completed. The Product Owner determines (outside of the sprint review meeting) how to re-prioritize any incomplete work for future sprints.
6. Sprint Retrospective Meeting – the sprint retrospective meeting is also held at the end of the sprint and is facilitated by the Contractor Scrum Master/Project Manager. The purpose of this meeting is to foster continuous improvement within the team. This meeting should also be no more than two hours in duration. The following questions should be asked to the entire team:
   - What went well during the sprint cycle?
   - What went wrong during the sprint cycle?
   - What could we do differently to improve?

As part of the Release Planning and Product Backlog grooming, the Product Backlog will be logically sequenced to address dependencies between technical components (conversion, interfaces, and reports). For example, the team will complete the base configuration of the license types during initial sprints (e.g., Sprints 1, 2 and 3). In subsequent sprints, the team will build the next logical layers such as automations, conversions, interfaces, and reports. The following list provides key considerations.

- Solution Foundation – Early build sprints will focus on configuring the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for automations, reports, and interfaces.
- Automations – Automations are built against the base configuration. In some cases, the automation tasks related to a User Story may be scheduled for a later sprint to enable the base configuration to be finalized prior to writing automation code.
- Reports and Interfaces– Reports and interfaces are also built against the base configuration and are scheduled for sprints after the foundation is done.

A given sprint may include one or more of the following: configuration, business automation, report analysis, etc. The goal is to deliver increments of working product functionality within each sprint. If a Product Backlog item/ User Story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of an interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the conversion and interface activities, such as Data Mapping occurring in an early sprint, conversion development occurring in the next sprint, and a test conversion run in a later sprint.

Software Release to Production
Once the Product Backlog items targeted for a Release are complete, the Scrum Team will enter the Production Release sprints to complete Release testing, and code promotion to production. During this project stage, final Release testing (often referred to as "hardening") is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling the promotion of a new set of configurations into production Release, encompassing the following activities:
- Code and configuration promoted to the final staging environment,
- Release hardening and regression tests,
- Code promotion to production,
- Production Release and smoke test.

Release testing cycles are managed in sprints similarly to how they are managed in a waterfall methodology. Once within the Release testing sprint, the team will perform end-to-end hardening test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team's work on go-live critical defects to complete the project stage within the allocated sprint(s) (time box).

Conformance with the Release Definition of Done (which includes no Severity 1 or 2 defects open) constitutes the acceptance criteria for a Release. Defects are deviations from the Acceptance Criteria defined for the Product Backlog item. During the Release Sprint, Severity 1 or 2 defects will be prioritized. Out-of-scope issues will be closed or deferred to a future Release or Post-Production Support Backlog.

Post-Production Support
Following production go live, Contractor and County will complete a Post-Production Stabilization Sprint (4 weeks) to address post-production defects and transition the Release to the County support team.

<u>**Assumptions**</u>
General Assumptions
- To meet the overall timelines of the project, Contractor and County will adhere to the mutually agreed schedule and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Contractor and County determine task deadlines to be documented in the project schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Contractor expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. The second review will focus on defects and comments raised during the first review.
- Sprint Execution – Contractor and County will be responsible for maintaining the quality of the Sprint execution. This includes but is not limited to the duration, scope, task completion, feedback, participation, and Product Backlog grooming required for sprint readiness. Any impact by any party to the Sprint may require a Project Change Order to address the need for more resources (i.e., time) to complete the remaining sprints and project activities. Once the Sprints have been set, any changes to the sprint's scope could result in the need for a Project Change Order to account for the additional Sprints needed.
- Testing Execution – County will be responsible for the build-out and completion of the testing scripts used to validate system functionality against requirements in scope. Case identification and disposition (training, new requirement, or defect) must be agreed upon at the end of each day by the County Product Owner and Contractor Scrum Master/Project Manager. This will allow for the proper execution of priority work items for the team to resolve to successfully close out the Sprint.
- No travel is anticipated in the performance of this scope of work. The County will not be billed for travel expenses or travel time. The County will not receive expense reports or receipts.
- No sales tax or use table shall be included in or added to the prices of material on this order.
- Contractor and County will review their responsibilities before work begins, to ensure that the Services can be satisfactorily completed in the appropriate timeframe.
- Contractor is not responsible for impacts to the timeline that are caused by a dependency on a third party.
- County will work with the Accela SaaS team where lower environments require a refresh from Production.

Records and Configuration
- Contractor will develop or modify up to fifty-five (55) records.
- Contractor will conduct one (1) hour analysis session to assess the Parcel tags requirement (ability to affix and search property-specific information and retain parcel genealogy); if possible, Contractor will configure, implement, and train on the requirement.

Reports
Contractor will provide up to fifteen (15) reports based on details provided:
- Reports are defined as any output of data from the system, such as letters, forms, queries, dashboards, data exports, etc.,
- Reports will be developed using reporting tools as provided by Accela and/or supported in the Accela Cloud (e.g., PowerBI, Microsoft SQL Report Services, Crystal Reports, Accela Ad-Hoc Reports).

Interfaces
Contractor will implement up to four (4) interfaces:
- Online (Citizen Access) payment adapter will be implemented, if an existing adapter is deployed, Contractor will configure for use with the new configuration,
- Bluebeam integration that is limited to viewing the County submitted PDF uploaded to the Accela document storage,
- Waste Management/Green Halo will be implemented but is limited to the API calls provided by the third-party vendor,
- Accela GIS will be implemented to support the base integration with Accela.

Conversions
No Data Conversions are in scope for this project.

Training
End-user Training
- Five (5), four-hour end-user trainings will be provided to the County spread across planning and licensing, with no more than 10 students per class.

User Acceptance Testing
- System testing should occur in each of the sprints, but the final sprint before each Release will be dedicated to testing conducted by the Client. The final sprint will include 4 weeks of user acceptance testing.

Performance Measures
The following performance measures will be used to evaluate the Contractor's performance:

Measure	FY 2024-25 Projected	FY 2025-26 Projected
Percent of planning permits fully automated through Accela permitting system (from application through issuance)	60% of planning permit types	100% of planning permit types
Percent of Sprints accomplished with no severity 1 or 2 faults remaining	>80%	>80%
Percent of project phases that are completed on schedule established at that phase's kick-off	>75% of phases completed on time, unless delayed due to documented work stoppage on County's side	>75% of phases completed on time, unless delayed due to documented work stoppage on County's side

NOTE: these performance measures may be altered based on the decisions made during the Review and Planning phase of the project.

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 will ensure that any web portal for public use must be protected against SQL injections and DOS exploits.

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.

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 for Services rendered to planning_fiscal@smcgov.org on a Deliverable payment basis, identifying the Agreement Number, specific work completed, the contract do-not-exceed amount ($599,677.50), and the amount remaining unspent under this contract. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.

Total number of hours	Cost per hour	Total cost
3,241.5	$185.00	$599,677.50

In the event County requests additional services beyond those identified in Exhibit A, Contractor's hourly rate for those additional services will be $195 per hour, and any such additional services and associated budget will be specified in a written amendment to this Agreement signed by the parties.