

Attachment A

Professional Services Agreement with SDG Group

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and SDG Consulting US, Inc., a Delaware corporation whose principal address is 135 Route 202 & 206 Ste 1, Bedminster, NJ 07921 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Aimee Miller at phone number (805) 568-2706 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Samuel Martinez at phone number (609) 647-2528 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: County of Santa Barbara, Information Technology Department, ITD Finance, 105 E. Anapamu Street, Room 304, Santa Barbara, CA 93101

To CONTRACTOR: SDG Consulting US, Inc., 135 Route 202 & 206 Ste 1, Bedminster, NJ 07921

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed other than by the Chair of the COUNTY Board of Supervisors, only to the extent that such COUNTY representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement.

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services, but no later than December 31, 2026, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes,

unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of all final deliverables specifically developed by CONTRACTOR for COUNTY under this Agreement, including reports, analyses, documentation, and other materials expressly identified as deliverables in this Agreement (the "Deliverables"), upon their creation and delivery, whether or not completed, provided that such ownership shall not extend to Contractor Background IP (as defined below).

Notwithstanding the foregoing, CONTRACTOR shall retain all right, title, and interest in and to any intellectual property, materials, methodologies, processes, tools, software (including source code), models, algorithms, frameworks, templates, technologies, know-how, and other proprietary materials that were developed, owned, or licensed by CONTRACTOR prior to the Effective Date of this Agreement, or developed independently of this Agreement (collectively, "Contractor Background IP"), including any enhancements, modifications, or derivative works thereof.

To the extent that any Contractor Background IP is incorporated into or necessary for the use of the Deliverables, CONTRACTOR hereby grants to COUNTY a perpetual, non-exclusive, non-transferable, royalty-free license to use such Contractor Background IP solely for COUNTY's internal use in connection with the Deliverables and for the purposes for which the Deliverables were created. Nothing in this Agreement shall be construed as transferring ownership of Contractor Background IP to COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all Deliverables created specifically for COUNTY under this Agreement, excluding any Contractor Background IP incorporated therein. COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Deliverable. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that none of the Deliverables or other items provided under this Agreement will infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Deliverable or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to annually audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, or COUNTY audit exceptions are made directly resulting from CONTRACTOR's material breach of this Agreement or failure to comply with applicable laws or the express requirements of this Agreement, CONTRACTOR shall reimburse all reasonable and documented costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

In no event shall CONTRACTOR be responsible for penalties, fines, or costs solely resulting from actions, omissions, or instructions of COUNTY or third parties not under CONTRACTOR's control.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

CONTRACTOR's total aggregate liability for any and all claims, damages, losses, or expenses arising out of or in connection with this Agreement, including from or related to audit exceptions under this Agreement, shall not exceed the total fees paid or payable to CONTRACTOR under this Agreement.

CONTRACTOR shall not be liable to COUNTY for any indirect, incidental, special, exemplary, or consequential damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunity, or loss of anticipated savings.

This limitation of liability does not apply to any and all claims, damages, losses, or expenses, including reasonable attorney's fees and litigation costs, based on third party claims of negligence, reckless or willful misconduct arising out of the CONTRACTOR's performance of this Agreement.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this

Agreement in whole or in part by providing written notice to CONTRACTOR specifying the nature of the breach. CONTRACTOR shall have thirty (30) days from the receipt of such notice (the "Cure Period") to remedy the breach to the reasonable satisfaction of COUNTY. If at the end of the Cure Period the breach remains uncured, COUNTY may issue a written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on the Parties and their respective successors and assigns and inures to the benefit of their respective permitted successors and assigns to the extent in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections 1 through 32 of this Agreement (“Numbered Sections”) and the provisions contained in the Exhibits attached hereto, the provisions contained in the Numbered Sections of this Agreement shall control and prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail. No provisions, terms, or conditions will be incorporated herein via hyperlink or reference to any website or URL. If any proposal, quote, invoice, or Deliverable provided by CONTRACTOR hereunder includes any additional terms (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between provisions set forth in the Numbered Sections and Exhibits of this Agreement (“County Terms”), on the one hand, and CONTRACTOR’s Terms, on the other, the County Terms shall take precedence and control, followed by (i) task orders or change orders duly executed by COUNTY hereunder, and then (ii) CONTRACTOR’s Terms, if any.

Agreement for Services of Independent Contractor by and between the County of Santa Barbara and SDG Consulting US, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair
Board of Supervisors

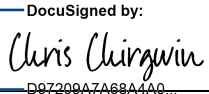
Date: _____


RECOMMENDED FOR APPROVAL:

Information Technology Department

CONTRACTOR:

SDG Consulting US, Inc., a Delaware corporation

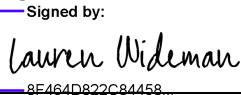
By: 
DocuSigned by:
Chris Chirgwin
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Department Head

By: 
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Samuel Martinez
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Authorized Representative

Name: Samuel Martinez
Title: Managing Director Partner

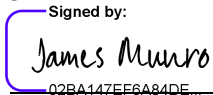
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Signed by:
Lauren Wideman
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Signed by:
James Munro
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Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Signed by:
Marisa Kalin
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Risk Management

EXHIBIT A
STATEMENT OF WORK

SDG Consulting US, Inc., shall be responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY 's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Statement of Work

Data Governance Program Mobilization (Jan 2026)

Prepared by:
SDG Group

Statement of Work

This Statement of Work ("SOW") is attached as Exhibit A to and a part of that certain Agreement of Services of Independent Contractor by and between SDG Consulting US, Inc. ("SDG" or "SDG Group" or "CONTRACTOR") and the County of Santa Barbara ("Santa Barbara" or "Client" or "CoSB") dated on or about April 21, 2026 ("Agreement"), and describes the Services to be provided by SDG as "CONTRACTOR" under the Agreement.

Summary: Project Background and Purpose

General Introduction & Background

Building upon the recently completed Data Governance Assessment and Strategy initiative, CoSB has identified a strategic path to move from an "Emerging" state of data maturity toward a "Democratized" environment. The initial assessment, which covered 20+ departments and 200+ core processes, highlighted pervasive data silos and a heavy reliance on manual data reconciliation.

To bridge this gap, the County is now initiating a **6-month Mobilization Phase**. The purpose of this engagement is to architect and operationalize a federated governance model that provides central guidance through a Center of Excellence (CoE) while empowering departmental Data Owners and Stewards. This work will proceed in parallel with technical infrastructure planning to ensure the County is "data-ready" for the launch of its future enterprise data platform.

Phase I Summary: Foundational Mobilization (Months 0-3)

In Phase I, SDG will **architect and draft** the foundational governance assets required to move the program from a conceptual strategy to a set of operational mandates. During this three-month period, SDG will deliver a "program-in-a-box" consisting of v1.0 draft assets ready for internal review. Key activities include:

- Refining the **federated operating model** and defining formal mandates for the CoE, the Executive IT Committee (EITC), and the Data Enablement & Enterprise Platform (DEEP) Committee.
- Drafting **"Data Ready" ground rules**, including data classification methodologies, platform intake standards, and initial Role-Based Access Control (RBAC) principles.
- Conducting targeted **advisory reviews** of existing tools, such as Microsoft Purview, to identify immediate gaps with the new governance policies.

Phase II Summary: Program Activation & Launch (Months 4-6)

The second half of the mobilization focuses on **activating** the governance structure and enabling the County's staff to operate within the new framework. The goal is to secure formal approvals for ground rules and initiate the first cohort of data stewards. Key activities include:

- Supporting the DEEP Committee through a two-step policy review process: first, securing **provisional "working" approval** to unblock immediate technical implementation, and second, facilitating the adjustments needed for **formal approval and ratification** by executive steering bodies.

- **Expanding the policy package** to include data product management lifecycles (retention/deletion), financial cost-attribution principles, and a central risk registry.
- Building the **"human infrastructure"** through the development of a SharePoint-based Governance Hub, data literacy training materials, and onboarding kits for newly identified Data Owners and Stewards.

Scope of Work

CONTRACTOR will provide the following Deliverables

Phase I: Foundational Mobilization

No.	Item	Description	Activities	Deliverables
1.1	Refine & Formalize Core Governance Roles and Responsibilities	This Deliverable details the specific responsibilities for the new and existing roles required to execute the federated model. This information will be incorporated into and formally ratified as part of the Program charter.	<p>Develop initial role descriptions for the core CoE staff identified in the roadmap (e.g., Data Governance Lead, Data Governance Analyst) to support CoSB's hiring/sourcing process.</p> <p>Develop detailed role descriptions and RACI (Responsible, Accountable, Consulted, Informed) matrices for the key federated roles: Data Owner (Departmental leadership) and Data Steward (Departmental SMEs).</p>	<ul style="list-style-type: none"> • Detailed Role Descriptions (Data Owner, Steward, DG Manager, etc.) • RACI Matrices
1.2	Define Governance Program Structure	A finalized operating model diagram and narrative that explicitly defines the reporting lines, decision-making hierarchy, and functional relationships within the federated governance model. This Deliverable resolves key structural questions regarding how the Central Data Governance Team (CoE) interfaces with executive oversight (e.g., EITC), policy-making bodies (e.g., DEEP Committee), and domain-specific "spokes" (e.g., GIS, MNI, AI). It serves as the visual blueprint for the program's authority.	<p>Refine Governance Hierarchy Diagram: Review and finalize the "Proposed Program Structure" visual to confirm the direct reporting line between the Central Data Governance Team (CoE) and the Enterprise IT Committee (EITC).</p> <p>Define Committee Relationships: Explicitly document the relationship between the CoE and the Data Enablement & Enterprise Platform (DEEP) Committee. (e.g., Define if DEEP creates the standards that the CoE enforces, or if they act as an advisory board).</p> <p>Map "Spoke" Interactions: Define the high-level interaction model for existing and future domain-specific committees (e.g., GIS Steering Committee, AI Steering Committee, MNI) to ensure they retain autonomy while aligning with central CoE standards.</p> <p>Establish Escalation Pathways: Document the flow of issue escalation from the Program Spokes → CoE → EITC/Executive Leadership.</p>	<ul style="list-style-type: none"> • Operating Model/Relational Diagram

<p>1.3</p>	<p>Draft Data Governance Program + Group Charters (v1.0) (CoE, EITC, DEEP)</p>	<p>This Deliverable serves as the codification of the County's data governance program. It moves the concept of "Federated Governance" from a slide deck to a set of to-be ratified, operational mandates. The Program Charter establishes the "Constitution" - the overarching authority, vision, and guiding principles (e.g., "Departments Own Their Data") authorized by executive leadership. The Group Charters translate this authority into specific operating instructions for the three initial governance bodies, defining exactly what they are responsible for, who they serve, and their decision-making limits.</p>	<p>Program Charter: Synthesize the Executive Vision, Current State Analysis, and Governance Strategy into a single charter.</p> <p>Document the program's vision, mission, guiding principles (e.g., "Departments Own Their Data"), and strategic objectives.</p> <p>Vision & Principles: Formalize the strategic objectives (e.g., "Trusted, Connected Data") and the non-negotiable guiding principles (e.g., "Data is a Valuable Asset").</p> <p>Scope Definition: Explicitly define what is "In-Scope" for Year 1 (e.g., foundational policy, pilot departments) vs. "Out-of-Scope" to manage expectations.</p> <p>Group Charters: Define and draft the formal charter for the Data Governance Center of Excellence (CoE), outlining its mandate as the central support, guidance, and standards body.</p> <p>Define and draft the formal charter for the Data Governance Steering Committee (DGSC; likely an extension of the existing EITC), outlining its decision-making authority (e.g., enterprise policy approval, dispute resolution, investment prioritization) and proposed membership (e.g., Department Heads, CIO, CISO).</p> <p>Define and draft the formal charter for the Data Enablement & Enterprise Policy (DEEP) Committee, outlining its mandate as the central driver of foundational enterprise data policies impacting the central data platform and other enterprise-wide platforms (e.g., M365)</p>	<ul style="list-style-type: none"> • Data Governance Program Charter (v1.0) • CoE, Steering Committee, and DEEP Committee (v1.0) Charters
<p>1.4</p>	<p>Develop Governance Standards Toolkit (v1.0)</p>	<p>A set of ready-to-use document templates ensuring all future governance artifacts look professional and contain necessary information. These "tools to build tools" allow the CoE to draft consistent policies without starting from a blank page every time.</p>	<p>Develop Policy Template: Create a branded MS Word template including required sections (e.g., Purpose, Scope, Roles, Compliance, Effective Date).</p> <p>Create Quality Assurance (QA) Checklist: Develop a simple "pre-submission" checklist for the CoE to verify a policy is complete before sending it for approval (e.g., "Has Legal reviewed?", "Is the Data Owner defined?").</p>	<ul style="list-style-type: none"> • Branded MS Word Policy Template • Policy Quality Assurance (QA) Checklist

1.5	Define Policy & Standards Approval Workflow	A formal document defining the hierarchy of governance rules and the specific path required to approve them. This ensures clarity regarding which body (Steering Committee vs. DEEP vs. CoE) has the authority to mandate new rules.	<p>Define Governance Artifact Hierarchy: Document the clear definitions and distinctions between Policies (high-level, mandatory), Standards (technical rules), Guidelines (best practices), and Procedures (instructions).</p> <p>Map Approval Workflows: Create a visual process map defining the ratification path for each document type.</p>	<ul style="list-style-type: none"> • Governance Artifact Hierarchy Definitions • Visual Approval Workflow Maps
1.6	Define Governance Prioritization and Measurement (KPI) Processes	This Deliverable establishes the operational "heartbeat" of the governance program. It defines the recurring processes required to ensure the program remains aligned with business strategy and demonstrates tangible value to leadership. SDG will document exactly how the Center of Excellence (CoE) interacts with the Steering Committee (EITC) to secure funding/approval for future initiatives and how the CoE reports progress back to those stakeholders (CoSB staff assigned to the project)	<p>Design Annual Governance Prioritization Process: Define the workflow for how the CoE gathers needs from departments and presents a "Governance Portfolio" to the Steering Committee for approval.</p> <p>Define Initial Success KPIs (Programmatic): Select and define 3-5 foundational Key Performance Indicators (KPIs; taken from prior assessment/strategy initiative) to measure the adoption and health of the governance program itself during its first year. Program-level KPIs will be prioritized over Operational (technically driven) KPIs until the data platform has been established.</p> <p>Develop Executive Dashboard Mock-up: Create a visual design prototype for the Quarterly Steering Committee Report. This is a design artifact, not a technical build.</p>	<ul style="list-style-type: none"> • Annual Governance Prioritization Workflow • Initial Program Success KPIs Identified & Defined • Executive Dashboard Mock-up
1.7	Foundational Policy Package (Identify & DRAFT (v1.0) Enterprise Policies for Later Review)	This workstream delivers the critical "Day 1" rules required to operate the federated model and future data platform. SDG will review the current policy landscape to identify gaps and then draft the high-priority, platform-agnostic standards necessary to secure data and manage the flow of information. These drafts serve as the starting point for the Steering Committee's review and ratification process.	<p>Activities may include the assessments and draft policies described below (1.7a - 1.7f):</p>	
1.7a	<i>Assessment: Review existing policy inventory</i>	Conduct a rapid review of existing formal and informal data policies to identify coverage gaps. Create a Prioritized Policy Backlog that ranks future policy needs based on risk and operational urgency.	<ul style="list-style-type: none"> • Policy Inventory Analysis • Prioritized Policy Backlog 	
1.7b	<i>Draft: Data Classification & Tagging Standard (Sensitivity Only) (v1.0)</i>	Define the business definitions for data sensitivity levels (e.g., Public, Internal, Confidential/PII, Restricted). Note: This defines the labels and handling rules. It does not include the technical execution of tagging individual files or database rows.	<ul style="list-style-type: none"> • Data Classification & Tagging Standard (v1.0) 	

1.7c	<i>Draft: Platform Onboarding & Intake Model (v1.0)</i>	This defines the lightweight "front door" process for a department that wants to onboard a new data source or build a new data product on the platform. Intake Form: Create a template to capture business value, data owner, and use case. Workflow: Map the triage process for how the CoE reviews and approves these requests.	<ul style="list-style-type: none"> • Platform Intake Form Template • Onboarding Triage Workflow Map & Related Policy (v1.0)
1.7d	<i>Draft: Data Onboarding Standard (v1.0)</i>	This policy explicitly lists the non-negotiable prerequisites for any data asset to be onboarded (e.g., data must have a defined Owner, Steward, and basic metadata descriptions). This is the core "rules of the road" document.	<ul style="list-style-type: none"> • Data Onboarding Standard (v1.0)
1.7e	<i>Draft: Platform Technical Standards (Policy Principles [e.g., RBAC] + Tech Proc Backlog)</i>	Document the governing principles for technical security (e.g., "Access is granted via RBAC groups, not individual user accounts"). Create a Technical Procedure Backlog listing the specific configurations that must be defined once the platform (Fabric/Snowflake/Azure) is selected.	<ul style="list-style-type: none"> • Technical Policy Principles Document • Technical Procedure Backlog
1.7f	<i>Draft: Data Onboarding Prioritization Rubric (v1.0)</i>	Develop an objective scoring matrix to help the CoE decide which data requests to approve and assist first. Criteria will include strategic alignment, reuse potential, and data readiness.	<ul style="list-style-type: none"> • Data Onboarding Prioritization Rubric (v1.0)
1.8	Review & Advise: Purview Data Classification & DLP Review	A targeted advisory review of the County's current Microsoft Purview Data Classification and Data Loss Prevention (DLP) definitions. The objective is to assess whether the existing technical configurations align with the new Data Governance policies being drafted. This is a "health check" to identify immediate gaps or conflicts before broader platform mobilization.	<p>Review Existing Purview Definitions: Conduct a rapid review of currently configured sensitivity labels, retention labels, and active DLP policies within the County's MS Purview tenant (based on documentation or walkthroughs provided by ITD).</p> <p>Conduct Policy Alignment Gap Analysis: Compare the existing Purview configurations against the newly drafted Data Classification Policy (created in the Governance workstream) to identify inconsistencies (e.g., "Purview has 3 labels, but the Policy requires 4").</p> <p>Develop Strategic Recommendations: Draft a high-level summary (1-2 slides) outlining specific updates required to bring the Purview technical environment into alignment with the new governance framework.</p> <ul style="list-style-type: none"> • Purview Policy Gap Analysis Report (1-2 pgs) • Strategic Alignment Recommendation Summary (1 pg)

<p>1.9</p>	<p>DEEP Committee Kick-off & Charter Ratification</p>	<p>This Deliverable marks the official launch of the Data Enablement & Enterprise Policy (DEEP) Committee, transitioning the governance program from design to operation. SDG will convene the appointed technical and business leaders to align on their mandate, review the drafted Charter, and formally establish the group's authority to set enterprise data standards and guide platform development.</p>	<p>Prepare Kick-off Materials: Develop a structured agenda and presentation deck for the inaugural meeting. Content will focus on onboarding members to their new roles, reviewing the Draft Charter, and establishing the Year 1 meeting cadence.</p> <p>Facilitate Kick-off Session: Lead the initial working session with the primary objective of reviewing the Committee Charter.</p> <p>Key Agenda Item: Walkthrough of the decision-making authority (e.g., What can this group approve vs. what must go to the Steering Committee?).</p> <p>Facilitate Charter Ratification Process: Manage the discussion to reach a consensus on the Charter content. Record the vote/approval or document specific amendments required for final signature.</p> <p>Note: SDG will facilitate the session and provide all supporting materials. However, the CoSB is responsible for appointing the committee members and securing their attendance. *While our objective is ratification during this session, final approval is subject to the Committee's consensus.</p>	<ul style="list-style-type: none"> • Committee Kick-off Materials (Agenda/Deck) • Meeting Minutes / Ratification Record • Finalized DEEP Committee Charter*
<p>1.10</p>	<p>Data Steward & Champion Identification Matrix (v1.0)</p>	<p>A strategic talent identification tool designed to help the CoE build its "human infrastructure." While Data Stewards are operational roles focused on quality and policy, Data Champions are cultural change agents who advocate for analytics and adoption. This Deliverable provides a structured methodology for identifying, categorizing, and recruiting these individuals from across the County, ensuring the governance program has the right mix of technical expertise and political influence.</p>	<p>Define Role Personas: Create clear profiles for the two distinct "power user" types to ensure the CoE recruits the right people for the right tasks:</p> <p>The Steward (Operational): Focus on subject matter expertise, system access, and data quality (e.g., "Fixes the data").</p> <p>The Champion (Cultural): Focus on enthusiasm, influence, and analytics usage (e.g., "Sells the value").</p> <p>Develop Identification Criteria: Establish the qualification rubric for candidate selection. Criteria will include Data Literacy Level, Departmental Influence, Tool Proficiency, and willingness to change.</p> <p>Functionality: The tool will categorize individuals into "Quadrants" (e.g., Potential Steward, Potential Champion, Executive Sponsor, or General User) to guide recruitment efforts.</p>	<ul style="list-style-type: none"> • Steward & Champion Role Personas • Candidate Qualification Rubric

Phase II: Program Activation & Launch

No.	Item	Description	Activities	Deliverables
2.1	DEEP Committee: Ongoing Advisory Support & Policy Review	This Deliverable provides the ongoing facilitation required to turn the DEEP Committee into an active decision-making body. SDG will guide the committee through two critical early-stage activities: (1) Reviewing and operationally approving the Phase I foundational policies to unblock technical implementation, and (2) Identifying the "Policy Gap" to build a backlog of future governance needs based on their operational pain points.	<p>Solicit & Define Policy Backlog: Facilitate a "Gap Analysis" discussion to identify other critical governance needs not covered in Phase I.</p> <p>Discussion: "What other rules are missing that cause daily friction?" (e.g., AI usage rules, specific cloud storage limits, vendor data standards).</p> <p>Facilitate Policy Review & "Operational Go-Ahead": Conduct working sessions to walk the committee through the Foundational Policy Package (drafted in Phase I).</p> <p>Objective: Secure "Operational Ratification": a formal agreement from the committee that the policies are sufficient to govern the immediate data pilot, allowing the technical team to proceed while formal/executive ratification is pursued in parallel.</p> <p>Output: Documented consensus/approval in meeting minutes.</p>	<ul style="list-style-type: none"> • Prioritized Future Policy Backlog • Documented Operational Ratification (Minutes)
2.2	EITC Quarterly Update	Provide the materials and preparation required for the first formal update to the Enterprise IT Committee (EITC) regarding the Data Governance Program. The objective is to secure continued executive sponsorship by demonstrating the "Operational Go-Ahead" achieved by the DEEP Committee, highlighting the mobilization of the pilot use cases, and reporting on the initial programmatic health.	<p>Draft Program Update Content: Develop the narrative and visuals for the update, possibly focusing on (as appropriate):</p> <ul style="list-style-type: none"> - Milestones Achieved: Mobilization of the CoE and DEEP Committee - Pilot Status: Overview of the initial datasets being ingested (e.g., Public Works Asset Management) and the governance applied. - Roadmap Look-ahead: Upcoming priorities for the next quarter. - Visualize Initial KPIs: Populate the "Dashboard Mock-up" designed in Phase I with initial qualitative data (e.g., "Roles Filled," "Policies Drafted") to demonstrate program health. - Sponsor Preparation Session: Conduct a dry-run with the Client Sponsor/CIO to review the materials and refine the specific "ask" or decision required from the EITC (if any). 	<ul style="list-style-type: none"> • Quarterly Progress Presentation • Initial Program Health Scorecard

2.3	Phase II Governance Policy Expansion Package (Draft v1.0)	SDG will draft the next set of critical operational standards required to mature the platform. These policies establish the "Trust Framework" (Certification), the "Lifecycle" (Retention/Deletion), and the "Financial Model" (Cost Attribution) to ensure the platform remains sustainable and trusted as it scales.	<p>Note: Policy topics are subject to DEEP Committee prioritization and may be substituted based on emerging needs. Drafting these items is contingent on Phase I policies achieving operational approval without substantial rework.</p> <p>Draft policies may include those described below (2.3a - 2.3d; pending time allowed):</p>
2.3a	<i>DRAFT - Data Certification (& Cataloging) Standard (v1.0)</i>	<i>Establish the requirements (e.g., "Gold = Automated DQ + Steward Verified," "Bronze = As-is Source Data") to help users distinguish between curated and raw data.</i>	<ul style="list-style-type: none"> • Data Certification & Cataloging Standard (v1.0)
2.3b	<i>DRAFT: Data Product Management Lifecycle (Incl. Retention & Deletion Policy) (v1.0)</i>	<i>Specifically define the Retention & Deletion triggers to prevent the platform from becoming a digital dumping ground (e.g., "Unused data products are archived after 12 months").</i>	<ul style="list-style-type: none"> • Data Product Management Lifecycle Policy (v1.0)
2.3c	<i>DRAFT: Financial Governance & Cost Attribution Policy (Policy Principles)</i>	<i>Define the principles of cost accountability (e.g., "Departments are responsible for the storage costs of their unique data archives") without defining the exact technical chargeback mechanism (which depends on the final platform).</i>	<ul style="list-style-type: none"> • Financial Governance Principles Document (v1.0)
2.3d	<i>DRAFT - Onboarded Data Risk Registry (v1.0)</i>	<i>Develop the tool (Excel/Form) used to register specific risks (e.g., "Contains PII," "Subject to CJIS Audit") so the CoE maintains a central log of all high-risk assets.</i>	<ul style="list-style-type: none"> • Onboarded Data Risk Registry Tool (v1.0)
2.4	Stakeholder Outreach + Owner/Steward Identification	SDG will conduct targeted outreach to leadership within a target Pilot Group (TBD) to socialize the governance roles and identify specific individuals to fill the "Data Owner" and "Data Steward" seats. The objective is to build a Stakeholder Map for the initial rollout, "penciling in" the right people to prepare for future enablement.	<p>- Conduct Leadership Outreach Sessions: Schedule and facilitate initial consultations with Department Heads and Deputies within the prioritized Pilot Group. Use the Data Owner Briefing (Phase I) to explain the role requirements and time commitment.</p> <p>- Execute Identification Assessment: Apply the Data Steward & Champion Identification Matrix to the individuals nominated by leadership.</p> <p>> Activity: Validate that nominated candidates possess the necessary subject matter expertise and authority.</p> <p>- Build the Stakeholder Map: Populate the master roster with "Candidate" Owners and Stewards for the in-scope departments. Map these individuals to their respective potential data domains.</p> <p>Note: Scope is limited to the identification and mapping of potential candidates based on leadership nominations. Outreach will be restricted to a maximum of three (3) prioritized departments (e.g., the Pilot Functional Group) to ensure focused engagement. Formal appointment, HR adjustments, onboarding, and active training are excluded from this Deliverable.</p> <ul style="list-style-type: none"> • Pilot Group Stakeholder Map • Confirmed Candidate Roster

2.5	Develop Governance & Training Hub (SharePoint v1.0) + Publish DG Literacy Material	<p>To ensure immediate access to governance standards without the lead time of a full intranet development cycle, SDG will establish a Central Governance Repository. This Deliverable focuses strictly on the storage and organization of governance artifacts. SDG will configure a centralized document library (leveraging existing County tools like MS Teams or SharePoint) to serve as the secure, searchable home for all charters, policies, and templates created in this engagement.</p>	<ul style="list-style-type: none"> - Configure Repository Structure: Set up a logical folder hierarchy (e.g., 01-Charters, 02-Policies, 03-Templates) within an existing County workspace. - Upload & Organize Content: Centralize all approved Phase I & II Deliverables into the repository, ensuring consistent naming conventions for easy searchability. - Define Access Permissions: Work with the Client Sponsor to set read/write permissions (e.g., "CoE can Edit, County Staff can Read"). <p>Note: This Deliverable represents a file repository configuration, not a full website or portal development. It utilizes existing infrastructure (e.g., a standard MS Teams Channel or SharePoint Document Library) and excludes custom page design, navigation menus, or visual branding.</p>	<ul style="list-style-type: none"> • Configured SharePoint/Teams Governance Hub • Organized Document Library
2.6	Q1 Governance KPI Report & Broad Communication	<p>SDG will aggregate the initial "Mobilization Metrics" defined in Phase I to create the first Quarterly Progress Report. Simultaneously, SDG will draft the accompanying narrative communication that contextualizes these numbers, celebrates the launch of the CoE and DEEP Committee, and directs staff to the newly established Governance Repository/Hub.</p>	<ul style="list-style-type: none"> - Aggregate Mobilization KPIs: Collect the current values for the "Programmatic KPIs" defined in Phase I (e.g., % of Steering Committee Seats Filled, # of Policies Ratified, # of Pilot Datasets Identified). - Draft Executive Progress Report: Create a high-level "Scorecard" summarizing the program's health and mobilization status for the EITC/Steering Committee. - Draft County-Wide Launch Communication: Write the "All-Staff" announcement script for the Executive Sponsor. <p>> Content: Announce the program's official start, introduce the CoE mission, highlight the "Pilot" wins (or plans), and link to the FAQ/Repository (if applicable).</p>	<ul style="list-style-type: none"> • Q1 Program KPI Report • Executive Health Scorecard • County-Wide Launch Communication Script
2.7	Data Analytics Literacy Material	<p>Building upon the existing Data Governance Literacy foundation, SDG will develop educational materials designed to upskill County staff on the consumption and improvement of data. The objective is to foster a culture of collaboration, teaching users how to approach data analysis (i.e., asking the right questions).</p>	<ul style="list-style-type: none"> - Develop "Analytics 101: Asking Great Questions" Material: Create a training module focused on the business side of analytics (tool-agnostic). <p>> Example Content: The Data Analysis Lifecycle (Question -> Data -> Insight -> Action), basic data storytelling principles, and avoiding common pitfalls (e.g., correlation vs. causation, bias).</p>	<ul style="list-style-type: none"> • "Analytics 101" Training Module
2.8	Data Owner & Steward Onboarding Kit	<p>A comprehensive enablement package designed to formally induct the newly identified governance roles. This kit provides the distinct materials required for two different audiences: a concise, high-level briefing to secure accountability from Data Owners (Department Heads), and a detailed,</p>	<ul style="list-style-type: none"> - Develop Data Owner Executive Brief: Create a concise briefing document summarizing the "Accountability Profile" for Data Owners. <p>> Example Content: "What decisions do I own?", "What are my risks?", and "How do I support my Steward?"</p>	<ul style="list-style-type: none"> • Data Owner Executive Brief • Data Steward Handbook • Stewardship Training Presentation

		process-oriented handbook to equip Data Stewards (SMEs) for their daily operational duties.	<p>- Develop Data Steward Handbook: Draft the primary reference guide for the operational "doers."</p> <p>> Example Content: Detailed RACI breakdown, a "Day 1 Checklist" (e.g., verifying data inventory), and reference guide for the Data Classification and Intake policies.</p> <p>- Develop Stewardship Training Module: Create the standard presentation deck used to train new stewards.</p> <p>> Example Content: Overview of the Federated Model, the CoE Service Model, and a walkthrough of the Steward Handbook.</p>	
2.9	Future Technical Upskilling Plan (v1.0)	To ensure the County is ready to operate the future data platform immediately upon selection, SDG will define the necessary Technical Talent Strategy. This Deliverable answers the critical question: "What skills do our people need to build and maintain this?" SDG will define the core technical personas required for a modern cloud data stack and map the specific competencies they need, creating a clear "Hiring & Training" blueprint for the implementation phase.	<p>- Define Future Technical Personas: Create standardized role profiles for the core technical team members required to support the future data platform (likely including Data Engineer, Analytics Engineer, and BI Developer).</p> <p>- Develop Competency Matrix: Map the specific skills required for each persona.</p> <p>> Example Activities: Define the "Must-Have" competencies (e.g., "Advanced SQL," "Data Modeling," "CI/CD Principles")</p>	<ul style="list-style-type: none"> • Technical Talent Strategy Blueprint • Technical Competency Matrix

Assumptions

General Operational Assumptions

- **Business Hours:** Client and operational teams are expected to work a standard work week (Monday-Friday) during the business hours of 8AM-5PM, Pacific Time.
- **Personnel Availability:** Key personnel, specifically the core Data Governance stakeholders, CoE staff, DEEP Committee members, and EITC leadership, will be available based on an agreed-upon schedule that aligns with the project's overall timeline.
- **Knowledge Accuracy:** Stakeholders engaged in policy reviews and committee sessions will have sufficient authority and knowledge of their respective domains to provide accurate information and make informed governance decisions.
- **Review Timelines:** Each of the parties hereto will adhere to agreed-upon, reasonable timelines for reviews, feedback, and approvals to avoid delays in deliverable completion.
- **Administrative Responsibility:** The Client Sponsor is responsible for appointing committee members and securing their attendance for required facilitation sessions.

Project-Specific Assumptions

- **Implementation vs. Design:** This engagement is a governance mobilization phase focused on architecting "v1.0" assets; it does not include the technical implementation, configuration, or customization of platforms like Microsoft Fabric, Microsoft Purview, dbt, Snowflake, or any other technical platforms. Any technical implementation or infrastructure setup is presumed to be occurring in a parallel or future track not covered in this Agreement.
- **Approval Hierarchy for v1.0 Assets:** SDG is responsible for the architecting and delivery of "v1.0 Draft" governance assets. Deliverable acceptance is achieved once immediate CoSB stakeholders are aligned that a draft is of sufficient professional quality to move to committee review.

- **Approval Responsibility & Control:** While SDG will provide facilitation support for (1) **Operational Ratification** (consensus within DEEP Committee minutes to unblock technical implementation) and (2) **Formal Ratification**, these outcomes are ultimately outside of SDG's control. Consequently, neither "Operational" nor "Formal" ratification by the DEEP or EITC committees is a condition for deliverable acceptance or phase completion.
- **Committee Throughput & Capacity:** Due to uncontrollable variables in committee dynamics, it is possible that not all Phase I or Phase II drafts will receive operational or formal approval within the 6-month Term. SDG will work with the Stakeholders to prioritize the review of foundational "Data Ready" ground rules necessary to unblock technical implementation.
 - Stakeholders will support the 'batching' of related policies (e.g., Onboarding Standard and Intake Model) for concurrent review to maximize committee throughput.
- **Revision Scope & Effort:** SDG will minor adjustments based on committee feedback. Substantial revisions to a core mandate, content, organizational strategy, or legal posture remain the responsibility of CoSB's internal IT Policy and Standards committees.
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- **Nature of Strategic Technical Deliverables:** Deliverables focused on technical standards and reviews (1.7e, 1.8, and 2.3c) are intended as strategic frameworks and best-practice guidelines. These documents will define high-level principles (e.g., RBAC logic), procedural backlogs, and directional recommendations. They do not include technical research into platform-specific edge cases, the creation of granular configuration scripts, or the technical validation of policies against a live production environment.
- **Contextual Platform Assumption:** While CoSB has not officially selected a future technical platform, these deliverables will be contextualized using CoSB's presumed technical direction (e.g., Microsoft Fabric and Purview) to ensure they are helpful and relevant. Should the technical direction change significantly, these assets will be delivered as platform-agnostic best practices.
- **Purview Review Limitations:** The **Purview Data Classification & DLP Review** (1.8) is a targeted "health check" and gap analysis based on documentation or walkthroughs provided by ITD. It does not include technical remediation, the manual tagging of data, or the configuration of active DLP policies.
- **Governance Hub Limitations:** The **Governance & Training Hub** (2.5) represents a file repository configuration within existing infrastructure (e.g., SharePoint/Teams) and excludes custom website design or full intranet portal development.
- **Pilot Outreach Scope:** For the Stakeholder Outreach and Owner/Steward Identification (2.4), outreach will be restricted to a maximum of three (3) prioritized departments to ensure focused engagement.
- **Upskilling Blueprint:** The **Future Technical Upskilling Plan** (2.9) is a strategy and competency blueprint; it does not include actual staff recruitment or technical training of personnel.

Client Responsibilities

- **DEEP Committee Formation & Commitment:** CoSB is responsible for identifying and appointing members to the Data Enablement & Enterprise Platform (DEEP) Committee by the conclusion of Month 1. CoSB leadership must ensure these individuals have the formal time allocation to attend bi-weekly working sessions at times agreeable to CoSB and perform necessary pre-meeting document reviews, provided that such documents are provided by SDG sufficiently in advance of such meetings as specified by CoSB.
- **Executive Alignment (EITC):** The Client Sponsor is responsible for securing agenda space and coordinating quarterly updates or escalation sessions with the Enterprise IT Committee (EITC) as required by the project roadmap agreed upon by CoSB.
- **Committee Preparation:** DEEP Committee members are expected to review v1.0 drafts prior to the scheduled working session to ensure meaningful discussion and feedback, provided that such drafts are provided to CoSB by SDG at least three (3) business days prior to the scheduled working session.

- **Appointment of Data Owners & Stewards:** CoSB leadership is responsible for the formal appointment of Data Owners and Data Stewards and the allocation of their time to the program. SDG's responsibility is limited to the identification of potential candidates and the creation of onboarding materials.
- **SharePoint/Teams Environment Readiness:** CoSB ITD will ensure the timely provisioning of the SharePoint or MS Teams environment and grant the necessary administrative permissions to the SDG project team by the start of Phase II. Delays in environment access that in no way arise out of any act or omission by or on behalf of SDG may justify an adjustment to the timeline for Deliverable 2.5.
- **Counterpart Readiness:** To ensure effective hand-off and knowledge transfer, CoSB should designate or onboard internal counterparts for the Data Governance Lead and Data Governance Analyst roles during the mobilization period to shadow the SDG project team.

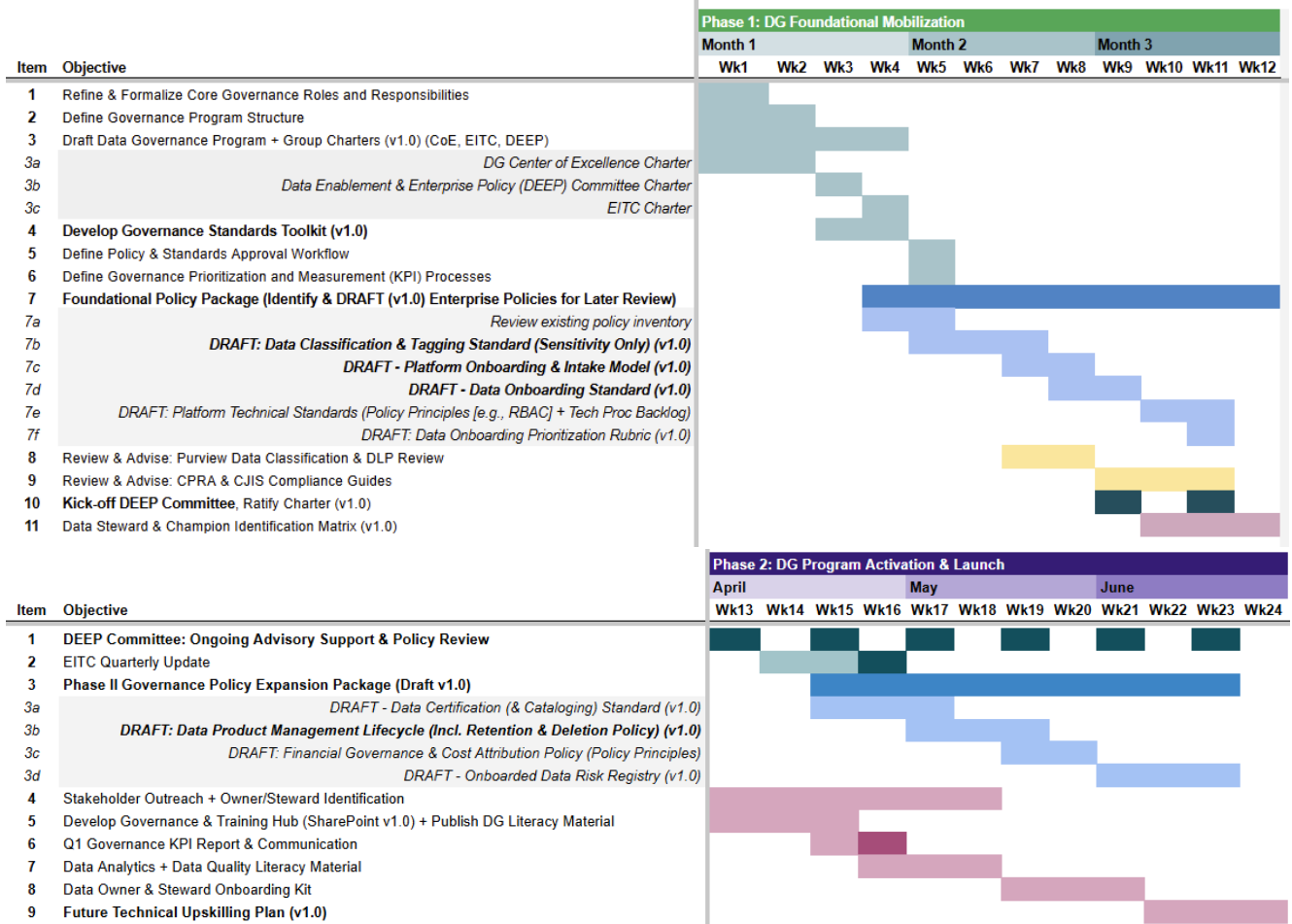
Acceptance Criteria

- **Revision Cycle:** Provided the contents described in the Deliverables list are achieved, only one round of revisions will be included for each Deliverable based on **consolidated feedback**.
- **Feedback Window:** To maintain project velocity across the high volume of mobilization assets, Deliverables are deemed accepted if no substantial feedback is provided within **ten (10) business days** of delivery by SDG of such complete Deliverable.
- **Phase Completion Sign-off:** Formal approval (in writing via email from authorized County representative) of the following key milestones will be considered completion of the respective project phases:
 - **Phase I Completion:** Delivery of the **Complete "Program-in-a-Box" Package** (all v1.0 draft assets, including Charters and Ground Rules).
 - **Phase II Completion:** Delivery of the **Governance Hub (SharePoint v1.0)** and the **Data Owner & Steward Onboarding Kits**.
- **Scope Locking:** Once CoSB approval is provided for a project phase, revisiting approved Deliverables or tasks at the Client's request may justify a change to the project's scope, timeline, and resources.

Project Timeline and Resources

The project is structured for delivery over a period of six (6) consecutive months during the Term, with an expectation of five (5) full working days per week. Upon initiation, the project must proceed without interruption through the full six (6) month Term.

The project's sequence and each objective's estimated duration are shown in the charts below:



Service Fees

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
	Data Governance SME	10	10	10	10	10
SC - Data Governance	20	20	20	20	20	10
C - Data Governance/Change Mgmt	20	20	20	20	20	10
Total Days	280					
Total Cost	\$392,000					

- Expenses:

- SDG will perform all of the Services under this Agreement remotely (online). The County will not reimburse SDG for any travel expense(s) that are not approved in writing in advance by the Client Sponsor.
- Invoices:
 - This is a fixed-price project, and the aggregate amount payable by the County hereunder will not exceed \$392,000.
 - SDG will submit invoices on a monthly basis according to the schedule below.

Invoice Month	Amount	Expected Activities & Deliverables
Month 1	\$70,000	(1.1) Refine & Formalize Core Governance Roles and Responsibilities; (1.2) Define Governance Program Structure; (1.3a) DG Center of Excellence Charter; (1.3b) Data Enablement & Enterprise Policy (DEEP) Committee Charter; (1.3c) EITC Charter; (1.4) Develop Governance Standards Toolkit (v1.0);
Month 2	\$70,000	(1.5) Define Policy & Standards Approval Workflow; (1.6) Define Governance Prioritization and Measurement (KPI) Processes; (1.7a) Review existing policy inventory; (1.7b) DRAFT: Data Classification & Tagging Standard (Sensitivity Only) (v1.0); (1.7c) DRAFT - Platform Onboarding & Intake Model (v1.0);
Month 3 (End of Phase 1)	\$70,000	(1.7d) DRAFT - Data Onboarding Standard (v1.0); (1.7e) DRAFT: Platform Technical Standards (Policy Principles [e.g., RBAC] + Tech Proc Backlog); (1.7f) DRAFT: Data Onboarding Prioritization Rubric (v1.0); (1.8) Review & Advise: Purview Data Classification & DLP Review; (1.9) Kick-off DEEP Committee, Ratify Charter (v1.0); (1.10) Data Steward & Champion Identification Matrix (v1.0);
Month 4	\$70,000	(2.1) DEEP Committee: Ongoing Advisory Support & Policy Review (2.2) EITC Quarterly Update
Month 5	\$70,000	(2.1) DEEP Committee: Ongoing Advisory Support & Policy Review (2.3a) DRAFT - Data Certification (& Cataloging) Standard (v1.0) (2.3b) DRAFT: Data Product Management Lifecycle (Incl. Retention & Deletion Policy) (v1.0) (2.3c) DRAFT: Financial Governance & Cost Attribution Policy (Policy Principles) (2.4) Stakeholder Outreach + Owner/Steward Identification (2.5) Develop Governance & Training Hub (SharePoint v1.0) + Publish DG Literacy Material (2.6) Q1 Governance KPI Report & Communication (2.7) Data Analytics + Data Quality Literacy Material

Invoice Month	Amount	Expected Activities & Deliverables
Month 6 (End of Phase 2)	\$42,000	(2.1) DEEP Committee: Ongoing Advisory Support & Policy Review (2.3d) DRAFT - Onboarded Data Risk Registry (v1.0) (2.8) Data Owner & Steward Onboarding Kit (2.9) Future Technical Upskilling Plan (v1.0)

- Weekly status reports by SDG will provide actual vs. budget consumed.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR Services to be rendered under this Agreement, CONTRACTOR shall be paid a maximum aggregate contract amount, including cost reimbursements, not to exceed **\$392,000** ("Maximum Contract Amount").
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the Services performed over the immediately preceding month. Each invoice must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and

not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.