

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Gray Quarter, Inc. with an address at 8575 Morro Rd, Atascadero, CA 93422 (hereafter CONTRACTOR or "Gray Quarter") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY 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

Larry Lowman at phone number 805-568-3052 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. John Schomp at phone number 925-236-0070 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: LARRY LOWMAN
 COUNTY OF SANTA BARBARA, PUBLIC WORKS DEPARTMENT
 123 EAST ANAPAMU STREET
 SANTA BARBARA, CALIFORNIA 93101

To CONTRACTOR: JOHN SCHOMP
 GRAY QUARTER, INC.
 8575 MORRO ROAD
 ATASCADERO, CALIFORNIA 93422

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. 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 agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on December 15, 2022 and end performance upon completion, but no later than December 15, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance 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 and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation 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 its 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 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.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. 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 standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not 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. 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 the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). 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 Copyrightable Works and Inventions. 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 any Copyrightable Works and Inventions and other items provided under this Agreement will not 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 Copyrightable Works or Inventions 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.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information 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 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 relating to this Agreement, CONTRACTOR shall reimburse all 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.

15. INDEMNIFICATION AND INSURANCE

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

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, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

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 nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) 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 funds are not otherwise available for payments 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 its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the 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.
1. **For Convenience.** CONTRACTOR may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) 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.
- 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 to 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 full price under this Agreement nor for profit on unperformed portions of service. 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, 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

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by the parties to this Agreement and by no other means. Each party waives their 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

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. 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. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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COUNTY SIGNATURE PAGE

Agreement for Services of Independent Contractor between the County of Santa Barbara and Gray Quarter, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: Shale Mabuen
Deputy Clerk

By: Joan Hartmann
Joan Hartmann
Chair, Board of Supervisors

Date: 12-13-22

RECOMMENDED FOR APPROVAL:

Scott McGolpin
Public Works Department

By: Scott McGolpin
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by: Rachel Van Mullem
2DC569DD4D094B4...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by: Robert Geis
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Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: DocuSigned by: Samantha Francis
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Risk Management

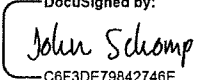
CONTRACTOR SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Gray Quarter, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

CONTRACTOR:

Gray Quarter, Inc.

By: 
C6F3DE79842748E
Authorized Representative

Name: John Schomp

Title: Managing Partner

EXHIBIT A

STATEMENT OF WORK

The following documents are incorporated by reference and shall constitute the Statement of Work for this Agreement:

Exhibit A-1, CONTRACTOR's statement of work dated July 18, 2022.

John Schomp shall be the individual(s) personally 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.

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EXHIBIT A

STATEMENT OF WORK

Gray Quarter, Inc.



Public Works Implementation

prepared for **Santa Barbara County, CA**

Document Control

Date	Author	Version	Changes
07/18/2022	John Schomp	1.0	Initial
07/19/2022	Richard Worthington	1.1	Review/Modifications
07/20/2022	Larry Cooper	1.2	Review and Mods
08/24/2022	John Schomp	1.3	Minor edits, added questions from SBCO
9/8/2022	John Schomp	1.5	Reduce quantity of reports

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Overview

This Statement of Work ("SOW"), dated July 18, 2022, describes how Gray Quarter, Inc. ("Gray Quarter") will provide Santa Barbara County, CA ("Client") with Accela Civic Platform configuration assistance (collectively known as "Services").

Services Description

Santa Barbara County (Client) desires to replace and modernize its legacy system for Public Works, for which it issues approximately nine (9) permit types. The goal of this project is to house all Public Works permit types and associated regulatory functions on the enterprise instance of the Accela Civic Platform hosted in the Accela Cloud. The parties plan to approach the project by building the system iteratively through a series of Agile Scrum-based sprints.

Critical Success Factors

In order to successfully execute the Services described herein, there are several critical success factors that must be closely monitored and managed by Gray Quarter and Agency stakeholders:

Dedicated Agency Participation and Governance – Agency acknowledges that its staff has the appropriate skills, available time, and legacy system and Public Works subject matter expertise. Knowledgeable staff will be actively involved throughout the entire duration of the project to deliver the roles and responsibilities defined and required of the Agency. In addition, the Agency will assign a Product Owner who is empowered to make decisions and accountable for maximizing business value delivered to the Agency. The Product Owner will be empowered and direct the team to the highest priority work. Lastly, project governance must support the team by making timely decisions, mitigating risks, and resolving issues rapidly.

Clear Business Objectives – Agency has clearly documented their business objectives before the commencement of the project and shared those objectives with Gray Quarter.

Product Backlog Identified and Documented – Agency and Gray Quarter identify, document, prioritize, and continually manage the Agency's technical, functional, data, and any other requirements (expressed as User Stories) that must be satisfied in order for the project to be considered successful by the Agency and Gray Quarter.

Business Process Definition and Understanding – Agency must be able to articulate the desired business processes.

Knowledge Transfer – It is critical that Agency resources are dedicated to increasing their knowledge of the Accela Civic Platform by participating in the analysis, configuration, and deployment of the software. The Agency must be prepared to assume day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. Key knowledge transfer areas include:

- Configuration
- Interfaces
- Business Rule Automations
- Reports and Forms
- Release Management

Scope of Services

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

Scope of Work

The project scope includes implementation of Public Works business covering application, approvals, fee assessment, payment, issuance, and inspection. Public Works business processes may consist of any or all of the following:

- Encroachment Permit
- Public Improvements
- Transportation Permit
- Utility Permit
- Development Permit
- Plan Check
- Bond Application
- Complaints
- Addendums
- Mobile Inspection and Inspection Management

The Implementation of the record types may also include the following aspects:

- A back-office interface for data entry of paper submissions (Accela Civic Platform)
- An on-line customer interface for the applicant to enter information in via the web (Accela Citizen Access)
- Time-tracking for collecting actual time spent on tasks (e.g., Plan Check)
- Configuration of fee items
- Workflow tracking, representing the process of managing the approval of a record
- Inspection management, including use of Accela Mobile applications
- On-line and back-office searching

- Categorization and management of attached documents
- Communication templates for standard email correspondence
- Business Rule Automation/Validation scripts, such as:
 - Appropriate fee calculation, including time-based fees
 - Automated email notifications
 - Enforcing inspection hierarchy
 - Enforcing fees are paid prior to inspections
 - Enforcing all conditions are met prior to issuance
- Reports
- Data Conversion
 - Conversion of data from the Legacy System into the Civic Platform
 - Migration of documents from the Legacy System into the Civic Platform
- GIS integration using out-of-the-box Accele GIS features

Release Plan

The release plan provides for go-live within 8 months and is broken down as follows:

- 2-week Project Startup phase for plan elaboration, project kick-off meeting and core team training.
- 1-month Foundation Phase (Sprint Zero) for building the backlog
- 4-month Construction Phase (Sprints 1-8) with 8 two-week build sprints
- 2-month Readiness phase (Sprint 5-6) with 2 one-month sprints for final testing and production release
- 2-week Stabilization phase (Sprint 6) to transition the release to steady-state

Management and Governance

This section defines the project management practices, governance bodies, and associated processes.

Status Reporting

The Gray Quarter Scrum Master/Project Manager will provide a written weekly status report to the Agency Project Manager and Product Owner. The Gray Quarter Scrum Master/Project Manager will publish the weekly status using Jira and/or Confluence (refer to Project Tools section for tool information).

The weekly report will include the percentage of completion of the 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 for the delivery of the project as may be agreed upon between the parties' Product Owner and Scrum Master.

This online collaboration tool will be also used to track risks, action items, and issue escalations between the Gray Quarter Scrum Master, the Agency Project Manager, and Agency Product Owner.

The project management team will meet weekly to discuss the status and review the report using Jira and/or Confluence.

Issue, Risk, and Action Item Management

Gray Quarter will use Jira/Confluence 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 Gray Quarter Project Manager/Scrum Master will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 2 business days, the Gray Quarter PM/SM will escalate to the Gray Quarter Managing Partner and the Agency 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 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) 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 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 may require completion of Severity 3 defects during the Sprint, evaluated on a case-by-case basis.
- Product Owner has reviewed and moved to "done"

For a Release, deliverable acceptance 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, and 3 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 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 does not have a workaround that is reasonably acceptable to the corresponding end-users.
- **Severity Level 2:** This is a problem that is causing significant loss of feature functionality but the system can recover from the problem and it does not cause 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 significant efficiency loss. Problem is cosmetic, but public facing and deemed go-live critical.
- **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 change 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 impact 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. Gray Quarter will assess proposed changes to the Definition of Done and document the impacts in a Change Notice (e.g., change impacts 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 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 Gray Quarter team member performance or management issues, the project change and associated impact will be borne by Gray Quarter. If the velocity impact is attributed to Agency team member performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by the Agency. In either case, the Product Owner will document the change and impact with support from the Scrum Master. For velocity changes attributed to the Agency that impact the overall project costs or overall release timeline, Agency will process a Change Notice adjusting the deliverables/payment amounts to incorporate the additional cost.

- Non-Productive Time – Gray Quarter's fixed price for this SOW is based on the assumption that the Gray Quarter team will have complete, timely, and accurate information and other deliverables and dependencies from the Agency team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting the Gray Quarter team members' productive time will be escalated to 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 Scrum Master 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 backlog affecting the overall project scope, level of effort, or timelines for the Release must be approved following the Extraordinary Change Request process set forth below.

Standard Change Request 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 Gray Quarter Scrum Master and Agency Product Owner and Agency Project Manager.

- For each change where Gray Quarter and Agency agree to define as a new PBI/user story, the Agency Product Owner completes the definition of the story.
- The Gray Quarter 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 Agency 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 in order to offset the added size (hours, points, sizing factors) or
 - Reject the change.
- Finally, the Agency Product Owner will prioritize the new PBI/story (if added) against the Product Backlog.

Extraordinary Change Request Process – If a change will exceed 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 Agency Product Owner will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- The Gray Quarter Scrum Master 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 Agency and Gray Quarter Stakeholders

Project Management Tools

The project team will use the following tools

- JIRA – Gray Quarter will establish a JIRA instance for the project team to use as its virtual Scrum Board. Gray Quarter will load the product backlog into JIRA and the team will use the tool during Build Sprints to organize and track work. The Scrum Master will use this tool to monitor project metrics such as Burndown and Velocity.
- Confluence – Gray Quarter will provide a access to an online collaboration tool called Confluence where the project management team will document status reports, project schedule, and the project's risk/issue/action item log.

Project Governance Framework

Project Governance occurs at multiple levels with the goal of maximizing business value and mitigating risks for the project.

- Project Level – Project level governance is performed by the project management team consisting on the Gray Quarter Scrum Master, Agency Product Owner, and Agency 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 unable to reach resolution or otherwise avoid impacting the project scope, timeline, resources, or costs.
- Stakeholder Level – Stakeholder level governance is performed by the Gray Quarter Managing Parter, and Agency Stakeholder. This team meets on a bi-weekly basis and 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 fixed price, fixed 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 Zero)**—Upon project start, the team will begin with a Sprint Zero to create Product Backlog Items (PBI), also known as "User Stories". The source of Sprint Zero items can be a combination of Agency requirements and/or best practices from other government agency configurations that are similar in nature. These items will comprise the Release Product Backlog.
2. **"Build" Sprints** – Following Sprint Zero, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint Zero 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 Product Owner with support from Agency 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, performs the final data conversions, 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 Gray Quarter prepares the release for transition to the Agency support team. System maintenance and refinement sprints continue following the Stabilization period.

Team Roles and Responsibilities

A joint team comprised of Gray Quarter and Agency resources will deliver this SOW. Team size and composition may vary based on the Release scope and activities underway during a given sprint. Due to the fixed price nature of this SOW, it is the responsibility of Gray Quarter to deliver of required

scope on specified date and as a result Gray Quarter will assign the required resources to the team, which may change during a Release in response to project demands.

General Gray Quarter Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs assigned to Gray Quarter staff in a given build sprint.
- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Gray Quarter staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all Gray Quarter-owned Severity 3 defects prior to Release. Severity 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 backlog grooming activities by providing consultative support for defining Gray Quarter solution approaches, for up to 6 hours of backlog grooming working sessions per sprint. Any additional backlog grooming tasks assigned to Gray Quarter 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 Agency resources to support delivery of tasks assigned to Agency 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 towards completing specific 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 Gray Quarter 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.
- Data Conversion – Support data cleansing, mapping, and loading into the staging schema for a maximum of 4 hours per sprint. Gray Quarter will perform the test and production conversion runs from the staging schema into the Accela schema.
- Scrum Master, Project Management, Project Oversight – Gray Quarter will assign a Scrum Master to the project to facilitate the Scrum processes such as release and sprint planning, sprint reviews and retrospectives, and daily Scrum meetings. In addition, the Gray Quarter Scrum Master will perform general project management tasks to monitor Gray Quarter resources' work, assignment of tasks, and other project management disciplines. Gray Quarter will also assign a Managing Partner to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General Agency Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs assigned to Agency staff in a given build sprint.

- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Agency staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with Agency Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all State-owned Severity 3 defects prior to Release.
- Backlog Grooming – The Product Owner will lead continuous backlog grooming and is responsible for delivering a sprint backlog that meets the Definition of Ready prior to the sprint planning meeting. Agency program area personnel and subject matter experts will perform backlog grooming activities as directed by the Product Owner.
- Testing – Agency 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.
- Data Conversion – Perform data quality assessment, cleansing, and enrichment for legacy data sources. Complete the data mapping to the target/staging schema format. Transform and load data to the staging schema for test and production runs.

Specific Team Roles

- Agency Product Owner – This is an Agency 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 Agency in scrum planning and review meetings
 - Direct Agency 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
- Agency Subject Matter Expert (SME) / Tester
 - Primary Agency 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
 - Documents and executes the test cases
 - Attends scrum meetings and is a member of the scrum team
- Agency Data Owner
 - Subject matter expert for legacy data set targeted for conversion into Accela
 - Responsible for identification and cleansing/enrichment of data issues at source
 - Responsible for data mapping, transformation, and loading to the interim schema format
 - Responsible for data conversion testing
- Agency Project Manager

- Provides project and budgetary oversight and status
- Provides backup for Scrum Master
- Attends scrum meetings and holds the Daily Scrum standup meeting
- Gray Quarter Solution Architect(s), Data Conversion Specialist(s), Script Specialist(s), Report Writer(s), Implementation Consultant(s), and Business Analyst(s)
 - Gray Quarter resources available to provide 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 Gray Quarter team during the build sprints
 - Attends scrum meetings and is a member of the scrum team
- Gray Quarter Scrum Master / Project Manager
 - Facilitates the use of the scrum methodology
 - Organizes and leads the Daily Scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective
 - Works with Agency 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 2 weeks in duration and is allocated exclusively to backlog grooming and elaboration in preparation for the first build sprint. Build sprints are 2 weeks in duration. The final 2 sprints prior to the release are allocated to production readiness and "hardening", performing the final code promotion, data migration, and end-to-end testing prior to production use.

Sprint Zero and Product Backlog Elaboration

The first sprint for the project will consist of a Sprint 0 backlog elaboration activity (Foundation Analysis). The purpose of Sprint 0 is for the Agency 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 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 backlog items to Agency resources) or whether a Change Notice 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 Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each release, creating elaborating enough detail to drive the subsequent Sprints. The 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, Gray Quarter will facilitate working sessions and activities to further understand and define the regulatory functions for the Agency 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, Gray Quarter staff will evaluate the data sources for all anticipated regulatory functions.
- For each data source, Gray Quarter will work with the Agency 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 Agency will use to provide the datasets to Accela during Implementation. In addition, the team will identify data quality and cleaning tasks.
- Gray Quarter will define user stories for data conversion items associated with the Permitting licensing and regulatory functions to link conversion of historical data to the business value and end user needs it provides. These user stories will be estimated and assigned points and prioritized as part of the product backlog.
- Similar to the conversions, Gray Quarter will identify and define conceptual solutions for reports, imports, and exports. Gray Quarter 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 backlog accurately captures the inputs provided by Agency 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 estimates of the build. All items do not

require full elaboration, as additional elaboration is expected to occur during later activities.

The Product Owner has assigned a MoSCoW (Must Have, Should Have, Could-Have, Won't Have) rating/priority for each backlog item.

- Each 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 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 Backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the following activities:

- Prioritizes each PBI using the MoSCoW (Must have, Should have, Could have, and Would like but Won't have) framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing 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 Scrum Master)
- 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 creation of test cases

Build Sprints

Build sprints shall begin after the completion of Sprint Zero. The Product Owner in collaboration with the Scrum Master 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 into 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 Product Owner priorities and by an assessment of the team's capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the 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 backlog items scheduled for completion within the sprint currently underway. If the new product backlog items cause the backlog to exceed the total initial product backlog size, equivalent items can be deprioritized (moved off the backlog) or a change order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, daily 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 backlog refinement (or grooming), the Product Owner can change the backlog (add, change, remove items) as long as the total effort (hours estimate or story points) does not exceed the initially planned 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 the tasks to be completed as part of the sprint's backlog. The following are the key objectives of this meeting:
 - 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 – Agency resources confirm the unit tested 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. Daily Scrum Meetings – each day during a sprint, the team holds a daily 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 daily scrum should be captured by the Scrum Master and an agreed person designated to working toward a resolution (outside of the daily scrum meeting). No detailed discussions should happen during the daily scrum.
 - The Daily Scrum enables the Scrum Master 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 Scrum Master 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 Scrum Master. 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 backlog grooming, the 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 data conversion mapping, 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.
- Data Conversion – Data cleansing can begin in early sprints concurrent with solution foundation. Data conversion relies on the base configuration in order to map to the new target fields. Often, the base configuration is also impacted by data conversion decisions, so data mapping occurs concurrently with the solution foundation sprints. While elements of data conversion analysis can be tasked concurrent with base configuration, the conversion routine development and test conversions require the foundation and mapping to be finalized.

A given sprint may include one or more of the following: configuration, conversion activities, interface activities and/or reports. 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 a data conversion or 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, code promotion to production, and final data conversion. 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 promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment
- Release hardening and regression tests
- Code promotion to production
- Final data conversion
- 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 in order to complete the project stage within the allocated sprint(s) (time box).

Like all of the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

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, Gray Quarter and Agency will complete a Post-Production Stabilization Sprint (2 weeks) to address post-production defects and transition the release to the Agency support team.

Assumptions

General Assumptions

- To meet the overall timelines of the project, Agency and Gray Quarter will adhere to the mutually agreed schedule and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Gray Quarter and Agency determine task deadlines to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Gray Quarter expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review.
- Sprint Execution – Agency and Gray Quarter will be responsible for maintaining the quality of the Sprint execution. This includes but not limited to the duration, scope, task completion, feedback, participation, and backlog grooming required for sprint readiness. Any impact by any party to the Sprint may require a Project Change Request 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 scope of the sprint could result in the need for a Project Change Request to account for the additional Sprints needed.

- Testing Execution – Agency 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) will need to be agreed upon at the end of each day by the Agency Product Owner and Gray Quarter Scrum Master/PM. This will allow for the proper execution of priority work items for the team to resolve to successfully close out the Sprint.
- Training Execution – Agency will be responsible for assigning training resources at the beginning of the project so proper knowledge transfer and training can be planned and acted on as part of the Build Sprints. Any switch in team members may require the need for a project change request to account for missing time.
- Data Conversion Execution – Agency is responsible for the data cleansing and transformation of data during Sprint 0 and Sprint 1. During Sprint 1, Gray Quarter will work with the Agency team in defining a data map to execute a conversion script against the dataset provided by Agency. In Sprint 3, Gray Quarter will do a draft run of the data comparing it against the source dataset provided by Agency. Gray Quarter will share data anomalies and work with Agency in modifying a data map if any are required.
- No travel is anticipated in performance of this SOW. The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts.
- Either party may terminate this agreement at any time upon delivery to the other party of written notice received at least ten (10) days prior to the anticipated date of termination. This agreement may be terminated at any time by either party without notice upon a material breach of the terms herein by the other party.
- No sales tax or use table shall be included in or added to the prices of material on this order.
- Agency and Gray Quarter will review their responsibilities before work begins, to ensure that the Services can be satisfactorily completed in the appropriate timeframe.
- Gray Quarter is not responsible for impacts to the timeline that are caused by a dependency on a third party.

Data Conversion

- Gray Quarter will complete 2 runs of the full data conversion (Draft and Production). Partial test runs may be scheduled during sprints as per decisions made during Sprint Planning.
- Gray Quarter will provide the appropriate data capture templates to Agency.
- Agency will be responsible for data cleansing and data transformation prior to loading data into the data capture templates (staging area).
- Gray Quarter will be responsible for the accuracy of the data using the data collection template as the source in comparison to the data destination within the Accela Civic Platform.

Reports

- Gray Quarter will provide up to 14 reports, based on sample reports provided by Agency.

- Reports are defined as any output of data from the system such as letters, forms, queries, dashboards, data exports, etc.
- Reports will be developed on reporting tools as provided by Accela and/or supported in the Accela Cloud (e.g., PowerBI, Microsoft SQL Report Services, Accela Ad-Hoc Reports).

Interfaces

- On-line (Citizen Access) payments will use the existing payment adapter currently used by the Agency
- Electronic Document Review is not in scope for this effort
- Interface to Workday software is not in scope for this effort
- A custom interface to GIS/ZWorld is not in scope for this effort

Payment Terms

Gray Quarter will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the Deliverables described herein is **\$208,800.00** exclusive of taxes and expenses (the "Fixed-Fee").

The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

Invoices will be sent as soon as Gray Quarter's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one-to-one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow to support project deliverables and duration.

Deliverables

This section defines the deliverables and acceptance criteria for milestones tied to progress payments.

#	Deliverable	Acceptance Criteria	Amount
1	Project Kick-Off Meeting	• Project Kick-off Meeting is complete	\$52,200
2	Sprint 0 Complete	<ul style="list-style-type: none"> • The product backlog and roadmap accurately capture the inputs provided by Agency 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 estimates of the Permitting build. All items do not require full elaboration, as additional elaboration is expected to occur during later activities. • The Product Owner has assigned a priority for each backlog item. • Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item. 	\$26,100

3	Sprint 1,2 Complete	• Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done.	\$26,100
4	Sprint 3,4 Complete	• Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done.	\$26,100
5	Sprint 5,6 Complete	• Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done.	\$26,100
6	Sprint 7,8 Complete	• Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done.	\$26,100
7	Sprint 9,10 (Readiness) Complete	• Release is promoted to Production environment. • Release is complete as per the Release Definition of Done.	\$52,200
	Total		\$208,800

Expenses

No Travel is anticipated. If travel is required, it will be added through a Change Order.

SOW Acceptance

Gray Quarter Inc. ("Gray Quarter")	Santa Barbara County, CA ("Agency")
Signature	Signature
Name Printed	Name Printed
Title	Title
Date	Date

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$208,800.00**.
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims 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.

[This area intentionally left blank.]

Attachment B1 Schedule of Fees

Gray Quarter will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the Deliverables described herein is **\$208,800.00** exclusive of taxes and expenses (the "Fixed-Fee").

The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

Invoices will be sent as soon as Gray Quarter's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one-to-one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow to support project deliverables and duration.

This section defines the deliverables and acceptance criteria for milestones tied to progress payments.

#	Deliverable	Acceptance Criteria	Amount
1	Project Kick-Off Meeting	<ul style="list-style-type: none"> Project Kick-off Meeting is complete 	\$52,200
2	Sprint 0 Complete	<ul style="list-style-type: none"> The product backlog and roadmap accurately capture the inputs provided by Agency 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 estimates of the Permitting build. All items do not require full elaboration, as additional elaboration is expected to occur during later activities. The Product Owner has assigned a priority for each backlog item. Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item. 	\$26,100
3	Sprint 1,2 Complete	<ul style="list-style-type: none"> Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done. 	\$26,100
4	Sprint 3,4 Complete	<ul style="list-style-type: none"> Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done. 	\$26,100
5	Sprint 5,6 Complete	<ul style="list-style-type: none"> Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done. 	\$26,100
6	Sprint 7,8 Complete	<ul style="list-style-type: none"> Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done. 	\$26,100
7	Sprint 9,10 (Readiness) Complete	<ul style="list-style-type: none"> Release is promoted to Production environment. Release is complete as per the Release Definition of Done. 	\$52,200
	Total		\$208,800

Expenses

No Travel is anticipated. If travel is required, it will be added through a Change Order.

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 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.