

**FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
GRAY QUARTER, INC. – BC 22191**

THIS FIRST AMENDMENT to the Professional Services Agreement, referenced as BC 22-191 (hereafter First Amended Agreement), is made by and between the County of Santa Barbara (hereafter County) and Gray Quarter, Inc. (hereafter Contractor or “Gray Quarter”), for the continued provision of 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;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Professional Services Agreement for Services with Gray Quarter, Inc. on December 13, 2022 (hereafter Agreement (BC 22-191) for software modernization and migration services for the Public Works Department, for a Maximum Contract Amount not to exceed \$208,800 for the period of December 15, 2022 through December 15, 2023; and

WHEREAS, this First Amended Agreement increases the Maximum Contract Amount by \$24,580 for a revised Maximum Contract Amount not to exceed \$233,380, adds two new tasks to the scope, to provide additional customization not contemplated by the original agreement, and extends the period of performance for an additional six months for a revised performance period of December 15, 2022 through June 30, 2024.

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

I. Delete Section 4 (Term) of the Standard Terms and Conditions and replace with the following:

4. TERM

Contractor shall commence performance on December 15, 2022 and end performance upon completion, but no later than June 30, 2024 unless other directed by County or unless earlier terminated.

II. Delete the first paragraph of Exhibit A and replace with the following:

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 October 4, 2023

III. Delete “Exhibit A-1, CONTRACTOR’s Statement of Work dated July 18, 2023” and replace with “Exhibit A-1, CONTRACTOR’s Statement of Work dated October 4, 2023” (Exhibit A Attachment)

IV. Delete the first paragraph of Exhibit B, Payment Arrangements, and replace with the following:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **233,380.00**.

V. Delete Attachment B1 Schedule of Fees and replace with Attachment B1 attached to this First Amendment.

VI. In all other respects, the Agreement shall remain in full force and effect.

COUNTY SIGNATURE PAGE

First Amendment to the 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:

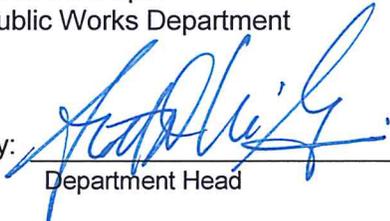
By: _____
Deputy Clerk

By: _____
Das Williams
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott McGolpin
Public Works Department

By: 
Department Head

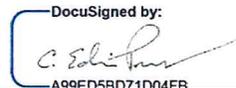
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: 
Risk Management

CONTRACTOR SIGNATURE PAGE

First Amendment to the 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: 

Authorized Representative

Name: John Schomp

Title: Managing Partner

EXHIBIT A

STATEMENT OF WORK

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
10/4/2023	John Schomp	2.0	Amendment 1

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Overview

This Statement of Work ("SOW"), dated [October 4, 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 Accela 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 1-10) with 8 two-week build sprints
- 2-month Readiness phase (Sprints 11-12) with 2 one-month sprints for final testing and production release
- 2-week Stabilization phase (Sprint 12) 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 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 Partner, 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 **\$233,380** 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. 	\$26,100

		<ul style="list-style-type: none"> • 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. 	
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 Complete	• Project Backlog Items (PBIs) identified in Sprint Planning are complete as per the Sprint Definition of Done.	\$24,580
8	Sprint 11,12 (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		\$233,380

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 John Schomp	Name Printed Larry Lowman
Title President	Title Public Works IT Manager
Date 10/5/2023	Date 10/4/23

Exhibit B-1
Gray Quarter Professional Services Agreement

Payment Terms

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