

TECHNOLOGY SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT

**AGREEMENT BETWEEN PLACER COUNTY AND
GRIDICS, LLC FOR SOFTWARE-AS-A-SERVICE**

THIS AGREEMENT (“Agreement”), is entered into this first day of December 2020 (“Effective Date”) by and between Placer County ("COUNTY"), and Gridics, a LLC whose address is 169 E. Flagler St. Suite 1640, Miami, FL 33131 ("GRIDICS") (collectively referred to as the “Parties”).

RECITALS:

The following Recitals are a substantive portion of this Agreement:

- A. COUNTY is a political division of the State of California duly organized and validly existing under the laws of the State of California.
- B. GRIDICS is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. COUNTY and GRIDICS desire to enter into an agreement for GRIDICS’s provision of software-as-a-service (SaaS) pertaining to COUNTY’s online systems. Through this Agreement, Gridics shall provide to COUNTY initial implementation of the Gridics municipal software platform for evaluation, analysis, planning and visualization of COUNTY’s zoning regulations, and ongoing user access licenses relating to COUNTY’s network. The full scope of services covered by this agreement is described in the attached Exhibit A: Service Level Agreement (the “SLA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. **TERM**
The term of this Agreement shall commence on the Effective Date. The term of this Agreement is six (6) years, unless the Agreement is terminated prior thereto under the provisions of Section 17, below.
- 2. **EXHIBITS**
This following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:
 - Exhibit A: Statement of Work
 - Exhibit B: Service Level Agreement
 - Exhibit C: Project Schedule
 - Exhibit D: Payment Schedule
 - Exhibit E: Insurance Requirements and Proof of Insurance
- 3. **SCOPE OF SERVICES AND CONDITIONS THEREOF**
Subject to the terms and conditions set forth in this Agreement, GRIDICS shall perform each and every service to the schedule of performance set forth in the SLA (collectively “Services”), as described herein.

- A. **Responsibilities of GRIDICS.** GRIDICS shall provide the software services as further described in the SLA. The Services provided under this Agreement shall include (a) any software, plug-ins or extensions related to the Services or upon which the Services are based including any and all updates, upgrades, bug fixes, dot releases, version upgrades or any similar changes that may be made available to COUNTY from time to time (the “Software”), (b) any and all technical documentation necessary for use of the Services, in hard copy form or online (the “Documentation”), (c) regular maintenance of GRIDICS’s system, and (d) other technology, user interfaces, know-how and other trade secrets, techniques, designs, inventions, data, images, text, content, APIs, and tools provided in conjunction with the Services.
- B. **Registration.** Prior to using the Services, COUNTY shall identify the administrative users for its account (“Administrators”). Each Administrator will be provided an administrator ID and password.
- C. **License Grant.** GRIDICS hereby grants COUNTY a license to use the Software and the Documentation for the permitted purpose of accessing the Services.
- D. **Reservation of Rights and Data Ownership.** COUNTY shall own all right, title and interest in its data that is related to the services provided by this contract. GRIDICS shall not access COUNTY user accounts or COUNTY data, except (1) as essential to fulfillment of the objectives of this Agreement, (2) in response to service or technical issues, or (3) at COUNTY’s written request.
- E. **Data Protection.** In carrying out the Services, GRIDICS shall endeavor to protect the confidentiality of all confidential, non-public COUNTY data (“COUNTY Data”) as follows:
 - 1. Implement and maintain appropriate security measures to safeguard against unauthorized access, disclosure or theft of COUNTY Data in accordance with recognized industry practice.
 - 2. COUNTY Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, GRIDICS is responsible for encryption of COUNTY Data.
 - 3. GRIDICS shall not use any COUNTY Data collected by it in connection with the Service for any purpose other than fulfilling the obligations under this Agreement.
- F. **Software Ownership.** GRIDICS owns the Services, Software, Documentation, and any underlying infrastructure provided by Service Provider in connection with this Agreement. COUNTY acknowledges and agrees that (a) the Services, any Software and Documentation are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, (b) GRIDICS retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Services, the Software, any Documentation, any other deliverables, any and all related and underlying technology and any derivative works or modifications of any of the foregoing, including, without limitation, (c) the Software and access to the Services are licensed on a subscription basis, not sold, and COUNTY acquires no ownership or other interest in or to the Services, the Software or the Documentation other than the license rights expressly stated herein, and (d) the Services are offered as an on-line, hosted solution, and that COUNTY has no right to obtain a copy of the Services.

- G. **Restrictions.** COUNTY agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works based on the Service or any element of the Software, (ii) intentionally interfere with or disrupt the integrity or performance of the Services or the data contained therein or block or disrupt any use or enjoyment of the Services by any third party, (iii) attempt to gain unauthorized access to the Services or their related systems or networks or (iv) remove or obscure any proprietary or other notice contained in the Services, including on any reports or data printed from the Services.
- H. **Security Incident.** In the event a data breach occurs with respect to COUNTY Data, GRIDICS shall immediately notify the appropriate COUNTY contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident. GRIDICS shall (1) cooperate with COUNTY to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- I. **Notification of Legal Requests.** GRIDICS shall contact COUNTY upon receipt of any electronic discovery, litigation holds, discovery searches, public record requests, and expert testimonies related to COUNTY Data. GRIDICS shall not respond to subpoenas, service of process and other legal requests related to COUNTY without first notifying COUNTY, unless prohibited by law from providing such notice.
- J. **Access to Security Logs and Reports.** GRIDICS shall provide reports to COUNTY in a format as specified in the SLA agreed to by both GRIDICS and COUNTY. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all COUNTY files related to this Agreement.
- K. **Responsibilities and Uptime Guarantee.** GRIDICS shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of GRIDICS. The system shall be available for COUNTY's use on a 24/7/365 basis (with agreed-upon maintenance downtime). GRIDICS will provide COUNTY advance notice in writing of any planned maintenance downtime.
- L. **Subcontractor Disclosure.** GRIDICS shall identify all of its strategic business partners related to the implementation of services provided under this Agreement.
- M. **Compliance with Accessibility Standards.** GRIDICS shall comply with and adhere to the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101).
- N. **Web Services.** GRIDICS shall use Web services to interface with COUNTY Data in near real time when possible.

4. **COMPENSATION TO GRIDICS**

COUNTY'S total fiscal obligation under this Agreement shall not exceed \$294,000. COUNTY shall pay GRIDICS based on the rates and in the manner specified in Exhibit D. In the event COUNTY makes advance payments to GRIDICS, GRIDICS agrees to refund any amounts in excess of the amount owed by COUNTY at the time of contract termination or expiration. GRIDICS is not entitled to payment for services not performed as required under this Agreement.

5. **TIME IS OF THE ESSENCE**

GRIDICS and COUNTY agree that time is of the essence regarding the performance of this Agreement.

6. **LICENSES; PERMITS; ETC.**

GRIDICS represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to carry out the purposes of this Agreement.

7. **ASSIGNMENTS**

GRIDICS may not assign, sublease, or transfer this Agreement, or any interest therein, to a third party without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld. COUNTY's withholding of consent shall be deemed reasonable if it appears that the intended assignee in question is not financially or technically capable of performing GRIDICS's obligations under this Agreement; if COUNTY determines there is a conflict of interest or other legal prohibition; or if COUNTY has reason to conclude that the proposed assignee is otherwise incapable of fulfilling GRIDICS's duties hereunder.

8. **INDEPENDENT PARTIES**

COUNTY and GRIDICS intend that the relationship between them created by this Agreement is that of independent contractor. No civil service status or other right of employment will be acquired by virtue of GRIDICS's services. None of the benefits provided by COUNTY to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from COUNTY to GRIDICS, its employees, or agents. GRIDICS is not a "public official" for purposes of California Government Code §§ 87200 et seq.

9. **IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

GRIDICS assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. GRIDICS shall indemnify and hold COUNTY harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by GRIDICS.

10. **NON-DISCRIMINATION**

Consistent with COUNTY's policy prohibiting harassment and discrimination, GRIDICS agrees that neither it nor its employee or subcontractors shall harass or discriminate against a job applicant, a COUNTY employee, or a citizen on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class status. GRIDICS agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

11. **INTELLECTUAL PROPERTY INDEMNIFICATION**

GRIDICS agrees to, at its expense, defend, indemnify, and/or settle any claim made by a third party against COUNTY alleging that COUNTY's use of the Services infringes such third party's United States patent, copyright, trademark or trade secret (an "IP Claim"), and pay those amounts finally awarded by a court of competent jurisdiction against COUNTY with respect to such IP Claim, including costs, damages, and attorneys' fees, if applicable.

12. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

GRIDICS shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the GRIDICS, any of the GRIDICS' employees, or any subcontractors.

GRIDICS shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by GRIDICS as a result of work performed or completed, pursuant to this agreement, GRIDICS shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

13. **INSURANCE:**

Insurance requirements are included on Exhibit E.

14. **RECORDS**

GRIDICS shall maintain internal records reflecting that the Services were performed by GRIDICS hereunder in accordance with customary recordkeeping practices in the software development industry. GRIDICS shall provide free access to such records to the representatives of COUNTY or its designee's at all reasonable and proper times, and gives COUNTY the right to examine and audit same, and to make transcripts therefrom as necessary. No such examination and audit shall give COUNTY the right to access records relating to other GRIDICS customers. Such records shall be maintained for a period of three (3) years after GRIDICS receives final payment from COUNTY for all services required under this agreement.

15. **NONAPPROPRIATION**

This Agreement is subject to the fiscal provisions of the Placer County Code and Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the

event of a conflict with any other covenant, term, condition, or provision of this Agreement. COUNTY may terminate the agreement without penalty upon 60 days advance written notice based on a lack of funding. GRIDICS will be entitled to payment for services provided up until termination.

16. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively deemed served when delivered personally or on the second business day after deposit in the U.S. Mail, postage prepaid, addressed as hereinafter provided. All notices, demands, requests, or approvals shall be addressed as follows:

TO COUNTY:

Placer County Community Development Agency
3091 County Center Drive
Auburn, CA 95603
Attention: Justin McKenzie

TO GRIDICS:

Gridics, LLC
169 E. Flagler St. Suite 1640, Miami, FL 33131
Attention: Jason Doyle

17. **TERMINATION**

A. **Basis for Termination.** In the event GRIDICS fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, GRIDICS shall be deemed in default in the performance of this Agreement. If GRIDICS fails to cure the default within the time specified and according to the requirements set forth in COUNTY's written notice of default, and in addition to any other remedy available to COUNTY by law, COUNTY Manager may terminate the Agreement by giving GRIDICS written notice thereof, which shall be effective immediately. COUNTY Manager shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to GRIDICS as provided herein. Upon receipt of any notice of termination, GRIDICS shall immediately discontinue performance.

B. **Pro Rata Payments.** COUNTY shall pay GRIDICS for services satisfactorily performed up to the effective date of termination. In such event, a calculation of the amounts due shall be deemed correct as computed on a *pro rata* basis with compensation provided for the period of service paid as a percentage of the total contract amount. GRIDICS is not entitled to payment for services not performed.

C. **Handling of COUNTY Data.** In the event of a termination of this Agreement, GRIDICS shall implement an orderly return of COUNTY data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of COUNTY data. During any period of service suspension, GRIDICS shall not take any action to intentionally erase any COUNTY data for a period of 30 days after the

effective date of termination, unless authorized by COUNTY. COUNTY shall be entitled to any post-termination assistance generally made available with respect to the Services; unless a unique data retrieval arrangement has been established as part of the SLA. GRIDICS shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by COUNTY. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to COUNTY.

D. **Termination for convenience.** COUNTY may terminate this agreement without cause by providing 30 days advance written notice to GRIDICS. The Agreement will terminate at the completion of the 30-day period. COUNTY will be entitled to receive services through the termination of the agreement, and GRIDICS shall be entitled to receive payment for services provided through the termination of the Agreement.

18. **WARRANTY AND WARRANTY DISCLAIMER**

GRIDICS warrants that, (i) the services shall be provided in a diligent, professional, and workmanlike manner in accordance with industry standards, (ii) the services provided under this agreement do not infringe or misappropriate any intellectual property rights of any third party, and (iii) the services shall substantially perform in all material respects as described in the SLA in the event of any breach of section (iii), above, GRIDICS shall, as its sole liability and your sole remedy, repair or replace the services that are subject to the warranty claim at no cost to COUNTY or if GRIDICS is unable to repair or replace, then it will refund any pre-paid fees for services not rendered. Except for the warranty described in this section, the services are provided without warranty of any kind, express or implied including, but not limited to, the implied warranties or conditions of design, merchantability, fitness for a particular purpose, and any warranties of title and non-infringement.

19. **COMPLIANCE**

GRIDICS shall comply with all state or federal laws and all ordinances, rules, policies and regulations enacted or issued by COUNTY.

20. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The parties agree the proper venue for any dispute related to this Agreement shall be the Placer County Superior Court.

21. **ADVERTISEMENT**

GRIDICS shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from COUNTY to do otherwise.

22. **INTEGRATED CONTRACT**

Contract No. _____

This Agreement, including all appendices, represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both COUNTY and GRIDICS. In the event that any Service Level Agreement, Exhibit, associated instrument or agreement executed by the Parties in conjunction with this Agreement or prior thereto contains a term that conflicts with the terms of this Agreement, the terms of this Agreement shall govern and supersede any other document or Exhibit.

23. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity COUNTY and authority to do so on behalf of their respective legal entities.

24. **COUNTERPARTS; ELECTRONIC SIGNATURE**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.


In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

Contract No. _____

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

GRIDICS, LLC (“CONTRACTOR”)*

COUNTY OF PLACER (“COUNTY”)

Signature 

Jason Doyle

Print Name

Chair of the Board, President, or
 Vice President

Date: December 21, 2020

Brett Wood
Purchasing Manager

Date: _____

Signature _____

Print Name _____

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A: Statement of Work
- Exhibit B: Service Level Agreement
- Exhibit C: Project Schedule
- Exhibit D: Payment Schedule
- Exhibit E: Insurance Requirements and Proof of Insurance

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation’s board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A
Statement of Work (SOW)
Between Placer County, CA and Gridics, LLC
for Gridics Technology Software-As-A-Service

1. Overview

1.1. Introduction

This Statement of Work (SOW) outlines the tasks required for Gridics, LLC (herein referred to as "Consultant") to provide software-as-service (SaaS) to Placer County CA (hereinafter referred to as "Client"). Consultant shall perform in accordance with this SOW, which shall be effective from December 1, 2020, until November 30, 2026. When mutually executed for implementation, this SOW becomes contractually binding on Consultant and Client under the terms and conditions of the Consulting Agreement, effective December 1, 2020 ("Agreement").

1.2. Scope/Objective

The overall objective of this SOW is for Consultant to implement the following web application products. Consultant will provide to Client:

GIS Integration to Gridics Platform	Consultant will obtain via REST API or directly, all relevant GIS shapes necessary to calibrate and calculate site-specific zoning attributes.
Code Analysis & Calibration	Consultant will define and implement relevant land use regulations into the Gridics zoning engine for calibration and calculation of site-specific zoning attributes and development allowances.
Zoning Data API	<ul style="list-style-type: none"> ● Work with Placer County IT representatives to expose access to Gridics Zoning Data API. ● Desired data points include Lot Type, Max Stories, Minimum Open Space, Maximum. ● Residential Area Allowed, Maximum Density, Setbacks and Uses. ● Client will provide Placer County a list of available data points to choose from including but not limited to those outlined above.

	<ul style="list-style-type: none"> ● Client will work with Placer County IT representatives to integrate and test access. ● Client will provide a technical point of contact to resolve any issues that may arise with connectivity or availability.
<p>CodeHUB- land use ordinance publishing</p>	<ul style="list-style-type: none"> ● Implementation, activation and ongoing hosting of the land use ordinance text at a ● publicly accessible webpage at the following or similar root domain: https://codehub.gridics.com/us/st/county-name ● Linking to any definitions or other websites as directed by client staff. ● Formatting to maintain consistency of form to ordinance document within the constraints of modern web publishing.
<p>ZoneCheck- self-service zoning data lookup</p>	<ul style="list-style-type: none"> ● Gridics will activate and host a publicly accessible zoning data lookup tool for users to search for property specific zoning data located at the following or similar root domain https://zonecheck.gridics.com/us/st/county-name ● Search capability will consist of address and allowed use. ● Gridics will align with Client on which available data points to display.
<p>ZoneIQ- zoning map and 3D data visualization</p>	<ul style="list-style-type: none"> ● Gridics will implement, activate and host a publicly accessible, multi-functional map application located at the following or similar root domain https://map.gridics.com/us/st/county-name. ● Map modules will consist of layers, filters, and 3D Zoning. Additional modules such as ● Projects, Permits or custom modules will not be implemented.

	<ul style="list-style-type: none"> ● Layers Module - Gridics will define which available GIS layers the Client would like to be available for display in the layers module. ● 3D Zoning Module - Gridics will define which available 3D Zoning layers the client would like to be available for display in the layers module. ● Client will define which modules and sub-categories within modules will be public-facing. ● Ordinance Integration - Gridics will link base zoning and overlays within the map to the respective areas of the text ordinance for ease of reference and navigation.
Professional Services	<p>Gridics will provide up to 20 hours of professional planning and/or GIS services per year, as defined by the contract anniversary, at no additional cost. Gridics reserves the right to reject project requests that are not within its core capabilities. On the anniversary date of the contract, unused pro-services hours will be forfeited and will not accrue for use in future years.</p>

The application will be owned by Placer County, CA.

Anything not addressed in this SOW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the agreed upon Change Management Process (Section 10).

2. Definitions/Acronyms

2.1. Acronyms

The following acronyms are used throughout this Statement of Work:

SaaS: Software-as-a-Service

2.2. Definitions

Terms used in this document shall have following meanings:

Example:

Acceptance of Deliverable

Written notification from Client to Consultant, signed by the responsible Client Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable

Deliverables

Any materials procured or prepared by Consultant or services provided by Consultant to Client

3. Project Schedule

The overall project workflow schedule is attached as Exhibit C to the agreement.

4. Consultant Responsibilities

- The Consultant will manage the Project
- The Consultant and Client shall closely monitor key milestones
- Consultant is responsible for developing and maintaining scheduling detail
- Consultant shall present status of the schedule to the client weekly
- Consultant shall train staff selected by client in the use of the Gridics platform components outlined in Section 1.2- Scope/Objective.

4.1. Deliverables

Consultant shall prepare and deliver the following to Client:

Deliverable #1 - GIS Integration to Gridics Platform

Consultant will obtain via REST API or directly, all relevant GIS shapes necessary to calibrate and calculate site-specific zoning attributes.

If GIS shapes are obtained via REST API, Consultant will monitor source(s) for changes for the duration of the contract. Changes detected will be implemented within the Gridics platform within 48 hours of detection, following an internal QA process.

Deliverable #2 - Code Analysis and Calibration

Consultant will define and implement relevant land use regulations into the Gridics zoning engine for calibration and calculation of site-specific zoning attributes and development allowances.

Deliverable #3- Zoning Data API Integration

Consultant will expose it's zoning data API to Client IT representatives for the purpose of ingesting selected data points and work with Consultant IT representatives to integrate and test.

Deliverable #4- CodeHUB Implementation and Activation

Implementation and activation of the land use ordinance text at a publicly accessible webpage at the following or similar root domain: <https://codehub.gridics.com/us/st/county-name>

Deliverable #5- ZoneCheck Implementation and Activation

Activation of a publicly accessible zoning data lookup tool for users to search for properties on the basis of address and allowed use, located at the following or similar root domain <https://zonecheck.gridics.com/us/st/county-name> Consultant will align with Client during the implementation process on which of the available data points to display in search results.

Deliverable #6- ZoneIQ Map Implementation and Activation

Gridics will implement, activate and host a publicly accessible, multi-functional map application located at the following or similar root domain: <https://map.gridics.com/us/st/county-name>.

- Map modules will consist of layers, filters, and 3D Zoning. Additional modules such as Projects, Permits or custom modules will not be implemented.
- Layers Module - Gridics will define which available GIS layers the Client would like to be available for display in the layers module.
- 3D Zoning Module - Gridics will define which available 3D Zoning layers the client would like to be available for display in the layers module.
- Client will define which modules and sub-categories within modules will be public-facing.
- Ordinance Integration - Gridics will link base zoning and overlays within the map to the respective areas of the text ordinance for ease of reference and navigation.

5. Client Responsibilities

Client will be responsible for following:

- Assign a Project Manager to serve as the primary point of contact for the consultant
- Provide a contact from the following departments to support implementation
 - County Clerk
 - Planning/Zoning
 - GIS
 - IT
- Amend existing GIS dataset, where possible, to include HEX colors for layers and zones, zoning labels, etc as requested by Consultant.
- Engage in regular meetings with the consultant for the duration of implementation, to review project status and address consultant questions regarding proper interpretation of zoning regulations and integration of GIS resources
- Respond to action items from regular meetings in a timely manner that supports on time delivery of project milestones
- Link publicly to CodeHUB and ZoneCheck on the county website, where appropriate, as determined by the client

5.1. Inspections and Acceptance

Client shall inspect all Deliverables that Consultant develops under this SOW. Consultant shall inform Client of the dates for all inspections and provide draft copies of the Deliverable subject to inspection at least one week before the inspection meeting. Client has the right to participate in these inspections and to review the results of the inspections. Consultant shall document, track, and resolve all material issues resulting from the inspections. A Deliverable Acceptance Form for each deliverable will be required to document Consultant and Client approval of the deliverable.

6. Facilities

The Client and Consultant will meet virtually, utilizing the Client's platform of choice, regarding all implementation activities.

7. Environment Details

All Gridics LLC development environments are hosted on Amazon web services (AWS) and maintained by Gridics engineering staff. The development groups work in an agile framework with scrum teams that complete work in two (2) week sprints and can be deployed concurrently as features/functionality pass all testing as described below.

7.1. Development Environment

All development is performed on local machines of engineers and begins by setting up automated test cases for the feature being developed. Once an engineer completes their code, the code will be peer reviewed by another engineer as a pull request into a Git repository to validate code quality, as well as functional understanding.

7.2. Testing Environment

Upon peer acceptance, code is deployed to a testing environment to pass through a QA process which includes regression and functional testing by a QA specialist as well as the product manager requesting the feature/function. Prior to deployment to production environment, all features/functions are put through a complete screening to verify no regressions in functionality exist.

7.3. Production Environment

Production environments have multiple layers of user-level permissions from anonymous to administrators. The production environment is hosted within a Virtual Private Cloud in AWS which requires developers and system administrators to connect via VPN to access resources in the production environment. Access to the production environment is governed by system access policy which grants only the permissions necessary for a given team member's role. All production web services utilize TLS to encrypt communication.

8. Mutual Responsibilities

8.1. Project Management

Project Management shall be executed as defined in Exhibit A Section 4 "Consultant Responsibilities" and Exhibit A Section 5, "Client Responsibilities."

8.2. Project Status Meetings

Client and Consultant will engage in regular Project Status Meetings for the duration of implementation, to review project status and address Consultant questions regarding proper interpretation of zoning regulations and integration of GIS resources.

Project Status Meetings should be regularly attended by a Client representative from both the Planning/Zoning and GIS departments.

Representatives from the County Clerk's Office and IT Department will be invited to attend as appropriate based upon project schedule and milestones.

8.3. Deliverable Acceptance Sign Off

Client acceptance of deliverables will be documented in Meeting Minutes provided by the Consultant within 24 hours of Project Status Meetings.

9. Change Management Process.

Anything not addressed in this SOW is out-of-scope and not included in these services. Any changes to the Agreement or SOW must be executed in writing by both parties.

10. Support & Maintenance

10.1. Post Go-Live Maintenance and Support

Post implementation, the Client will:

- Alert Consultant to amendments affecting zoning.
- Alert Consultant to significant changes in GIS dataset, including, but not limited to the addition or removal of layers and the addition or removal of zones.
- Maintain up to date code text in CodeHUB.

The Consultant will provide an account management contact to support the client in ongoing support and maintenance of the Gridics platform.

10.2. Knowledge Transfer from Consultant to Client

Consultant will provide one initial intensive virtual training and optionally will provide a single 90-minute virtual training session per quarter as needed by the Client. The session will be recorded and shared with the Client for future reference.

11. Configuration Management

Gridics platform is versionless, and is always up to date with incremental improvements. The Client will be notified via email of significant product improvements.

12. Quality Management

Contract No. _____

12.1. Completion and Acceptance Criteria

The Implementation phase shall be considered complete when all deliverables outlined in Section 4 are accepted in writing by the Client.

12.2. User Acceptance Testing

User Acceptance Testing will be conducted for each of the six deliverables. For each deliverable, a user acceptance test plan and test criteria will be developed by the Consultant, with in input from the Client, during the course of implementation.

EXHIBIT B
Service Level Agreement (“SLA”)

1. **CodeHUB:** Gridics will integrate the COUNTY zoning ordinance into its platform for use in CodeHUB, providing both staff and the public a first-of-its-kind 3D zoning map, combined with real-time code-text publishing and front counter parcel zoning check.
2. **ZoneIQ:** Gridics will provide unlimited user licenses to its one-of-a-kind ZoneIQ urban planning software, allowing staff to quickly visualize in 3D, site-specific zoning development allowances, test proposed zoning changes and visualize proposed developments to assess infrastructure capacity and share data via web services.
3. **Economic Development Property Portal:** Gridics will integrate its robust property filters function into the maps platform for the COUNTY giving planning and economic development staff the ability to easily and quickly analyze and identify sites based on customized criteria and configure based on customer needs.
4. **API - Zoning Plan Review:** Gridics will provide COUNTY with access to its Zoning API as needed for data integration with existing software solutions.
5. **Professional Services:** Gridics will provide COUNTY with up to 20 hours of professional urban planning and architecture services per year. If additional planning services and time are required, the scope and cost of such additional services must be approved in advance and in writing by both parties.
6. **Training & Support:** Gridics will provide initial on-site training as well as one additional on-site visit within 6-9 months following contract initiation. Throughout the partnership, Gridics urban planners will be assigned to County as your customer success partners to ensure all support and training needs are met and that all zoning changes are being reflected on the platform in a timely manner.

EXHIBIT D
PAYMENT

1. Invoice Requirements

Invoices must be issued in writing (or by email) pursuant to the notice provisions of the Agreement and must include the following information:

- Consultant name and remit to address
- Client SOW number or title and Agreement type
- Purchase Order number (if applicable)
- Brief description of the performance for which payment is due, including the applicable billing milestone(s) from the table below

2. Payment & Invoice Schedule

Initial Invoice: The initial invoice will reflect total compensation for years 1 through 3 (2021-2023) in the amount of \$195,000. This amount encompasses Billing Milestones 1 through 8 in the table below. This invoice will be issued within 30 days of COUNTY acceptance of completion of Task 4.1 in Exhibit A.

Annual Invoices: Contract years 4 through 6 (2024-2026) will be invoiced by January 31 of each year beginning in 2024.

	Billing Milestone	Milestone Deliverable(s)	Amount
1	Fully Executed Contract	Contract accepted and signed by client and consultant	\$15,000
2	Implementation Complete	All items in Section 4.1 delivered	\$15,000
3	Year 1- Licensing Fees- due at completion of implementation	All items in Section 4.1 delivered + access to CodeHub, ZoneCheck, ZoneIQ	\$49,000
4	Year 1- Licensing Fees- due at completion of implementation	All items in Section 4.1 delivered + Zoning API	\$6,000
5	Year 2- Licensing Fees	CodeHub, ZoneCheck, ZoneIQ	\$49,000
6	Year 2- Licensing Fees	Zoning API	\$6,000
7	Year 3- Licensing Fees	CodeHub, ZoneCheck, ZoneIQ	\$49,000
8	Year 3- Licensing Fees	Zoning API	\$6,000
9	Year 4- Licensing Fees	CodeHub, ZoneCheck, ZoneIQ	\$30,000
10	Year 4- Licensing Fees	Zoning API	\$3,000

Contract No. _____

11	Year 5- Licensing Fees	CodeHub, ZoneCheck, ZoneIQ	\$30,000
12	Year 5- Licensing Fees	Zoning API	\$3,000
13	Year 6- Licensing Fees	CodeHub, ZoneCheck, ZoneIQ	\$30,000
14	Year 6- Licensing Fees	Zoning API	\$3,000
	TOTAL COSTS		\$294,000.00

EXHIBIT E
Insurance Requirements and Proof of Insurance

GRIDIC shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

A. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by GRIDICS.

GRIDICS shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. **GENERAL LIABILITY INSURANCE:**

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Products and completed operations;
 - b. Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
 - c. Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

2. One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
3. If GRIDICS carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a. One million dollars (\$1,000,000) each occurrence
 - b. Two million dollars (\$2,000,000) aggregate
4. If GRIDICS carries a Commercial General Liability (Occurrence) policy:
 - a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
5. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

 - a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
 - b. The insurance coverage provided by GRIDICS shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

D. AUTOMOBILE LIABILITY INSURANCE:

- a. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contract No. _____

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

F. CYBER LIABILITY INSURANCE

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.