

# AGREEMENT BETWEEN THE COUNTY OF PLACER AND TRUEPOINT SOLUTIONS, LLC

CONTRACT NO: \_\_\_\_\_  
DEPARTMENT: Community Development Resource Agency  
CONTRACTOR: TruePoint Solutions LLC  
DESCRIPTION: Accela Workflow Automation and DigEplan Integration

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and TruePoint Solutions, LLC (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of improving Accela workflow automation through the purchase and integration of DigEplan, a software program that integrates electronic document review (EDR) into the Accela platform.

Therefore, it is agreed by the parties to this Agreement as follows:

## 1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## 2. Payments

County's total fiscal obligation under this Agreement shall not exceed \$131,620.00.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

## 3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from the date of its execution to February 28, 2023.

## 4. Exhibits; Merger Clause; Amendments

This following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Services  
Exhibit B: Payments and Rates  
Exhibit C: IT Security Addendum

This Agreement, including the Exhibits, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

## **5. Termination**

A. Termination for Convenience. Either Party may terminate this agreement without cause by providing 30 days advance written notice to the other party. 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 Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

## **6. Relationship of Parties**

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

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

## **7. General Compliance with Laws**

Consultant shall exercise usual and customary care to comply with all applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and

acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

## **8. Hold Harmless & Indemnification**

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

### **A. General Hold Harmless**

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

### **B. Intellectual Property Indemnification**

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

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

third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States.

## **9. Assignability and Subcontracting**

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

## **10. Insurance**

Contractor shall file with 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. Worker's Compensation and Employer's Liability Insurance**

Worker's 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 Contractor'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 Worker's 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 the Contractor.

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

### **B. General Liability Insurance**

- (i) 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. Contractual liability insuring the obligations assumed by Contractor in this Agreement.
- (ii) One of the following forms is required:
  - a. Comprehensive General Liability;
  - b. Commercial General Liability (Occurrence); or
  - c. Commercial General Liability (Claims Made).

(iii) If Contractor 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

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) 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) aggregate for Products Completed Operations
  - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Contractor 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.

### C. 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 County as noted above. In no cases shall the types of policies be different.

### D. Endorsements

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

(i) "The County of Placer, their 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."

(ii) "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."

(iii) “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.”

#### E. Automobile Liability Insurance

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.

#### F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

#### G. Additional Insurance Requirements

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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 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.

(v) 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.

## **11. Compliance with Laws; Nondiscrimination**

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

## **12. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

## **13. Records; Right to Monitor and Audit**

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. County will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

#### **14. Confidentiality of Information**

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

#### **15. Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Consultant's business, business records, and/or business systems by a third party, which access could potentially expose County records, data, or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Consultant must notify County within 48 hours. Notice under this section must include the date of incident and Consultant's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its records, data, and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

#### **16. General Health Measures and Conduct**

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors



receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

**17. Governing Law; Jurisdiction; Venue**

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

**18. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Claudia Wade, Engineering Manager  
Address: Community Development Resource Agency  
Community Development Services  
3091 County Center Drive  
Auburn, CA 95603  
Telephone: (530) 745-3017  
Email: cwade@placer.ca.gov

In the case of Contractor, to:

Name, Title: Keith Hobday, **TITLE**  
Address: TruePoint Solutions, LLC  
3262 Penryn Road, Suite 100-B  
Loomis, CA 95650  
Telephone: (916) 600-4993  
Email: Khobday@truepointsolutions.com

**19. Conflicts of Interest**

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not

enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

## **20. Licenses, Permits**

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

## **21. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

## **22. 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.

//

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

**TruePoint Solutions, LLC  
("CONTRACTOR")\***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Chair of the Board,  President, or  
 Vice President

Date: \_\_\_\_\_

**COUNTY OF PLACER ("COUNTY")**

\_\_\_\_\_  
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: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: IT Security Addendum

\*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 SCOPE OF WORK

### Specific Scoping Details and Assumptions

#### Project Management and Oversight

The Contractor (“TruePoint”) will provide a project manager for the implementation to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. Generally, these services include the following:

- Kickoff Meeting
- Monthly Status reporting
- Change order management
- Resource management
- Schedule bi-weekly project meetings with project team and stakeholders to include meeting agendas and minutes
- Project Plan Management
- Establish project schedule with milestones

#### Current Process improvements and Re-Configuration

Prior to integrating Electronic Plan Review with DigEplan, the TruePoint team will work to address some common pain points that revolve around department handoffs, digital plan versioning and file management, application intake, and communication with the applicant.

During this Analysis stage of the project TruePoint will:

- Explore best way to enhance intake process or pre-application process
- Analyze and update current workflow (Parrell reviews in a single workflow or Sub-processes approach)
- Analyze and update current revision process (Possibility of using separate child record for revisions)
- Enhance task management, assignments, and due dates tracking
- Establish metrics for tracking plan review turnaround times and overall process improvements

Before configuration begins during the Analysis stage, TruePoint will create and provide prototypes for County review before deciding on a final approved concept.

#### Sample Electronic Document Review (EDR) Configuration Concepts

The following is the concept of a possible EDR configuration. TruePoint will work with the County to determine specific EDR configuration requirements:

1. Submit a new application via Accela Citizen Access (ACA) with triage provide by the DigEplan Digital Project custom component.
2. Add plans and supporting document from the ACA page flow
3. Trigger scripts when plans are accepted from the workflow. For example, a status of “Plans Accepted for Review” can trigger scripts.
4. Route plans to required reviewing departments
  - Each reviewer can now review the document
  - They can see their assignments either from the document task list in My Tasks, or their normal My Tasks list under the workflow tab.
  - They can click the Launch DigEplan link and start the plan review.
  - When they are done, they can either update the document review task or update the workflow.

- Once all the parallel tasks are complete then the Plan Coordination step is now active.
- If revisions are required
  - The Plan Coordinator can check in the document, and then update the workflow that revisions are required. Notification template emails can notify the primary applicant with instructions on how retrieve approved plans or address corrections.
  - Revised plans can be updated through ACA and trigger internal notifications.
- Scripts can be put in place that look at the reviews, so when updating to “Ready to Issue” if any of the reviews have "Revisions Required" it won't let them move forward.

### Electronic Document Review (EDR) Integration

This section describes the tasks, responsibilities and assumptions that will enable submissions, review and markup of documents for the County’s current configuration. TruePoint will work with the County to identify business requirements for EDR configuration, including:

- Plans that will be submitted online through Accela Citizen Access and Accela Automation as part of the review process.
- County workflows associated with the document review process.
- Requirements for workflow tasks / statuses / assignments for each role (e.g. intake personnel, plan reviewers, plan processors / approvers, etc.) in support of County workflow.
- Versioning of documents submitted / reviewed.
- Process steps within the County’s workflow associated with reviewing the plan.
- Requirements for notifications via email.
- Stamps to be used on submitted documents.
- Information that will be exposed to the public via Accela Citizen Access.

### Assumptions and Responsibilities:

- Prior to configuration of EDR
  - The County will purchase licensing for DigEplan subscription
  - The County will be installed on Accela Automation 20.x or higher.
- For the duration of the project the County will:
  - Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
  - Adhere to agreed-upon timelines
  - Provide access to County equipment and network.
- Implementation will take place in a TEST environment and moved to PROD at go-live.
- The configuration of DigEplan Electronic Document Review will build on the configuration and record types the County already has in place. The workflows and methodology for revisions to issued permits will be re-worked in general as agreed to by TruePoint and County. The goal is to not only optimize the workflows for plan review but to look to improve all aspects of the workflow and revision to issued permit process.
- The configuration of DigEplan Electronic Document Review will build on Accela Citizen Access configuration that the County already has in place. Application processes through Accela Citizen Access will have already been configured and enabled. Configuration of new online applications and new or updated page flows constitutes additional scope.
- The County will work together with TruePoint on Stamp Creation.
- The County will use the Electronic Document Management System/Accela Document Service (EDMS/ADS) currently in place for documents.
- In Final Testing and Acceptance, the County will:
  - Develop use cases / test cases needed to test the configuration.
  - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.

- The County will provide a Project Manager, working closely with TruePoint's Project Manager.

### Integration Tasks

The Electronic Document Review implementation is comprised of the activities that will enable the submission, review, and markup of documents to work effectively given the County's configuration of Accela Automation. TruePoint will conduct the following activities in support of the implementation:

- **Installation**
  - TruePoint Responsibilities:
    - Avolve Software will provide hosted DigEplan site
  - Assumptions:
    - The County will have Accela Document Service (ADS) installed and configured prior to the contract period of performance.
- **Analysis** - TruePoint will spend time working with the County to understand its document submission and approval process for permit record types in order to enable the DigEplan Electronic Document Review configuration to work effectively with the County's workflow.
  - TruePoint Responsibilities:
    - TruePoint will meet with the County for initial analysis of the processes, as well as conduct follow up meetings to clarify any requirements (up to 112 hours).
  - County Responsibilities:
    - County shall work with TruePoint on initial configuration analysis.
  - Assumptions:
    - The County will select decision makers to approve the process and make them available so as not to delay the schedule (expected to be approximately 6 months). Any delays must be identified evaluated and resolved between the County Project Manager and the TruePoint Project Manager. TruePoint will work with the County to enhance current workflow processes during this implementation
- **EDR Configuration** - TruePoint will configure to allow for electronic document review in the County's current workflows.
  - TruePoint Responsibilities:
    - Typical items for TruePoint to configure to enable EDR (up to 156 hours):
      - Standard choices: Document Status, Document Review Status, Virtual Folders, EDMS
      - Attachments: Document group codes and document types
      - Workflow: Edit workflow tasks to allow for Plans Distribution and Plans Consolidation (if necessary)
      - Record/Application Type: Set document group code
      - Workflow email notifications: setup notifications
      - Security policy: set document security for Public Users
  - County Responsibilities:
    - The County will make changes to the ACA intake process to allow for intake of an application thru ACA

- Assumptions:
  - Configuration does not include adjustments to fee schedules.
  - EDMS will be configured and operable in AA prior to configuration.
  
- **EDR Scripting**
  - TruePoint Responsibilities
  - TruePoint will provide the scripts for the following Events as needed to support EDR configuration requirements:
    - 1) WorkflowTaskUpdateAfter (WTUA): To satisfy requirements such as emailing the applicant when revisions/resubmittals are required OR when the application is approved.
    - 2) DocumentUploadAfter (DUA): To satisfy requirements such as “when awaiting a revision/resubmittal, when the document is uploaded, the workflow task status for Application Submittal will be updated AND optionally the County staff can be notified.”
    - 3) DocumentReviewUpdateAfter (DRUA): To satisfy requirements such as “when the Document Review Status is modified it will automatically update the Plan Review workflow task, alleviating the staff from having to update both.”
    - 4) DocumentUploadBefore (DUB): To satisfy requirements such as “prevent applicants from uploading new documents through ACA when the record’s application status is “In Review”.
  
  - County Responsibilities:
    - The County will provide access to configure the above items.
    - The County will provide approval for the use of the above scripts.
  - Assumptions:
    - The creation/configuration of Accela Electronic Document Review scripts will build on the configuration, record types, and workflow tasks the County already has in place and allow for modifications to the document review process.
  
- **Training**
  - TruePoint Responsibilities:
    - TruePoint will train a core project team.
    - Provided targeted training for Permit Techs, Plan Reviewers, and Admins
    - TruePoint will provide **16** hours of standard training on DigEplan Electronic Document Review and administrator tasks. (Training sessions can be recorded)
  - County Responsibilities:
    - The County will provide suitable facilities, hardware, software and supporting equipment required for training – including fully configured workstations.
  - Assumptions:
    - Training participants will already have been trained in Accela Automation.
    - Training will focus on leveraging the functionality of Accela EDR.
    - Training will be conducted in a Test environment.

- **Stamp and Report Creation**
  - TruePoint Responsibilities:
    - TruePoint will create a few basic stamps. This is an estimated **12** hours of support. The number of stamps will depend on the complexity and how many can get created with the hours allocated for the report and stamps.
  - County Responsibilities:
    - The County will be responsible for creating any additional stamps beyond the time allotted by TruePoint.
  - Assumptions:
    - Example stamps will be provided by DigEplan.
  
- **Report Development Support** - TruePoint will provide up to **8** hours of support for report creation. DigEplan will provide sample out of the box reports as a starting point. Other report creation hours are provided in the SOW for Plan Review tracking metrics.
  
- **ACA Configuration Updates** - TruePoint will provide up to **32** hours of support to assist County staff in updating the County existing ACA configuration as needed to take better advantage of EDR functionality.
  
- **Go live support** - TruePoint will provide up to **32** hours of support during and after go-live.

### **DigEplan – Server Requirements**

The County has chosen to be hosted by DigEplan so there are no internal server requirements.



## EXHIBIT B PAYMENT TERMS

Based on the Scope of Work delineated in Exhibit A, below is the cost per Task. The Budget Line items identified below are for outlining purposes, but County staff retains the authority to reallocate budget line items between the tasks listed below within their sole discretion and without an amendment to the Agreement.

### Project Costs

The maximum budget for the project is defined below.

Software Subscription Costs - DigEplan				
Product Subscription	Per Year	Users	Amount	
DigEplan - Plan Review for all users for Building Module Records - Enterprise license			\$49,680	
<b>Subscription Pricing for Year 1</b>			<b>\$49,680</b>	
Note: This is a yearly expense				
Amazon infrastructure in North American Jurisdiction. Constant deployment model will be used to provide regular updates and new features as part of the SaaS Agreement		3% yearly uplift		
Implementation Services - TruePoint				
Task	Hours	Rate	Amount	
Project Management	100	\$165	\$16,500.00	
DigEplan Deployment PROD and Pre-PROD	12	\$150	\$1,800.00	DigEplan hosted environment
Business Analysis	112	\$150	\$16,800.00	Process improvements, Workflow improvements, Plan Review Communication, Reporting Metrics
Accela Configuration Improvements and Electronic Plan Review Configuration and Scripting	156	\$150	\$23,400.00	
Stamp Creation	12	\$150	\$1,800.00	
Report Development	40	\$150	\$6,000.00	Correction Letters and Plan Review Metrics
ACA Configuration Updates	32	\$150	\$4,800.00	Digital Plan Component embeded in ACA
DigEplan Tool Training	16	\$165	\$2,640.00	
Testing and Go Live Prep	20	\$150	\$3,000.00	
Go Live Support	32	\$150	\$4,800.00	
<b>Service totals</b>	<b>532</b>		<b>\$81,540.00</b>	
<b>Travel Expenses</b>		<b>On-Site Days</b>		
Estimated milage and travel expenses as incurred		8	<b>\$400.00</b>	
<b>Project Budget</b>			<b>\$131,620.00</b>	

The above maximum costs are 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 the Scope of Work, Exhibit A. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the project, a written Change Order executed by both parties will be required prior to project continuation.

Invoices for time incurred will be sent monthly for work completed. Invoices are due net 30 of the invoice date.

**Expenses:**

Expenses will be billed as incurred if necessary, not to exceed the maximum budget outlined above. Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to the County, not to exceed GSA per diem rates. Expense receipts will be made available as requested by the County. All billable expenses must be pre-approved by County.

## EXHIBIT C INFORMATION TECHNOLOGY SECURITY ADDENDUM

### 1. Data Location

1.1 Contractor shall not store or transfer non-public County of Placer data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Placer data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

1.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and must reference this contract number.

### 2. Data Encryption

2.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

2.2 The Contractor shall encrypt all non-public County **data at rest**.

2.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

### 3. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

### 4. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) of 24 hours and Recovery Point Objective (RPO) of 4 hours.