

Snohomish County Department of Information Technology

**SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN SNOHOMISH
COUNTY AND
VERTOSOFT, LLC**

Annual Comprehensive Financial Report (ACFR) Software

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SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND VERTOSOFT, LLC

THIS SaaS AGREEMENT is made this _____ day of _____, 20__, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and Vertosoft, LLC, incorporated under the laws of the State of Virginia, and duly authorized to conduct business in Washington State (the “Contractor”)

In consideration for the mutual covenants and agreements herein, the parties agree as follows:

I. Definitions

- A. Acceptance** means: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor has provided the County a written notice stating that all Material Defects have been corrected; and (c) the County has notified the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the terms of this Agreement. Nothing else, including payment for any portion of the System or the County’s use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.
- B. Account** means an account enabling a person to access and use the Hosted Services.
- C. Actual Uptime** shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- D. Agreement** means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments;
- E. Authorized User(s)** means County employees, representatives, consultants, contractors or agents who are authorized to use the Hosted Services and have been supplied user identifications and passwords by the County or on the County’s behalf.
- F. Business Day** means any weekday other than a bank or federal holiday in the USA.
- G. Business Hours** means the hours of 9:00 a.m. to 5:00 p.m. PST on a Business Day.
- H. County Confidential Information** means:

Any information disclosed by, or on behalf of, the County to the Contractor during the term of this Agreement whether disclosed in writing, orally, or otherwise, that at the time of disclosure:

1. Was marked or described as “confidential”; or
2. Should have been reasonably understood by the Contractor to be confidential; and
3. The County Data

- I. County Data** means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; transmitted by the Platform at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Platform; or generated by the Platform as a result of the use of the Services by the County.
- J. Critical Defect** means any Defect that (1) severely impacts the County’s ability to use the Software or the System or the Contractor’s ability to provide Services, or (2) has a significant financial impact on the County, also “Critical Issue”.
- K. Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.
- L. Deliverables** means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.
- M. Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Hosted Services; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Hosted Services, including but not limited to the Functional Specifications and Hosted Services Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.
- N. Effective Date** means the date of mutual execution of this Agreement.
- O. Functional Specifications** shall mean those specifications to which the System shall conform as set forth Exhibit C, attached hereto and by this reference made a part hereof.
- P. Hosted Services** means the data and servers managed and maintained by the Contractor made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- R. Intellectual Property Rights** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents);
- S. Maintenance Services** means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

- T. Maintenance Window** means the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the Services.
- U. Performance Standards** means, collectively the warranties and service availability set forth in Section IX and Exhibit B, attached hereto and by this reference made a part hereof.
- V. Platform or Workiva** means the Platform managed by the Contractor and used by the Contractor to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;
- W. Response Time** shall mean the interval or time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User.
- X. Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.
- Y. Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- Z. Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, Hosting Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.
- AA. Service Level Credits** means compensation due from the Contractor to the County for failure to meet the Service Level Standards listed in Exhibit B.
- BB. Service Level Standards** means the service level standards set forth in Exhibit B.
- CC. Software** means the aggregate of the standard software and the custom software including all upgrades, maintenance releases, bug fixes or patches, and other modifications provided under this Agreement.
- DD. Support Services** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;
- EE. Supported Web Browser** means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Contractor agrees in writing shall be supported;
- FF. System or Hosted Services Acceptance Plan** shall mean that plan set forth in Exhibit A.

GG. Total Transactions shall mean the total of Transactions occurring in the reporting month.

HH. Total Problems shall mean the total of problems occurring in the reporting month.

II. Transaction of Transactions shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

JJ. Update means a hotfix, patch or minor version update to any Platform software.

KK. Upgrade means a major version upgrade of any Platform software.

LL. Warranty Period means the period commencing upon Acceptance and continuing for one (1) year.

II. Scope of Agreement.

The purpose of this Agreement is to purchase the Workiva Platform which will allow the County's Finance Department to produce the Annual Comprehensive Financial Report (ACFR, previously also named CAFR) compliant with GASB reporting and compliance standards. The scope of services is as defined in Exhibit A (Scope of Work) attached hereto and by reference made a part hereof. This Agreement is the partial product of County RFP-026-21.

A. Scope. This Agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Deliverables.

B. Turn-key Basis. The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

III. Services.

A. Hosted Services.

1. The Contractor shall create an Account for the County and shall provide to the County login details for that Account on the Effective Date.
2. The Contractor hereby grants to the County a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the County in accordance with the Documentation during the term of this Agreement.

3. The Contractor will describe the initial data storage provided and any storage related fees or limits on data storage in Exhibit A.
4. The license granted by the Contractor to the County under this Section is subject to the following limitations: the Hosted Services may only be used by the officers, employees, agents, and subcontractors of the County and must not be used at any point in time by more than the number of concurrent users specified in Exhibit A, providing that the County may add or remove concurrent user licenses in accordance with the procedure set out therein.
5. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Contractor to the County under this Section is subject to the following prohibitions:
 - a. the County must not sub-license its rights to access and use the Hosted Services;
 - b. the County must not permit any unauthorized person to access or use the Hosted Services;
 - c. the County must not use the Hosted Services to provide services to third parties;
 - d. the County must not republish or redistribute any content or material from the Hosted Services except as required by law; and
 - e. the County must not make any alteration to the Platform except as permitted by the Documentation.
6. The County shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Account.
7. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.
8. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
 - a. A Force Majeure Event;
 - b. A fault or failure of the internet or any public telecommunications networks;
 - c. Any breach by the County of this Agreement; or
 - d. Scheduled maintenance carried out in accordance with this Agreement.
9. The County must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

10. The County must not use the Hosted Services:
 - a. In any way that is unlawful, illegal, fraudulent or harmful; or
 - b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
11. The County has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term.

B. Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement as described in Exhibit B – Workiva Platform Service Level Commitment (Exhibit B).

C. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement as described in Exhibit B.
2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit B attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.
4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.
5. Contractor shall respond promptly to all requests for Support Services made by the County through the helpdesk as described in Exhibit B.
6. Contractor shall provide the Services according to the performance criteria and Service Level Standards set forth in Exhibit B.
7. In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor Service Level Credits. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

D. Training Services.

1. Contractor shall provide Training Services to the County as detailed in Exhibit A.

IV. Term of Agreement.

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the date the County is provided access to the Workiva Platform, and may be extended by the County for two additional two (2) year option terms by providing thirty (30) days' written notice pursuant to Section XIII (P).

- A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.
- B. The maximum term for this Agreement, consisting of the initial term and all additional term(s), is nine years from Acceptance unless extended by written agreement signed by all parties.

V. Termination.

- A. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing written notice pursuant to Section XIII (P) to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to review for reasonableness and compliance with the Agreement, applicable laws and regulations.
- B. **Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.
- C. **Data on Termination.** Upon termination of this Agreement, Contractor shall, within one (1) business day following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the County Data in the format specified by County. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.
- D. **Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will provide to County and / or to the service provider selected by County (such service provider shall be known as the "Successor Service Provider") assistance

reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the "Transition Services"). The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to County or Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; (c) using a commercially reasonable effort to assist County in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to County, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

VI. Reserved.

VII. Price and Payment.

- A.** The County shall pay the Contractor upon Software Delivery as stated in the schedule of payments described in Exhibit A. Annual recurring charges for Support and Maintenance Services in years 2 through 5 shall be for the amount stated in Exhibit A and shall not exceed a five percent (5%) increase per year for a total contract award of \$211,051.00
- B.** Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit A, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
- C.** The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than annually in advance, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A.
- D. Dispute.** Should the County dispute any of the charges on an invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

VIII. Confidentiality and Public Disclosure.

- A. Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to disclose or disseminate Confidential Data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such Confidential Data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's Confidential Data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.
- B. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- C.** Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from Contractor's breach of this provision.

IX. Warranty Provisions.

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

- A. General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.
- B. System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Functional Specifications, Performance Standards, and Documentation.
- C. Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit B, including the maximum response times and availability. The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the warranties set forth in this Agreement.
- D. Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise agreed by the parties in a particular statement or work or Exhibit.
- E. Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive Support and Maintenance Services from the Contractor.
- F. Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same

manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support and Maintenance Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.

- G. Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.
- H. Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.
- I. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
- J. Third Party Warranties and Indemnities.** For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.
- K. Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.
- L. Privacy.** Contractor acknowledges that the County Data may contain personal data, health data, and/or medical records data, the use of which data is subject to various

Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject (“Privacy Laws”), as well as certain restrictions imposed on the County Data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County Data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor’s use (whether directly or indirectly) of the County Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.

M. Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the regulatory requirements.

X. County Data.

A. Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

B. Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor’s own purposes or for the benefit of anyone other than County without County’s prior written consent. This Section shall survive the termination of this Agreement.

C. Extraction of County Data. Contractor shall, within one (1) business day of County’s request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the format specified by County.

D. Backup and Recovery of County Data. As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Contractor shall maintain a contemporaneous backup of

County Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site “hardened” facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein. Any backups of County Data shall not be considered in calculating storage used by County.

E. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data (“Occurrence”) or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of PII (personally identifiable information), at County’s sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) days of the Occurrence; or, (ii) reimburse County for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less that twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys’ fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (h) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor’s representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This section shall survive the termination of this Agreement.

XI. Indemnification.

A. General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death,

injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

B. Patent and Other Proprietary Rights Indemnification.

- 1. Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.
- 2. Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach, by the County, of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred

but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County Specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

XII. Insurance.

- A. No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.
- B. Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:
- 1. Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.
 - 2. Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.
 - 3. Errors & Omissions/Professional Liability Insurance,** in an amount not less than \$1,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.
- C. Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.
2. The Contractor's insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.
4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily **limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies.**

XIII. Miscellaneous.

A. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections V (Termination), VII (Price and Payment), VIII (Confidentiality and Public Disclosure), X (County Data), XI (Indemnification), XIII-C (Assignment and Transfer), XIII-D (Independent Contractor), XIII-F (Compliance with Laws), XIII-I (Governing Law and Venue), XIII-J (Applicability of Uniform Commercial Code), XIII-K (No Waiver), XIII-M (Covenant of Good Faith), XIII-N (Third Party Beneficiaries), XIII-O (No Construction Against Drafter), and XIII-Q (Access to Books and Records) of this Agreement survive the cancellation, early termination, or expiration of this Agreement.

B. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

C. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

D. Independent Contractor.

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any Contractor personnel, representative, agent or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any Contractor personnel, representative, agent or subcontractor in the County's sole discretion. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

The parties acknowledge that Contractor is using subcontractors FH Black and Company, Inc. and Workiva to perform services under this Agreement and that tasks designated to FH Black and Company, Inc. and Workiva under this Agreement are obligations owed by Contractor to the County.

F. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification

and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

G. Non Discrimination.

1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter .2460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

2. **Federal Non-Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

H. Security, Access, and Safety Requirements.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

I. Governing Law and Venue.

The validity, construction, interpretation, and performance of this Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state

superior court or federal district court of competent jurisdiction in the State of Washington.

J. Applicability of Uniform Commercial Code.

To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed “goods” within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as “goods” would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

K. No Waiver.

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the County.

L. Force Majeure.

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor’s customers, the County shall receive no less priority in respect to such allocation than any of the Contractor’s other customers.

M. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

N. Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement and, as such, [list exception] is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

O. No Construction against Drafter.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

P. Notices.

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

If to the County: Snohomish County Information Technology
 3000 Rockefeller Avenue, M/S 709
 Everett, WA 98201
 Attn: Dee White, Contracts Specialist

and to: Snohomish County Purchasing Division
 3000 Rockefeller Avenue, M/S 507
 Everett, WA 98201
 Attn: Bramby Tollen, Purchasing Manager

If to the Contractor: Vertosoft, LLC
 1602 Village Market Blvd, SE, Suite 215
 Leesburg, VA 20175
 Attn: David Ball, Senior Director

or to such address as the parties may provide by notice to each other from time to time.

Q. Access to Books and Records.

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

R. Reserved.

S. Severability.

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent

necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

T. Incorporation of Exhibits.

Exhibits A, B, and C, referred to in this Agreement and attached hereto, are integral parts of this Agreement and are incorporated herein by this reference.

U. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Agreement
2. Exhibit A – Annual Comprehensive Financial Report (ACFR) Statement of Work
3. Exhibit B – Workiva Platform Service Level Commitment
4. Exhibit C – Functional Specifications

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

COUNTY OF SNOHOMISH:	CONTRACTOR: VERTOSOFT, LLC
	<i>David Ball</i>
By: Snohomish County Executive Date	By: David Ball Date Title: Senior Director 12/13/2021
Approved as to Form:	
Deputy Prosecuting Attorney Date	

Approved as to Insurance and Indemnification provisions:	
Risk Management	Date

EXHIBIT A

Annual Comprehensive Financial Report (ACFR) Software Statement of Work

The County and Contractor, (each a “Party” and together the “Parties) understand and agree that all Work will be pursuant to the provisions, terms and conditions of this SOW, the Master Agreement, and in accordance with the specifications set forth herein.

1. DEFINITIONS

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

1.1 “Acceptance” and “Accepted”

This shall mean that: (i) the Work and/or Deliverables substantially meet the functions and specifications agreed to by both Parties and as described herein; and (ii) the Work and/or Deliverables have been delivered and accepted by the County, following completion of any acceptance testing with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of Work and the delivery of Deliverables as described in this Exhibit A and the Master Agreement.

1.2 “County Data”

This means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; transmitted by the Platform at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Platform; or generated by the Platform as a result of the use of the Services by the County.

1.3 “Installation”

This means any work tasks and installation services provided by the Contractor for Software and Support as described in a relevant Statement of Work.

1.5 “Platform”

This means the Platform managed by the Contractor and used by the Contractor to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services, and the computer hardware on which that application, database, system and server software is installed.

1.6 “Support”

This means technical, maintenance and support services available from Contractor for any products, software, and Work provided and/or performed by Contractor to County; accessible by telephone, remotely, or online via the internet.

1.7 “Updates”

This means all minor releases of the Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

1.8 “Upgrades”

This means all major releases of the software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

2 WORK

2.1 Scope of Work

The Contractor shall provide the County with Workiva Platform, which will allow the County’s Finance Department to produce the Annual Comprehensive Financial Report (ACFR) that is compliant with GASB reporting and compliance standards. The Workiva Platform subscription includes a lifetime storage limit of 100 GB and an annual querying limit of 120TB.

Through the use of Workiva cloud-based Platform the County will modernize work by using a single Platform to produce financial statements without switching back and forth between applications. Users will collaborate in real-time, mitigate risk, and see improved productivity. Vertosoft shall supply a Platform that enables users to combine numbers and narrative, present numerical data in tables, source data from enterprise systems and spreadsheets, and manage multiple levels of contributors. Workiva Platform’s word processing, spreadsheet, and presentation applications are integrated and built upon a data management engine, offering synchronized data, controlled collaboration, granular permissions, and a full audit trail. With Workiva Platform data linking, changes are automatically updated in all linked instances, including numbers, text, charts, and graphics throughout a customer's spreadsheets, word-processing documents, and presentation decks in the Workiva Platform. Workiva Platform is and will continue to be a FedRAMP Authorized cloud Platform that meets GASB reporting and compliance standards.

The completion of the ACFR software project will require ongoing communication and status updates between Contractor and County. Phases of the implementation process may run concurrently. Contractor shall consult with County to develop the approximate project timeline and related tasks. The Contractor shall create an Initial Project Implementation Plan and will revise and enhance the plan as needed to suit the implementation schedule, with concurrence by

the County. Each milestone shall be deemed complete upon acceptance by the County after conclusion of County review or testing..

2.2 Contractor Requirements

The Contractor shall meet the following deliverables:

- (a) Provide best practices and recommendations for County process improvement within the Platform during implementation.
- (b) Provide an assigned CPA, Project Manager, and County Success Manager.
- (c) Conduct Project Kick-Off with County.
- (d) Provide access to Workiva Learning Hub training and reference materials.
- (e) Provide access to the Project Implementation Plan tracking system.
- (f) Guide County staff through the entire implementation of the Platform.
- (g) Consult on Platform validation and testing.
- (h) Train and guide County management to i) set different access levels in the Platform for employees and management staff, ii) create checklists and workflows, iii) extract data, and iv) turn functions on/off without needing approval/action from the Contractor.
- (i) Provide the ability for authorized County Users to maintain the Platform through updating configuration items such as Users, Document Types and categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.
- (j) Import the 2020 ACFR into Workiva Platform, provide basic template sections setup, build data model, set up automation, and evaluate configuration by completing configuration of up to ten pages of linking
- (k) Build out spreadsheets in Workiva Platform.
- (l) Set up Wdata module and chains, building a connection from County's data to accounting system or folder.
- (m) Integrate with one data source either by direct connection or loading standard exported content.
- (n) Assist with loading data and demonstrate how to tag and group imported data.
- (o) Provide data model purpose-built for municipalities.
- (p) Facilitate the Americans with Disability Act (ADA) remediation of published 2021 ACFR once requested.
- (q) Maintain FedRAMP certification.
- (r) Consult on deployment
- (s) Complete post sign-off check ins
- (t) Provide ongoing, dedicated support after Go-Live for a period of 90 days without Critical Defect.

2.3 Contractor Deliverables

Task 1: Project Planning Meeting, Kick-Off and Source Document Upload (Week 1)

Activities: Contractor shall:

- Coordinate and schedule kick-off call with CPA, Project Manager (PM), and County Success Manager (CSM).

- Review Contractor’s project tracking system and implementation plan with the County’s team members, specifically discussing support, statement of work, responsibilities, business process improvement, change management, goals, and next steps (i.e., Source Documentation Upload).
- Facilitate the discovery and process review including discussion of the current reporting process, including current systems used for reporting and data collection.
- Lead process mapping and discussion.
- Establish high-level future state of reporting process using the Workiva Platform, including Wdata.
- Review roles and responsibilities and finalize specific goals and expectations.
- Finalize a detailed the Project Implementation Plan, including deliverables and timeline for each project phase.

County Acceptance: County staff can access the Workiva Platform and the detailed Project Implementation Plan, including phased deliverables and timeline, and the Parties determine the timeline and Go-Live dates for each phase of the Platform configuration.

Contractor Deliverables: Kickoff meeting and agenda is complete, overview of the Project Implementation Plan has been provided to County project team, County project team has been provided access to the project tracking system, initial project plan is complete and both parties have agreed to deliverables for each phase, timeline. There is an estimated Go-Live date for each phase.

Task 2: Platform Configuration (Onboarding Setup) (Week 2-10)

Activities: Contractor shall:

- Configure and set up the Workiva Platform. Configuration shall include initial system design of basic sections and document structures, and the import of prior year documents as provided by the County.
- Reproduce the outline of County’s 2020 Financial Statements.
- Provide access to the Platform for Finance Admin and test users.
- Review security permissions and review User role-based permissions.
- Review County specific deployment to determine features and functionality to be configured.

County Acceptance: County users have appropriate Platform access, and deployment features and functionality are configured. Fully configured Platform is successfully developed. Initial administrative settings and permissions are established.

Contractor Deliverables: Login credentials, configuration settings review, security permissions configuration review, and any other deliverables as defined within the Project Implementation Plan.

Task 3: General Training (Week 3)

Activities: Contractor shall provide:

- Instruction and access to the basic Workiva Learning Hub Platform training site and during document configuration.
- Details regarding the County's Platform-specific configurations.
- Online course user guides and tutorials for a self-paced Platform training.
- Guidance to the County regarding the configuration of the Platform to meet County processes and requirements.

County Acceptance: County has received the necessary training materials, has attended the Learning Hub training courses and users are able to confidently access and use Platform.

Contractor Deliverables:

- Provide advice to administrative users regarding navigation of the Platform and administrative settings in accordance with best practices.
- Consult on Platform configuration, which may include: initial system design of basic sections and document structures and the linking and tagging process to link to prior year documents as provided by the County.

Task 4: Mid-Project Sponsor Check-In Meeting (Week 6)

Activities: Contractor shall facilitate a check-in meeting to discuss project progress, address any concerns, and propose possible solutions.

County Acceptance: Project is on track and meeting deliverables and timeline.

Contractor Deliverables: Any risk to deliverables and timeline is identified and mitigated through discussion and agreement with the County.

Task 5: Re-creation of Prior Year Reports and Configuration and Testing of Integration with Workiva (Week 10)

Activities: Contractor shall perform a demonstration to County staff which includes linking up to ten pages for the ACFR and advise County on Platform validation including end-to-end testing of all aspects of Platform. County will perform testing of ACFR pages and account mapping output summary report. Contractor shall review the test results with the County and recommend adjustments to any necessary settings before proceeding.

County Acceptance: County has conducted validation testing and agrees the Platform is performing as expected, specifically:

- Platform produces ACFR that is complete and Platform works as designed.
- Worktable values and tags are accurately reflected in account mapping output summary report.
- Administrative settings and security permissions are configured for users.
- County has determined all imported data exists in the Platform database.

Contractor Deliverables: Consult with the County on how to conduct end-to-end testing, advise on adjusting any configuration settings needed, and any other deliverables as defined within the Project Implementation Plan.

Task 6: County Sign-Off (Week 11)

Activities: Contractor shall facilitate the production review call to ensure everything is configured according to the County's needs.

County Acceptance: Prior year account values in all documents are accurate and new structure is approved.

Contractor Deliverables: Contractor shall participate in the production review call with the County, will provide a production environment, and any other deliverables as defined within the Project Implementation Plan.

Task 7: Go-Live and Project Wrap-Up Meeting (Week 12+)

Activities: Contractor shall facilitate a meeting between all stakeholders to discuss any remaining questions or concerns or to discuss additional issues.

County Acceptance: County staff is sufficiently trained and competently utilizing features and functions. County uses data import to ensure ACFR data exchange is accurate and complete for each phase.

Contractor Deliverables: Contractor shall address any remaining questions, concerns or additional issues.

Task 8: Current (2021) ACFR Document Americans with Disability Act Remediation

Activities: Contractor shall facilitate the Americans with Disability Act (ADA) remediation of published 2021 ACFR upon receipt of alternative text provided by the County.

County Acceptance: Successful ADA remediation of the published 2021 ACFR has been accomplished.

Contractor Deliverables: Contractor shall publish ADA remediation of 2021 ACFR, and any other deliverables as defined within the Project Implementation Plan.

Task 9: Final Acceptance

Activities: Contractor will provide County with dedicated configuration support through publication of 2021 ACFR. Should one or more defects be identified during the 90-day post Go-Live period, Contractor will cure and the 90-day period will begin anew after all defects are cured.

County Acceptance: The full Platform solution supplied by the Contractor and accepted by the County continues to perform consistently and without concerns. County staff is trained in utilizing features and functions.

Contractor Deliverables: Contractor shall track and cure any reported defects during the 90-day post Go-Live period. This task will be complete after 90 consecutive days of post Go-Live operation without any new defects. Contractor provides up to 40 hours of dedicated aftercare support for one year after Go-Live.

3 CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor to provide:

- (a) Kickoff meeting and agenda, and timeline with an estimated Go-Live date.
- (b) A primary point of contact to act as Contractor Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
- (c) Access to the Project Implementation Plan that will be updated by F.H. Black & Company (FHB) at project kickoff and agreed to by the County.
- (d) Login credentials, configuration settings review, security permissions configuration review.
- (e) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County's approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.
- (f) Reports - Weekly and/or monthly status reports as required by SCPM.
- (g) Tutorials and user guides that cover the Platform, which may include: initial design of basic sections, document structures and the import of prior year documents as provided by the County.

3.2 Contractor Tasks and Responsibilities:

- (a) Develop and maintain a Project Implementation Plan that includes all tasks required by the County for configuration, security, network connectivity, workstation modifications, data loading, and testing, 2020 CAFR data conversion and operations and maintenance.
- (b) Ensure adherence to the project scope and schedule as stated in the Project Implementation Plan, and budget.
- (c) Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope, schedule, or budget may be impacted, as well as providing mitigation plans.
- (d) Manage and plan work activities including:
 - Platform configuration;
 - 2020 data conversion and migration;
 - testing and quality assurance;
 - administrator training; and
 - Go-Live support.
- (e) Coordinate Contractor's resources, work sessions, and training (online/phone).
- (f) Track project issues
- (g) Provide project status reports through Project Management Portal, which include schedule updates, all reported issues and their statuses.
- (h) Be available for status calls as requested by County.

- (i) Provide updates to SCPM via online meeting as requested by the County.
- (j) Perform additional tasks as required to achieve the results specified herein.
- (k) Provide advice to administrative users regarding navigation of the Platform and administrative settings in accordance with best practices.
- (l) Identify and mitigate any risk to deliverables and timeline through discussion and agreement with the County.
- (m) Consult with the County on how to conduct end-to-end testing, advise on adjusting any configuration settings needed.
- (n) Participate in the production review call with the County and provide a production environment.
- (o) Address any remaining questions, concerns or additional issues.
- (p) Facilitate ADA remediation of 2021 ACFR.
- (q) Track and cure any reported defects during the 90-day post Go-Live period. This task will be complete after 90 consecutive days of post Go-Live operation without any new defects. Contractor provides up to 40 hours of dedicated aftercare support for one year after Go-Live.
- (r) Contractor will guide the County through reconciliation of the financial data within the Workiva Platform as necessary to agree with the previously published ACFR. This process may also require posting adjusting journal entries within Workiva Platform or the accounting system.
- (s) Complete all deliverables as defined in the Project Implementation Plan.

4 COUNTY'S RESPONSIBILITIES

4.1 County to Provide:

- (a) Single point of contact from County to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.
- (b) Project Sponsor and County Subject Matter Expert with abilities/capacity to complete this project.

County Tasks and Responsibilities:

- (a) Project Sponsor and County Subject Matter Expert will read the article/requirements the for successful self-implementation projects (<https://blog.fhblackinc.com/self-implementation-is-itright-for-you>) and affirm that the County is confident in their abilities/capacity to complete this project.
- (b) Team members assigned to this project have the necessary technology, accounting/finance and project management skills and experience.
- (c) Provides FHB with Owner/Administrator access to their Workiva Platform instance for the duration of this project.
- (d) Assigns IDs to reporting team.
- (e) Performs the vast majority of project tasks and will be primarily responsible for meeting project timelines and deadlines.
- (f) Uploads the ACFR and budget related data and documents per FHB instructions and standards for the FHB consultant to review.

- (g) Provides on-going guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
- (h) Provides a mapping/group legend for each value in the statements, schedules, and notes.
- (i) Tags and groups all accounts by, at minimum, by object and function as recommended/advised by FHB within Workiva Platform.
- (j) Creates the connected spreadsheets, linked spreadsheets, and formulas for the 190 pages of the 200-page document not linked by FHB. Once this is complete, link the specific data points to the Workiva Platform document.
- (k) Completes miscellaneous tasks as may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values within the ACFR.
- (l) Reconciles the financial data within the Workiva Platform as necessary to agree with the previously published ACFR. This process may also require posting of adjusting journal entries within Workiva Platform or the accounting system. If this is necessary, the Contractor will guide the County through this work.
- (m) Reviews, tests, and signs-off on all FHB work within five (5) business days of receipt of FHB's work.
- (n) Ensures team members working on the project take the courses recommended by FHB from the Workiva Learning Hub.
- (o) Ensures project SME/Champion(s) attend 1.5 hours education session on using Wdata and Workiva Platform.
- (p) Provides FHB final, published ACFR for ADA remediation.
 - i. The ACFR ADA remediation project assumes that alternative text for all images, diagrams, charts, flowcharts, maps, and math formulas and symbols, is to be provided by the County. Alternative text is required for any graphic that provide content and should sufficiently convey this content to a screen reader user. The alternative text will need be provided at least 3 business days before the scheduled project delivery of the remediation services. If the alternative text is not provided before the scheduled delivery date, FHB will proceed to deliver the project without the alternative text, and mark the corresponding checkpoint as "failed" in the associated compliance report(s). In that case, if the County provides the alternative text within 3 calendar months, FHB will add the alternative text and generate new compliance report(s) at no additional charge.
- (q) Completes self-paced Platform and configuration training using the Workiva Learning Hub.
- (r) Seeks out advice from CPM regarding Platform, configuration, training, and utilization.
- (s) Completes the production review checklist prior to production review call.
- (t) Attends the production review call.
- (u) Conducts end-user training for all staff that will be utilizing the Platform.
- (v) Reviews and provides formal written approval of work performed under milestones.

5 PROJECT MANAGEMENT

Snohomish County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor will negotiate the acceptable level of project management oversight at the Kick-Off Meeting.

6 PROJECT COMPLETION CRITERIA

The full Workiva Platform supplied by the Contractor (including all software, custom configurations, training, and support agreements) has been installed or delivered to the County and is fully functional and proven to be satisfactory to the project sponsor. Project completion approval shall not be unreasonably withheld. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through verification testing (at the discretion of the County).

7 DURATION

This SOW shall commence upon execution (the “Effective Date”). This SOW shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement. SaaS Subscriptions shall commence on the Effective Date and conclude after 5 years unless extended further by mutual written agreement of both parties in an amendment, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with County Charter and applicable law (Non-Appropriation). In any event, the Contractor shall be paid in accordance with the Agreement for Services performed through the date of termination.

8 FEES

Billings will be initiated upon signature approval from an authorized representative from Snohomish County for each milestone.

Contractor will be paid for the Work accepted by County as specified in this SOW as specified in the table below:

Item	Item Description	Cost per Item
Year 1 2021-2022		
ACFR Onboarding Design and Planning	Invoice Net 30 days From Acceptance Date (Task 6)	\$3,338.00
ACFR Onboarding Installation and Set-up	Invoice Net 30 days From Acceptance Date (Task 6)	\$12,105.00
ACFR Onboarding Customization and Integration	Invoice Net 30 days From Acceptance Date (Task 6)	\$6,401.00
ACFR Onboarding Data Migration	Invoice Net 30 days From Acceptance Date (Task 6)	\$3,200.00
ACFR Onboarding Training	Invoice Net 30 days From Acceptance Date (Task 6)	\$1,300.00

ACFR Onboarding Maintenance and Support	FHB AfterCare Year 1 up to 40 Hours Invoice Net 30 days From Acceptance Date (Task 6)	\$9,112.00
Phase 2 – ACFR Document Americans with Disability Act Remediation	Invoice Net 30 days From Final Acceptance Date (Task 9)	\$6,586.00
Connected Financial Reporting Platform	Includes Unlimited professional licenses and professional customer support for the ACFR. Invoice Net 30 days From Initial Platform Access	\$28,000.00
Professional Services Document Remediation for the 2021 ACFR	By Utilization	\$2,858.00
	Year 1 Total	\$72,900.00
Year 2 2022-2023		
Connected Financial Reporting Platform	Includes Unlimited professional licenses and professional customer support for the ACFR. 12-Month Term. Subscription Fees shall be invoiced December 1 of each year	\$29,400.00
Professional Services Document Remediation for the 2022 ACFR	By Utilization	\$2,858.00
	Year 2 Total	\$32,258.00
Year 3 2023-2024		
Connected Financial Reporting Platform	Includes Unlimited professional licenses and professional customer support for the ACFR. 12-Month Term. Subscription Fees shall be invoiced December 1 of each year	\$30,870.00
Professional Services Document Remediation for the 2023 ACFR	By Utilization	\$2,858.00
	Year 3 Total	\$33,728.00
Year 4 2024-2025		
Connected Financial Reporting Platform	Includes Unlimited professional licenses and professional customer support for the ACFR. 12-Month	\$32,414.00

	Term. Subscription Fees shall be invoiced December 1 of each year	
Professional Services Document Remediation for the 2024 ACFR	By Utilization	\$2,858.00
	Year 4 Total	\$35,272.00
Year 5 2025-2026		
Connected Financial Reporting Platform	Includes Unlimited professional licenses and professional customer support for the ACFR. 12-Month Term. Subscription Fees shall be invoiced December 1 of each year	\$34,035.00
Professional Services Document Remediation for the 2025 ACFR	By Utilization	\$2,858.00
	Year 5 Total	\$36,893.00

9 PROJECT MANAGERS

County Project Sponsor (“SCPS”)		Contractor CPA	
Name:	Nathan Kennedy, Finance Director	Name:	Jill Moates, CPA
Address:	Finance 3000 Rockefeller Ave M/S 610 Everett, WA 98201	Address:	FH Black & Company Incorporated 79 Blue Danube Way Penbroke Ontario K8A 6WZ
Phone:	(425) 388-3120	Phone:	
Email:	Nathan.Kennedy@snoco.org	Email:	jmoats@fhblackinc.com
County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Teresa Levine, Controller		Katherine Copeland
Address:	Finance 3000 Rockefeller Ave M/S 610 Everett, WA 98201		FH Black & Company Incorporated 79 Blue Danube Way Penbroke Ontario K8A 6WZ
Phone:	(425) 388-3308		
Email:	Teresa.Levine@snoco.org		kcopeland@fhblackinc.com
County Subject Manager Expert (“SCSME”)		Contractor County Success Manager (“CCSM”)	
Name:	Cristy Loveless		David Ball
Address:	Finance		Vertosoft, LLC

	3000 Rockefeller Ave Everett, WA 98201		1602 Village Market Blvd, SE Suite 215 Leesburg, VA 20175
Phone:	(425) 388-3582		(571) 218-5194
Email:	Cristy.Loveless@snoco.org		David.Ball@vertosoft.com
County Subject Manager Expert (“SCSME”)			
Name:	Marisa Snoey		
Address:	Finance 3000 Rockefeller Ave M/S 610 Everett, WA 98201		
Phone:	(425) 388-3652		
Email:	Marisa.Snoey@snoco.org		
County Subject Manager Expert (“SCSME”)			
Name:	Nancy Miller		
Address:	Finance 3000 Rockefeller Ave M/S 610 Everett, WA 98201		
Phone:	(425) 388-3969		
Email:	Nancy.Miller@snoco.org		

Escalation Path

Snohomish County:

Nathan Kennedy, Director of Finance, 425-388-3120, Nathan.Kennedy@snoco.org

Contractor:

Vertosoft, LLC: David Ball, Senior Director, 571-218-5194, David.Ball@vertosoft.com

10 DATA RIGHTS

Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor’s

own purposes or for the benefit of anyone other than County without County’s prior written consent. This Section shall survive the termination of this Agreement.

Platform Data. “Platform Data” shall mean any data produced by the system that reflects the access or use of the Platform by or on behalf of County or any user, including statistical or other analysis and performance information related to the provision and operation of the Platform including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data or other analysis, information, or data based on or derived from any of the foregoing. Contractor shall exclusively own all right, title and interest in and to all Platform Data. Contractor grants to County a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit users to use and access, Platform Data of which Contractor makes available through the Platform solely for County’s internal purposes. Contractor agrees that the County may make such Platform Data publicly available in compliance with applicable public records law as set forth in section VIII. B. County acknowledges Contractor may compile Platform Data based on County Data input into the Platform. County agrees that Contractor may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

11 SITES AND LOCATIONS

All work will be conducted remotely.

IN WITNESS WHEREOF, the Parties intending to be legally bound have caused this SOW to be executed by their duly authorized representatives and intend it to be effective as of the later of the two signature dates set forth in the signature block below (the “**Exhibit Effective Date**”).

Snohomish County

Vertosoft, LLC

BY: _____
(Authorized Signature)

NAME: _____
(Print or Type Name of Signatory)

TITLE: _____
(Title of signatory)

DATE: _____
(Execution Date)

BY: *David Ball* _____
(Authorized Signature)

NAME: **David Ball** _____
(Print or Type Name of Signatory)

TITLE: **Senior Director** _____
(Title of signatory)

DATE: **12/13/2021** _____
(Execution Date)

Exhibit B

Workiva Service Level Commitment

1.0 Help Desk Operations: Workiva shall maintain a help desk staffed with personnel to receive inquiries by telephone and e-mail between the hours of 9am - 5pm Monday - Friday (excluding holidays). Workiva has support centers located in the United States' Eastern, Central, Mountain, and Pacific time zones, as well as Central European Time ("Business Hours"). Workiva will provide emergency support outside of Business Hours for Critical Issues (as defined below). All Critical Issues must be reported via telephone. Non-Critical Issues reported outside of Business Hours will be responded to during the following business day.

2.0 Support Response Times: Workiva shall use commercially reasonable efforts to correct or provide a reasonable workaround to address all material errors that are identified in the Software pursuant to the chart below.

Error Level	Criteria	Workiva Response
Critical	Errors preventing essential work from being done in the necessary timeframes.	Workiva will respond to initial call within one (1) hour during Business Hours but in no event longer than two (2) hours, and within two (2) hours outside of Business Hours. Workiva will work to correct the issue or provide a reasonable workaround on a 12 hours per day, 5 days a week basis, providing status updates every two (2) hours. For any critical issues that are not resolved or for which a reasonable workaround is not provided within six (6) hours, the issue shall be escalated to a member of Workiva's Executive Management who will be personally involved in overseeing resolution.
Medium	Errors that cause impairment of the Software functionality that cause Customer to suffer significant inconvenience in	Respond to initial call or receipt of email within two (2) hours if received during Business Hours or, if not, then within the first thirty (30) minutes of the subsequent business day. Workiva will work to correct the issue or provide a reasonable workaround during Business Hours, providing status updates every

	performing day-to-day business functions	twenty-four (24) hours. If a Medium Issue is not resolved or a reasonable workaround is not identified within four (4) business days, the issue will be escalated to Critical unless otherwise agreed by the parties.
Low	Errors where there are problems of a cosmetic nature or that have an insignificant effect on Customer's operations.	Considered for next scheduled material upgrade of the Software.

3.0 Service Availability Commitment: The Software will be available 99.5% of the time, measured on a quarterly basis. Availability shall be calculated for the measurement period by dividing (a) the Baseline Uptime less Unscheduled Downtime by (b) the Baseline Uptime for the same period.

3.1 **"Baseline Uptime"** is the total number of minutes during the measurement period during which the Software is available for access and use by the Customer. Baseline Uptime excludes Scheduled Downtime and Excused Downtime.

3.2 **"Scheduled Downtime "** is the total time during the measurement period that the Software is not available due to planned maintenance. For more details on notice of Scheduled Downtime, see below.

3.3 **"Unscheduled Downtime"** is the total number of minutes during the measurement period during which the Software is not available for use by the Customer other than Scheduled Downtime and Excused Downtime. Unscheduled Downtime shall be measured from the time Customer first reports the outage to Workiva.

3.4 **"Excused Downtime "** is the total time during which the Software is not available for use by the Customer due to events outside of Workiva's control, including: (i) Customer side hardware or network issues, (ii) telecommunications outages, or (iii) other Force Majeure Events.

4.0 Scheduled Downtime: Workiva uses commercially reasonable efforts to perform all scheduled maintenance in a manner that does not typically require downtime. If downtime is required for maintenance, updates, or other fixes, it will occur during off-peak periods (usually 2am-5am Eastern Standard Time on Saturday or Sundays). With respect to scheduled downtime required by Workiva's service providers (e.g., Google, Amazon), Workiva will provide notice to Customer within forty-eight (48) hours of receiving notice thereof from the applicable third party.

5.0 Uptime Credits: In the event that the availability of the Software for the applicable measurement period, as measured above, is below 100%, Customer shall be eligible for the service credits described below.

Uptime Percentage	Credits
99.5% and Greater	0% of Subscription Service Fees for applicable measurement period
Between 99.5 and 97.5%	10% of Subscription Service Fees for applicable measurement period
Between 97.5 and 95.5%	25% of Subscription Service Fees for applicable measurement period
Between 95.5 and 90.5%	35% of Subscription Service Fees for applicable measurement period
Less than 90.5%	50% of Subscription Service Fees for applicable measurement period

6.0 Service Credits or Terminate for Refund. Customer may either elect to receive service credits or terminate the Agreement or the applicable Order, for a pro-rated refund of the fees remaining for the remainder of the Term. If Customer elects to receive service credits, they will be applied and offset future incurred Subscription Service Fees. If Customer elects to terminate the Agreement, Workiva will provide a pro-rated refund within a commercially reasonable amount of time after such termination. In order to receive such refund, Customer must provide Workiva with thirty (30) days' written notice of its intent to terminate the Agreement due to the unavailability of the Software. Service credits or a refund shall constitute Customer's sole and exclusive remedy for the applicable outages.

7.0 Customer Must Request Service Credit. In order to receive any of the service credits described above, Customer must request the credits from Workiva in writing within thirty (30) days of the end of the applicable measurement period. Failure to so request the service credits will forfeit Customer's right to receive service credits for the applicable measurement period.

8.0 Alternative Filing Process. In the event of material outages of the Software, Workiva will maintain a process to support Customer's ability to continue processing and filing the external filings using alternate methods and/or supporting changes to the documents using processes similar to those used by other financial printers. To support these efforts, Customer shall regularly back up their files and Customer Data (at least daily) during the week prior to the anticipated filing.

Exhibit C - Functional Specifications

Proposer's Name:

For the following, answer whether your software solution is capable of the following, and for each answer provide information about how this requirement is fulfilled:

Fully Capable: Proposed solution fully meets the functional requirement

Partially Capable: Proposed solution does not fully meet the functional requirement. May require customization, another module, 3rd party software or other option that may have a cost or may have additional integration points. If there is a cost for the option, it is listed in the price proposal.

Not Capable: Proposed solution is unable to meet the functional requirement.

Comprehensive Annual Financial Report (ACFR)

Req ID	Functional Specifications	Fully Capable / Partially Capable / Not Capable	How does the solution fulfill this specifications?
ACFR-01	Produce USA GAAP compliant financial statements and reports, specifically: Multi-year Budget vs. Actual, Government-wide statements, Fund Statements, Cash Flow Statements, etc.	Fully Capable	The Workiva platform produces GAAP compliant financial statements and reports, like the ACFR. Workiva works with guidance from the County to configure the platform according to scoped financial statements and reports. The implementation process includes configuration and setup of the County's ACFR. Financial statements, workpapers and other tables are created or imported into Workiva as a spreadsheet with values, formulas, and specified decimals. These numbers are linked into the <u>document to produce compliant financial statements and reports.</u>
ACFR-02	Produce all components of the ACFR. E.g., cover, organizational charts, graphs, text files, spreadsheets, scanned documents. See 2019 ACFR on the Snohomish County Web Site. https://snohomishcountywa.gov/Archive.aspx?AMID=47	Fully Capable	The Workiva platform is a multi-business reporting solution that enables the County to publish all ACFR using a familiar cell-based editor (like Microsoft Spreadsheets) and text-based editor (like Microsoft Documents). The familiar and easy-to-use interface simplifies training and accelerates user adoption for the County. County users produce all components of the ACFR in the platform and export the final report as a pdf document, including charts, cover page, graphs, narrative/text, scanned <u>documents, spreadsheets and tables.</u>
ACFR-03	Publish the ACFR to a Portable Document Format (PDF)	Fully Capable	The Workiva platform enables the County to publish all components of the ACFR in a portable document format (pdf) using the Save As > Export function.
ACFR-04	View and manage multiple ACFR versions during the creation, review and approval.	Fully Capable	The Workiva platform stores all versions of the ACFR, makes them easily accessible throughout the production process (i.e., the creation, review, approval), and eliminates any version control issues. All versions are accessible via the <i>History</i> function, and the County can open, view and export past versions, compare two (2) versions using the <i>Create Blackline</i> feature, and note specific versions with <u>milestone designations and descriptions.</u>
ACFR-05	Import (e.g. interfaces, extracts) and map (simple/multiple/level) data from the County's financial accounting software Cayenta.	Fully Capable	The Workiva platform imports data from existing financial accounting software systems using (1) pre-built connectors; (2) application programming interfaces (API); and/or, (3) data extract files/tabular data (i.e., CSV). For the County, FHB recommends setting up an API to import data from Cayenta. Using the API, the County can automatically import data, from Cayenta into Workiva, on a defined schedule and/or refresh data on-demand. Workiva maintains a complete audit trail of imported data, <u>and enables the County to securely share that data within the platform.</u>
ACFR-06	Manually override automated mappings on an as needed basis.	Fully Capable	The Workiva platform supports on-demand and automated scheduled data refreshes enabling the County to <u>override mapping as needed.</u>
ACFR-07	Make updates to account mappings on a year over year basis, such as the ability to reclassify a fund as major or non-major fund.	Fully Capable	The flexible, easy-to-use design of Workiva enables the County to update accounting mappings as needed without requiring vendor resources.
ACFR-08	Produce financial statements that auto-calculate, link, foot and cross-foot and systematically handle data rounding to ensure balanced statements. Rounding will carry through consistently from the combining to the combined financial statements.	Fully Capable	The Workiva platform supports various rounding standards to meet the County's rounding preferences and ensure balanced statements. For example, some agencies round at the line item level while others round at the account level. Validation checks ensure a summarized number at the statement level ties to the summarized number at the footnote or MD&A level. A validation dashboard highlights areas <u>that require further attention to analyze discrepancies.</u>

	ACFR-09	Create journal entries and track adjustments for the ACFR that dynamically update data across the statements via the journal preparation function. Function would be used to adjust the historical balances of multiyear funds.	Fully Capable	The Workiva platform supports journal entry preparation through its cell-based editor or a combination of the cell-based editor and Wdata. An adjustment template in the cell-based editor supports journal entry preparation and reconciles governmental fund statements to the government-wide statements. The template links data used for adjustments from the workpapers, then links the information to the ACFR reconciliation pages and face statements, and dynamically updates data across linked statements. Wdata automates journal entry preparation using a workflow function called Chains. Chains automates the collection of the adjustments made in the cell-based editor and aggregates these adjustments with the imported GL data from the County's FMS within Wdata to generate an adjusted trial balance through the use of queries. Chains runs on-demand and/or according to defined conditions like a specific interval, specific date range, or a trigger event (such as JE approval or sign-off). The adjusted trial balance can be pushed back into cell-based editor for work paper preparation. The face statements in the ACFR can be dynamically linked to the work papers in the cell-based editor, thus ensuring the seamless flow of updates.
	ACFR-10	Provide for multiple users to access the ACFR simultaneously, minimum 5-8 users.	Fully Capable	Real-time collaboration is a core function of the Workiva platform. Multiple County users work in the ACFR at the same time, eliminating version control issues and improving access to the ACFR. The document owner sets user permissions, granting and/or restricting user access where appropriate within the collaborative environment. Users easily identify where and which specific users are working in the document with unique color cursor.
	ACFR-11	Link numbers in the financial statements/software solution to the transmittal letter, management's discussion and analysis and statistical schedules.	Fully Capable	The Workiva platform uses <i>dynamic linking</i> technology to link financial statements, MD&A, footnotes, and schedules to supporting documents, and automatically updates narrative and numbers when changes occur at the source. <i>Dynamic linking</i> ensures data accuracy and consistency, reduces risk and saves time. The County uses the familiar copy-paste function to link source data/text to multiple documents, dashboards, narratives, presentations, reports, and spreadsheets. When the County updates the source data/text, all linked data/text update automatically. A color-coded system denotes source and linked data/text, and users easily navigate between source and linked data/text with a simple click. All updates are auditable, and updates can only be made by permissioned users.
	ACFR-12	Mark specific sections or tasks as complete, locking the data from being updated.	Fully Capable	To lock completed sections, the document owner can use the Lock Editing function and/or change users' permissions to Viewer or No Access. The Lock Editing functions enables the document owner to lock the entire document with one click, while changing user permissions enables the document owner to lock specific sections within a document. With Viewer access users can comment but not edit any content, where No Access limits users from access the entire document completely.
	ACFR-13	Drill down (at all mapping levels) to see the items making up a specific amount, with the ability to export this information into Excel as needed.	Fully Capable	The Workiva platform enables the County to create trial balances using imported data from its FMS, and subsequently use the trial balance information to produce financial statements, summary tables, schedules through the use of formulas in the cell-based editor. These formulas enable the County to drill down into the items that make up specific amounts at all mapping levels. All data in the cell-based editor can be exported into Excel as needed.
	ACFR-14	Comprehensive access control lists based on user roles that control authority to access, initiate or change workflows, change properties or edit/change/delete data.	Fully Capable	The Workiva platform supports role- and user-based security, and makes user management easy for the account administrator and document/presentation/spreadsheet Owners. The account administrator manages overall user access, while Owners manage specific document/presentation/spreadsheet access. The County does not need to contact Workiva to update user access, however, Workiva support services are always available to assist as needed. There are four (4) Permissions levels: Owner, Editor, Viewer and No Access. <ul style="list-style-type: none"> •Owner: A user with owner permissions can edit text, lock and unlock data cells, accept and reject track changes, adjust user permissions, and adjust style guides to lock down formatting. •Editor: A user with editor permissions can edit text and data within a document, spreadsheet, and presentation. •Viewer: A user with viewer permissions can view content within a document, spreadsheet, and presentation, and apply comments but not edit. •No Access: A viewer with no access cannot view, edit, or access a document, spreadsheet, and presentation.

		ACFR-15	Report on multiple years of the ACFR.	Fully Capable	All work and reports are stored in the Workiva platform, and Workiva provides access to historical versions. This enables the County to report on multiple years of the ACFR. Workiva will only delete/purge data, work and reports at the request of the County with a signed certificate of destruction.
		ACFR-16	Provide for a complete audit trail (distinguishing source systems, user and transactions).	Fully Capable	The Workiva platform provides a complete audit trail feature logging all activity, changes, deletions, edits and updates by source system and/or username with a date-time stamp providing transparency and accountability in all steps of the reporting process. Audit trail information is granular (e.g., tracked down to the individual cell level), and is readily available within the platform and available to download.
		ACFR-17	Ability to implement revision controls to the ACFR during entire lifecycle.	Fully Capable	The Workiva platform auto saves every sixty (60) seconds backing up all changes and edits, creates a new version every five (5) minutes during active use, and provides access to historical versions. Secondly, Workiva makes version comparison easy and quick using the <i>Create Blackline</i> feature, Workiva automatically compares the selected versions and produces a color-coded version, noting additions in blue text and deletions in red strike-through text.
		ACFR-18	Import data from other sources, e.g., Excel, Access, Word	Fully Capable	The Workiva platform includes import and export capabilities, is fully compatible with Microsoft Office, and imports/exports data as Microsoft files (e.g., Word, Excel, and PowerPoint), CSV (for spreadsheets), PDF, and XML. The Wdata feature of the platform functions with CSV, TSV, JSON, XML, and connector specific data. In addition, Workiva imports/exports data from existing financial systems (i.e., Cayenta Financial Management System) using (1) pre-built connectors, (2) application programming interfaces (API); and/or, (3) data extract files/tabular data (i.e., CSV).
		ACFR-19	The solution shall be XBRL compatible.	Partially Capable	Workiva is a world leader in XBRL technology and support services, and is capable of supporting inline XBRL requirements. Workiva employees actively participate in the XBRL-US State and local working groups, and the working groups successfully developed the first taxonomy for tagging ACFR and submitting in electronic format. Workiva is committed to supporting all future government XBRL/iXBRL mandates. Workiva has written about the future of the modern ACFR and completed XBRL tagging for the states of Georgia and Utah and the City of Oakland as a part of a pilot project.
		ACFR-20	During an upload process from Cayenta to the ACFR an exceptions report is generated.	Fully Capable	The Workiva platform supports uploads and data refreshes from systems of record like Cayenta. If an upload issue occurs, the designated County user is notified via email. Detailed data logs note the command and error description for troubleshooting and resolution efforts.
		ACFR-21	The ACFR PDF must be ADA compliant.	Partially Capable	Producing an ADA compliant ACFR is typically a manual and labor-intensive process. Workiva offers a <i>Tag for Web Accessibility</i> feature when exporting reports to facilitate a portion of the remediation process. In addition, FHB offers ADA remediation services and training to meet ADA compliant ACFR, please review proposal response and cost proposal for additional ADA compliance information.