

Snohomish County Department of Information Technology

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

Case Management Solution, Office of Hearings Administration

Contents

I.	DEFINITIONS	2
II.	SCOPE OF AGREEMENT.	6
III.	SERVICES.....	6
IV.	TERM OF AGREEMENT.....	9
V.	TERMINATION.....	9
VI.	ACCEPTANCE TESTING.....	10
VII.	PRICE AND PAYMENT.	11
VIII.	CONFIDENTIALITY AND PUBLIC DISCLOSURE.	11
IX.	WARRANTY PROVISIONS.....	12
X.	COUNTY DATA.....	15
XI.	INDEMNIFICATION.	16
XII.	INSURANCE.....	18
XIII.	MISCELLANEOUS.	19
A.	OBLIGATIONS THAT SURVIVE TERMINATION.	19
B.	AMENDMENTS.....	19
C.	ASSIGNMENT AND TRANSFER.	20
D.	INDEPENDENT CONTRACTOR.	20
E.	ACCEPTANCE AND REMOVAL OF CONTRACTOR PERSONNEL AND SUBCONTRACTORS.....	20
F.	COMPLIANCE WITH LAWS.	21
G.	NON DISCRIMINATION.	21
H.	SECURITY, ACCESS, AND SAFETY REQUIREMENTS.....	21
I.	GOVERNING LAW AND VENUE.	21
J.	APPLICABILITY OF UNIFORM COMMERCIAL CODE.....	22
K.	NO WAIVER.....	22
L.	FORCE MAJEURE.	22
M.	COVENANT OF GOOD FAITH.	22
N.	THIRD PARTY BENEFICIARIES.	23
O.	NO CONSTRUCTION AGAINST DRAFTER.....	23
P.	NOTICES.....	23
Q.	ACCESS TO BOOKS AND RECORDS.	23
R.	INTENTIONALLY REMOVED.....	23
S.	SEVERABILITY.....	23
T.	INCORPORATION OF EXHIBITS.....	24
U.	ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.	24

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

THIS SaaS AGREEMENT is made this _____ day of _____, 2025, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and GxP Partners, LLC a Pennsylvania company, and duly licensed 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 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 Software.
- 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 8:00 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.
- 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 Essential Service Level Standards listed in Exhibit C.
- 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 B.
- P. Hosted Services** means the data hosting services provided by the Contractor through the US Gov Cloud and as detailed in that portion of Contractor's response to technical requirements applicable to the System, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- Q. Hosted Services Defect** means any defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

1. any act or omission of the County or any person authorized by the County to use the Platform or Hosted Services;
2. any use of the Platform or Hosted Services contrary to the Documentation, whether by the County or by any person authorized by the County;
3. a failure of the County to perform or observe any of its obligations in this Agreement; and/or
4. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.

R. Hosted Services Specification means the specification for the Platform and Hosted Services set out in the Exhibit E and in the Documentation.

S. 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).

T. Maintenance Services means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades.

U. 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.

V. Mobile App means the mobile application known as Appian Case Management Studio that is made available by the Contractor through Google Play for Android and the IOS App Store for iPhones.

W. Performance Standards means, collectively the warranties and performance standards set forth in Section III and Exhibit C.

X. Platform means the platform as described in the Contractor’s response to technical requirements applicable to the System, Exhibit A, Exhibit B, and Exhibit E, and 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.

Y. 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.

- Z. Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.
- AA. Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- BB. 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.
- CC. Service Level Credits** means compensation due from the Contractor to the County for failure to meet the Essential Service Level Standards listed in Exhibit C.
- DD. Service Level Standards** means the Essential Service Level Standards set forth in Exhibit C.
- EE. 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.
- FF. 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.
- GG. 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.
- HH. System or Hosted Services Acceptance Plan** shall mean that plan set forth in Exhibit A.
- II. Total Transactions** shall mean the total of Transactions occurring in the reporting month.
- JJ. Total Problems** shall mean the total of problems occurring in the reporting month.
- KK. Transaction of Transactions** shall mean Services web page loads, Services web page displays, and Authorized User Services requests.
- LL. Update** means a hotfix, patch or minor version update to any Platform software.
- MM. Upgrade** means a major version upgrade of any Platform software.
- NN. Warranty Period** means the period commencing upon the County's Acceptance of HyperCare and continuing for one (1) year. The Warranty Period is provided by the Contractor only, all third-party software provided by Contractor is covered under the manufacturer's Service Level Agreement Exhibit C.

II. Scope of Agreement.

The purpose of this Agreement is for acquisition, implementation, training, support, and maintenance of a case management solution for the Office of Hearings Administration. 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 product of County RFP No. 24-027BC-S Case Management Solution, Office of Hearings Administration.

- 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 initial data storage and any storage related fees or limits on data storage to be provided by Contractor shall be as described 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 authenticated users specified in Exhibit A, providing that the County may add or remove authenticated 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, except as otherwise provided herein;
 - 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.

2. Environment Maintenance – Contractor shall notify the County via email in advance about the exact date, time, and duration of the downtime required for environment maintenance to address defects, provide security updates, or deploy patches to supporting applications (e.g., OS security patches, Java patch updates, etc.). These code updates shall be deployed to the Non-Production environments first through hotfixes at restart with the Production environment typically made available one week later. Contractor shall have the option to reschedule these updates through a ticketing system. Contractor shall be required to apply hotfix updates at least every 90 days or sooner for the Gov Cloud.
3. Platform Upgrades - Contractor shall notify the County via email in advance about the exact date, time, and duration of the maintenance window to upgrade their environments. The County shall have the option to reschedule their assigned upgrade schedules to a staged rollout and to a more convenient time.
4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.
5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under this Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

C. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement.
2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit C attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable 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.
6. Contractor shall provide the Services according to the performance criteria and Essential Service Level Standards set forth in Exhibit C.

7. In the event that the Contractor fails to meet the Essential 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 Effective Date, and may be extended by the County for additional five (5) year option terms for the duration of the County's use of the system, by providing thirty (30) days' written notice pursuant to Section XIII P).

- A. Ongoing Support and Maintenance Services** shall continue throughout the term of the Agreement.

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, County shall, have up to ten (10) business days following the termination of this Agreement, to extract County data from the System, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor). 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 extracted by the 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. Acceptance Testing.

- A.** County shall perform acceptance testing as Contractor delivers each iteration of working software. Final acceptance testing shall be performed by County within ten (10) business days of the Contractor providing notice to the County that the System is ready for final testing and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to this Section.
- B.** The final acceptance testing shall include thirty (30) business days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County’s fully implemented production environment.
- C.** If the County accepts the work, the County will send a Notice of Acceptance to the Contractor.
- D.** If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E.** Upon receipt of a notice describing the deficiencies described in the preceding section, the Contractor shall either provide a detailed, written plan to achieve Acceptance or make corrections or replacements within an agreed upon time with no charge to the County. The parties shall agree on a start date for beginning another Acceptance testing period.
- F.** Another thirty (30) business days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and

Documentation in the County's fully implemented production environment shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if agreed to by the parties.

- G. If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a Notice of Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

VII. Price and Payment.

- A. The County shall pay the Contractor in accordance with Section 9 of Exhibit A.
- 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 monthly in arrears, 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 C, 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 by providing all additional software, equipment, and/or services to the County at no additional cost to the County. In the event that the Contractor is unable to correct such failure within a forty-eight (48) hour the County shall receive from the Contractor credits in the amounts set for in Exhibit C. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of default shall be deemed to have occurred.
- 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 orderly and timely 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 than 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. Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

1. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County that will be in the care, custody, or control of Contractor.

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 assignee or 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.

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 2.460 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.

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:

Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201

GxP Partners, LLC
18 Spicebush Road
Levittown, PA 19056

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. Intentionally Removed.

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 referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.


The Contractor was selected through the County's RFP identified in Section II. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

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 – Statement of Work
3. Exhibit B – Functional Requirements
4. Exhibit E – RFP-24-027BC-S Technical Standards Questions
5. Exhibit C – Appian Cloud Service Level Agreement
6. Exhibit D – Appian Hosted Installation Terms & Conditions
7. RFP-24-027BC-S
8. Contractor's Response to RFP-24-027BC-S

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

COUNTY OF SNOHOMISH:	CONTRACTOR: GxP PARTNERS, LLC
	James Hradecky  Digitally signed by James Hradecky Date: 2025.04.09 19:46:27 -04'00'
By: Snohomish County Executive Date	By: Date Title:

Ken Klein
Executive Director

Approved as to Form: Wendling, Rebecca <small>Digitally signed by Wendling, Rebecca Date: 2025.04.09 13:13:55 -07'00'</small>	
Deputy Prosecuting Attorney Date Subject to Memorandum of Advice IS25-007G	
Approved as to Insurance and Indemnification provisions: Barker, Sheila <small>Digitally signed by Barker, Sheila Date: 2025.04.10 06:45:16 -07'00'</small>	
Risk Management Date	

EXHIBIT A

Office of Hearings Administration Case Management System Statement of Work

1. DEFINITIONS

Capitalized terms used in this Statement of Work (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 “Final Acceptance”

This means the point when the County acknowledges that the Contractor has completed all work in accordance with the Agreement.

2. WORK

2.1 Scope of Work.

The Contractor is an authorized reseller of the Appian Case Management Studio software (the “System”). The Contractor shall provide, install, configure, and implement the System to enable Office of Hearings Administration (OHA) staff to rapidly create case management applications for common case management functions such as workflow, commenting, reporting, data management, and auditing. Contractor shall ensure the System possesses the functionality described in this SOW, Exhibit B, Exhibit C, section D of the Contractor’s RFP-24-027BC-S Phase II Submittal Packet, and section 13D of the Contractor’s RFP-24-027BC-S Attachment A Submittal Packet.

A. The System shall include the following:

- (a) Case Workspace powered by Appian Workflow Manager Pro: The dashboard a caseworker uses to monitor and perform core functions, with a modern, customizable UI and an intuitive view of tasks and cases.
- (b) Case Workflow Builder powered by Appian Workflow Manager Pro: An administration site where workflows and case journeys are defined, and default task templates are established for specific case types including but not limited to case types described in Attachment 2.
- (c) Agile Report Builder: Authorized users can create reports and analytics that can be saved to a dashboard for frequent use or stored to be generated on demand.
- (d) Citizen Portal: An out-of-the-box Appian portal for unauthenticated users to select a case type and complete the case-creation process.
- (e) Appian Workflow Manager Pro Visual Process Editor: Workflow Pro allows caseworkers and administrators to add or remove tasks in any section of a predefined flow in a highly

visual, flexible way. New tasks can be added one at a time, or predefined sequences of tasks can be added in order to capture a full process.

- (f) **Dynamic Case Management Data Model:** A flexible data model that works behind the scenes to allow users to maintain a level of agility that is impossible with most case management tools.
- (g) **Conditional Task Capabilities:** Workflows can be simple or complex, with branching logic and the ability to loop back to previous tasks.
- (h) **Robust Commenting:** A comprehensive set of commenting capabilities enables casework collaboration. Comments include the ability to reply to other comments (threading), tag specific users, link documents, and pin comments for higher visibility.
- (i) **Document Management:** Document handling is critical to many case workflows. Appian Public Sector Case Management allows for documents to be stored on case records.
- (j) **Comprehensive Case Auditing:** Transaction-level auditing capabilities capture changes made to a case, task, or entity.
- (k) **Section 508 and FedRAMP Compliance:** FedRAMP and StateRAMP authorization and Section 508 adherence for accessibility.

2.2 Background

OHA encompasses three lines of business: Hearing Examiner, Boundary Review Board, and Board of Equalization. The Hearing Examiner is the office Administrator and supervises the three clerks who support these lines of business. The clerks manage the storage and retention of case files for land use and annexation cases as well as appeals of other departmental decisions (Code Enforcement, Auditor-Animal Services, Solid Waste, Health Department, and Assessor). Clerks also manage the calendars for all associated case events.

2.3 Contractor Requirements

The Contractor shall:

- (a) Provide three (3) cloud environments: Development, Test, and Production
- (b) Provide an assigned Project Manager.
- (c) Schedule and conduct project kick-off with County.
- (d) Develop the Project Plan and provide it to OHA for review and approval. The Project Plan may be updated and/or revised as needed upon approval by OHA and the Contractor.
- (e) Manage all work activities including installation in development, test, and production environments, System configuration to meet County requirements, data definition, testing and quality assurance, training and support.
- (f) Complete data design and security configurations.
- (g) Provide case setup for Hearing Examiner, Boundary Review Board, and Board of Equalization.
- (h) Provide best practices and recommendations for County process improvements within the System during implementation.
- (i) Ensure the System integrates with County's internal systems as defined in Exhibit C, section D of the Contractor's RFP-24-027BC-S Phase II Submittal Packet, and section

13D of the Contractor's RFP-24-027BC-S Attachment A Submittal Packet. If integrations are not logically possible or require a great deal of complexity, the level of effort will be determined and accounted for in a change order.

- (j) Ensure third-party system integrations are fully dependent upon existing API availability and functionality for each respective system. Contractor is not responsible for creating, modifying, or extending APIs for third-party systems.
- (k) Support the QA and PROD application setup and migration. Contractor shall:
 - a. Train and ensure OHA staff are able to operate the System successfully.
 - b. Support OHA staff in documenting the migration process and be available to assist in the initial setup and deployment. County is responsible for maintaining the documentation and executing the migrations into the higher environments with support from Contractor as needed.
- (l) Provide all training on System operation and configuration in a train-the-trainer process.
- (m) Ensure software functionality includes the ability for authorized County users to maintain the System through updating configuration items without County IT or Contractor assistance.
- (n) Guide County staff through the entire implementation of the System.
- (o) Monitor and report project activities, including recurrent status reports and regular check-ins with OHA.
- (p) Conduct regular review meetings where the Contractor and County shall, at regular intervals to be determined by County, review performance of the work including progress on tasks, discuss any resource issues, and address any other issues that may be relevant to the project. All other Contractor-assigned personnel, excluding the Contractor Project Manager, shall attend at the sole expense of the Contractor.
- (q) Consult with OHA staff on:
 - a. System validation: a process that ensures a system or element meets its intended purpose and functions
 - b. Data validation: a process of checking the accuracy and quality of data before it is used, imported, or processed
 - c. Data mapping: a process of matching fields from one database to another
 - d. Testing: system, configuration, etc.
- (r) Transfer knowledge, including: System architecture, System administration, internal user administration, troubleshooting, and configuration best practices to OHA staff prior to production turnover.
- (s) Consult on deployment.
- (t) Complete post sign-off check ins.
- (u) Provide ongoing, dedicated support after Go-live for a period of 90 days without Critical Defect.

2.4 Contractor Deliverables

Milestone 1 (Sprint 0): Kickoff, Planning, Configuration of County's Authentication Services (e.g. Office 365 Active Directory/SAML), Requirements Finalization: Data Definition, Notification Requirements and Triggers, Reporting Requirements, Integrations, and Security Requirements

Activities: Contractor shall:

- (a) Coordinate, schedule, and provide an agenda for a project kick-off meeting between Contractor and County project teams.
- (b) Provide a Data Migration Plan that describes the method for converting data from the current systems into the new Appian Case Management Solution environment. This plan must cover (1) thorough and effective data cleansing (in coordination with the OHA team), (2) conversion and (3) migration of all documents and data stored in the current Sharepoint database, as well as documents stored on OHA network file folders.
- (c) Draft a Requirements and Design document for review and approval by OHA using information gathered in meetings with and flowcharts provided by subject matter experts (SMEs). The document shall include data definitions, alerts, notification requirements and triggers, reporting requirements, integrations, and security requirements. The Requirements and Design document may be updated and/or revised as needed upon approval by OHA and the Contractor.
- (d) Develop and submit to OHA for review and approval, the Project Plan that ensures all functionality described in this SOW, Exhibit B, Exhibit C, section D of the Contractor's RFP-24-027BC-S Phase II Submittal Packet, and section 13D of the Contractor's RFP-24-027BC-S Attachment A Submittal Packet operates successfully. Components of the Project Plan shall include, but are not limited to: configuration and installation of the System in the County's network, tasks and subtasks, durations, project schedule, communication and reporting processes, dependencies, an explanation of work items, training plan, and project closeout activities.
- (e) Provide a proposed meeting schedule to OHA for approval.
- (f) Provide System requirements and recommendations to OHA.
- (g) Establish the project infrastructure, including tools and libraries.
- (h) Provide a change control plan, including procedures to identify needed changes, whether the requested change is in or out of scope, determining if there are additional costs, documenting changes, approving changes, and incorporating changes into the System development lifecycle.
- (i) Ensure the System provides access to all records and related documents, hearings, and exhibits in the event another software is implemented or the System reaches end of life
- (j) Provide an interface gap analysis to determine if the System is able to interface with existing County systems for intake, transfer, and return of information and files (AMANDA and Aumentum or other application used by the Assessor's Office to process appeals).

County Acceptance: Kick-off meeting has been completed, County has approved the Project Plan, Requirements and Design document, Data Migration Plan, proposed meeting schedule, and change control plan, software requirements and recommendations have been received, project infrastructure is complete, System interfaces with existing County systems.

Contractor Deliverables: Kickoff meeting and agenda, Requirements and Design document, Data Migration Plan, Project Plan and meeting schedule, and change control plan, System requirements, recommendations and interfaces.

Milestone 2 (Sprint 1): Case, Workflow, and Security Configuration

Activities: Contractor shall:

- (a) Provide OHA staff with user access to the System.
- (b) Lead process mapping and discussion.
- (c) Develop and configure the System per the specifications set forth in the Requirements and Design document.
- (d) Provide a dedicated implementation specialist to meet with Hearing Examiner, Boundary Review Board, and Board of Equalization teams each week to discuss specific needs on each Appian component, make configuration changes, and discuss testing feedback with the teams.
- (e) Provide case setup for the 3 functional areas of OHA:
 - Hearing Examiner (HE)
 - Boundary Review Board (BRB)
 - Board of Equalization (BOE)
- (f) Configure the System to include all functional requirements stated in Exhibit B Section II.
- (g) Install and configure the System in OHA's development, test, and production environments.
- (h) Work with OHA staff to configure Active Directory single sign-on to the servers using SAML.
- (i) Install all licensed software required by the System.
- (j) Provide at minimum monthly System demonstrations to OHA to obtain feedback.
- (k) Provide a configuration log which provides a list of all changes requested as part of weekly calls, and whether Contractor or OHA staff are responsible for the changes.

County Acceptance: County staff have access to the development, test and production environments, software has been installed, Exhibit B section II configuration is complete. System is verified to be configured in accordance with the specifications set forth in the Requirements and Design document.

Contractor Deliverables: Provide a dedicated implementation specialist, obtain remote access to the County's network, install required licensed software, complete Exhibit B section II configuration, deploy the System in the County's development, test and production environments.

Milestone 3 (Sprint 2): Milestone 2 User Testing, Feedback, and Adjustments

Activities: Contractor shall:

- (a) Test the System and remediate issues as necessary.
- (b) Provide an Issue Management plan to include:
 - a. Tracking project issues using a mutually agreed upon tracking system
 - b. All reported issues included in weekly project status reports
 - c. Issue tracking log with the description of issues, tracking numbers, and resolution date
- (c) Update the development and test environments in real time as the project progresses.
- (d) Coordinate with OHA staff to onboard users.
- (e) Conduct quality assurance testing as configuration and development of the System progresses.
- (f) Provide guidance to County staff who shall perform User Acceptance Testing (“UAT”) and address issues identified during UAT.
- (g) Ensure testing can begin as soon as the Contractor and OHA team begin making initial configuration changes and continue throughout the project in the test environment. This is necessary to verify the configurations and changes meet OHA needs throughout the project.
- (h) Perform regression testing to ensure that updates, upgrades, customizations or other releases to the System do not introduce defects or errors. Assist OHA in performing Dev/Test regression testing at a minimum when new code is loaded, when a configuration change occurs, when an interface is introduced to the System or modified.
- (i) Ensure OHA staff have 24/7 access to the development and test environments during implementation and can continue to use the development and test environments for testing and experimentation.
- (j) Provide additional resources to address any issues that may arise in a timely manner.

County Acceptance: Users have been onboarded and have 24/7 access to the development, test, and production environments, County understands UAT procedures, validation testing and regression testing has been conducted, County agrees the System is performing as expected, and OHA staff is ready for training and Go-live.

Contractor Deliverables: System that is tested for functionality and quality criteria, including regression testing, and is ready for promotion to the production environment. The Project Plan details how the developed System shall be promoted from the test to the production environment.

Milestone 4 (Sprint 3): External Portal Setup and Reports

Activities: Contractor shall:

- a. Ensure SMEs are able to perform administrative functions.

- b. Configure the System to include all functional requirements stated in Exhibit B Section III.
- c. Work with OHA staff to refine appearance and function of external portal per Exhibit B, Section III for each OHA line of work.
- d. Upon request by the County, Contractor shall coordinate documentation and review of Appian-conducted external automated penetration test of the external portal with no unresolved security issues identified for remediation.

County Acceptance: Exhibit B section III configuration is complete, SMEs are able to perform necessary administrative functions to support these requirements for external portal, reports, and service/notification. External users are able to perform section III filing and file review actions.

Contractor Deliverables: Perform Exhibit B section III configuration.

Milestone 5 (Sprint 4): Additional Configurations and Integrations

Activities: Contractor shall:

- (a) Configure the System to include all functional requirements stated in Exhibit B Section IV.
- (b) Ensure SMEs are able to complete all necessary Exhibit B Section IV actions to support scheduling, internal and external calendars, and document management.
- (c) Determine if the System is able to interface with existing County systems for intake, transfer, and return of information and files (AMANDA and Aumentum or other application used by the Assessor's Office to process appeals).
- (d) Develop and implement a records management strategy that includes the capture, retention, and disposal of records.

County Acceptance: Exhibit B section IV configuration is complete, System is integrated with existing County systems. Users are able to complete tasks to support these functionalities.

Contractor Deliverables: Perform Exhibit B section IV configuration, complete necessary integrations.

Milestone 6 (Sprint 5): Final User Testing, Feedback, and Adjustments

Activities: Contractor shall:

- (a) Complete final testing of the System and remediate issues as necessary.
- (b) Finalize the development and test environments in real time.
- (c) Conduct final quality assurance testing and ensure system is running on a fully patched and secured environment.

- (d) Provide guidance to County staff who perform User Acceptance Testing (“UAT”) and address any remaining issues identified during UAT.
- (e) Perform final regression testing to ensure that updates, upgrades, customizations or other releases to the System do not introduce defects or errors. Assist OHA staff in performing regression testing at a minimum when new code is loaded, when a configuration change occurs, when an interface is introduced to the System or modified. Provide documentation of testing process to County.
- (f) Provide Contractor staff time necessary to resolve any defects or issues that are identified during testing to ensure final UAT is complete and system is ready for production.

County Acceptance: County conducted final validation testing and regression testing and agrees the System is performing as expected based upon the requirements defined in Exhibit B, OHA staff is ready for training and Go-live.

Contractor Deliverables: All System testing of functionality, including regression testing, has been completed and is ready for promotion to the production environment. The Project Plan details how the developed System shall be promoted from the test to the production environment.

Milestone 7 (Sprint 6): Migration of Historic Decisions / Cases

Activities: Contractor shall:

- (a) Assist OHA staff in the initial migration setup and deployment.
- (b) Configure the System to include all functional requirements stated in Exhibit B Section V.
- (c) Contractor has conducted data validation with OHA to ensure integrity of data.
- (d) Work with subject matter expert(s) to understand the data model of the current system including relationships and the available export formats of the legacy data.
- (e) Perform a data extraction, prepare a complete data dictionary, document entity relationships, and determine what, if any, necessary transformations are required.
- (f) Interview OHA team about current issues related to data integrity, duplication, and any other concerns.
- (g) At a minimum, perform 2-3 data migrations and 2-3 validations from source systems to Appian Case Management Solution environment to ensure a successful migration before Go-live.

County Acceptance: OHA’s historic decisions and cases have been successfully migrated and validated and are fully accessible to OHA staff, Exhibit B section V configuration is complete.

Contractor Deliverables: Perform Exhibit B section V configuration, assist OHA staff with migration setup and deployment, perform data extraction and prepare a complete data dictionary, perform data migrations and validations from source systems to Appian.

Milestone 8 (Sprint 7): Training

Activities: Contractor shall:

- (a) Provide a train-the-trainer approach to train users and administrators on the developed System including:
 - Hands-on training for administrators consisting of small group trainings in which OHA staff learn how to create and update configurations and fully operate and administer the System.
- (b) Schedule and conduct additional training sessions as needed within the training plan.
- (c) Provide up to six (6) one-hour training sessions to OHA staff, record each session, and provide recording to OHA staff.
- (d) Create and provide process/guide documents; this does not include workflow instructions.

County Acceptance: Users and administrators are trained and can successfully configure, operate and administer the System, training materials have been received.

Contractor Deliverables: Hands-on training to OHA staff, training materials including recordings of each training session.

Milestone 9 (Sprint 8): Knowledge Transfer and Production Turnover

Activities: Contractor shall:

- (a) Transfer knowledge including: System architecture, System administration, internal user administration, troubleshooting, and best practices to OHA staff.
- (b) Transfer day-to-day System maintenance to County.
- (c) Introduce methods for accessing support services.
- (d) Create and provide a System operations manual to the County that includes System requirements and implementation.

County Acceptance: County staff has received sufficient knowledge transfer from Contractor in order to successfully operate and maintain the System. System has been deployed to the County's production environment and any issues have been resolved. County staff understand how to access System support services. County has received and understands information provided in System operations manual.

Contractor Deliverables: Knowledge transfer to OHA staff, transfer routine System maintenance to County, advise County on accessing support services, System Operations manual.

Milestone 10 (Sprint 9): Post-Production Support by Contractor (Hypercare)

Activities: Contractor shall:

- (a) Perform post-deployment support activities.
- (b) Provide guidance to County staff on monitoring and documenting issues that may arise.
- (c) Coordinate with County administrators no less than weekly for 30 days after Go-live to help diagnose and resolve identified issues.
- (d) Lead calls with OHA staff no less than weekly for 30 days after Go-live to focus on any site refinements.

County Acceptance: The System is functioning as expected and any issues have been diagnosed and addressed. OHA provides written Final Acceptance acknowledging that the Contractor has performed the entire scope of work.

Contractor Deliverables: Guidance to County staff regarding monitoring and documenting issues that may arise, assist County staff to diagnose and resolve issues, conduct calls as needed with County staff. Upon completion of Hypercare services, transition County to Appian support.

3. CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor to provide:

- (a) Kick-off meeting and agenda, and timeline with an estimated date of each Go-live.
- (b) A primary point of contact to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
- (c) 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.
- (d) Login credentials, configuration settings review, security configuration review.
- (e) Software requirements and recommendations.
- (f) Three (3) cloud environments: development, test, and production
- (g) The following documents to the County for review and approval by OHA:
 - a. Project Plan and timeline
 - b. Requirements and Design document
 - c. Change control plan
 - d. Issue management plan
 - e. System operations manual that includes System requirements and implementation

3.2 Contractor Tasks and Responsibilities:

- (a) Coordinate and schedule project kick-off meeting.
- (b) Oversee development and submittal to OHA of the Project Plan that ensures all functionality described in this SOW, Exhibit B, Exhibit C, section D of the Contractor's

RFP-24-027BC-S Phase II Submittal Packet, and section 13D of the Contractor's RFP-24-027BC-S Attachment A Submittal Packet operates successfully. Components of the Project Plan shall include, but are not limited to: tasks and subtasks, durations, project schedule, communication and reporting processes, dependencies, an explanation of work items, training plan, and project closeout activities.

- (c) Manage work activities.
- (d) Ensure adherence to the project scope, schedule and budget.
- (e) 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.
- (f) Provide best practices and recommendations for County process improvements within the System during implementation.
- (g) Coordinate project communications.
- (h) Monitor and report project activities, including recurrent status reports and regular check-ins with the County's Project Manager.
- (i) Schedule and facilitate recurrent issue tracking updates.
- (j) Be available for status calls as requested by County.
- (k) Conduct workshops and interviews with the project executive sponsor, IT administrators, and subject matter experts as needed to confirm requirements.
- (l) Coordinate Contractor's resources, work sessions, and training
- (m) Install the application Software and database(s) in OHA's development, test and production environments.
- (n) Configure the System per the specifications set forth in, this SOW and Exhibit B Exhibit C, section D of the Contractor's RFP-24-027BC-S Phase II Submittal Packet, and section 13D of the Contractor's RFP-24-027BC-S Attachment A Submittal Packet.
- (o) Coordinate with Appian to ensure County access to environments is as provided for in Exhibit C and the Agreement.
- (p) Train County management to i) set different access levels in the System for employees and management staff, ii) create checklists and workflows, iii) extract data, iv) turn functions on/off without needing approval/action from the Contractor.
- (q) Provide the ability for authorized County users to maintain the System through updating configuration items such as users and documents in a manner that is readily accomplished without County IT or Contractor assistance.
- (r) Guide County staff through the entire implementation and configuration of the System.
- (s) Manage and plan work activities including:
 - System design and installation;
 - System configuration;
 - migration;
 - testing and quality assurance;
 - administrator and end-user training; and
 - Go-live support
- (t) Train County staff on how to perform User Acceptance Testing ("UAT") and address issues identified during UAT.

- (u) Address production-specific issues that occur.
- (v) Train County staff on how to monitor and document issues that may arise.
- (w) Coordinate with County administrators for 30 days after Go-live to help diagnose and resolve identified issues.
- (x) Demonstrate and explain how OHA staff may access support services.
- (y) Provide project status reports that summarize completed activities, planned activities, project related issues that impact scope, budget, and timing.
- (z) Identify and mitigate any risk to deliverables and timeline through discussion and agreement with the County.
- (aa) Address Software specific issues that occur.
- (bb) Assist OHA with System validation and testing.
- (cc) Address any remaining questions, concerns or additional issues.
- (dd) Track and cure any reported defects during the 90-day post Go-live period. This task will be considered complete after 90 consecutive days of post Go-live operation without any new defects.
- (ee) Perform all additional tasks required to achieve the results specified herein.
Complete all deliverables as defined in this SOW.

3.3 GxP Project Assumptions

- (a) County will identify a Project Owner and Project Manager who have ultimate responsibility for ensuring project timelines are met.
- (b) County staff will be available and responsive in accordance with the mutually agreed to sprint plan.
- (c) User testing and review will be performed in accordance with the mutually agreed to sprint plan.
- (d) The list of all required reports is included in Attachment 9 to the SOW and will be reviewed by the County and Contractor in Sprint 0; Contractor will provide assistance to OHA staff in configuring report fields and data to produce the required reports.
- (e) Samples of all correspondence templates (letters, notices, and emails) will be provided by County in Sprint 0.
- (f) All business logic relating to internal service level agreements (i.e. task deadlines), notifications, and escalations will be provided by County in Sprint 0.
- (g) Historical data and documents required for migration will be organized and made available by the County prior to scheduled migration.
- (h) GxP Partners will attempt to integrate with the County's internal AMANDA and Aumentum systems as defined in the RFP. Integration documentation and system owners will be available during Sprint 0. If integrations are not logically possible or require a great deal of complexity, the level of effort will be determined and accounted for in a separate SOW or change order.
- (i) Third-party system integrations are fully dependent upon existing API availability and functionality for each respective system. GxP Partners is not responsible for creating, modifying, or extending APIs for third-party systems.

- (j) GxP Partners and County's team reserve the right to adjust the proposed Project Sprint plan based on architectural findings throughout the project, requirement findings throughout the project, and priority changes throughout the project.
- (k) Any functionality not defined in the deliverables or new requirements that come up during testing will need to be examined as to level of effort and a change request implemented.
- (l) QA and PROD application setup and migration support. GxP Partners will not have access to QA or Production. GxP Partners will teach the County's Technical resources and show them exactly what needs to be done and how to do it. GxP Partners will also work with the County's Technical Resources to document the migration process and will be available to assist in the initial setup and deployment. The County is responsible for maintaining the documentation and executing the migrations into the higher environments with support from GxP Partners as needed.
- (m) Only the English Language support is in scope and English will be used for all application interfaces, communications (emails) and reports.
- (n) GxP Partners costs are based on the functionality set forth in this SOW and Exhibit B, Exhibit C, section D of the Contractor's RFP-24-027BC-S Phase II Submittal Packet, and section 13D of the Contractor's RFP-24-027BC-S Attachment A Submittal Packet. Additional functionality outside those parameters are considered out of scope and subject to change request. Our services include the following:
 - a. Setup of 3 cloud environments (Dev, Test, and Production)
 - b. Data design and security configurations
 - c. Case Setup for the 3 areas:
 - Hearing Examiner (HE)
 - Boundary Review Board (BRB)
 - Board of Equalization (BOE)
 - d. External portal setup
 - e. Alerts, notifications requirements and triggers setup
 - f. Integrations
 - g. Data migration
 - h. Reporting
 - i. Training (Train the trainer)
 - j. Production rollout
 - k. Post-production support (Hyper Care)

4. COUNTY RESPONSIBILITIES

4.1 Complete obligations

A complete list of County's obligations under this SOW is set forth below. All other work, resources, staff, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

4.2 County Shall Provide:

- (a) The following County staff:
 - a. Project Sponsor
 - b. Single point of contact from County to act as Project Manager (“SCPM”) and work with Contractor’s Project Manager (“CPM”), or other designated representative.
 - c. IT resources (architecture / integrations / authentication / VPN configuration if needed for integrations)
 - d. Subject Matter Experts (SMEs) from each of the three areas, BRB, BOE, and HE, to help finalize requirements, configure cases, workflows, and other requirements defined in County’s documented requirements.
 - e. End user testers
- (b) As part of Milestone 1, County shall provide the following to Contractor:
 - a. List of all identified RFP reports
 - b. Samples of all correspondence templates (letters, notices, and emails) as described in Attachments 2, 3, 4, 5, 6, 7, and 8.
 - c. All business logic relating to internal service level agreements (i.e. task deadlines), notifications, and escalations
 - d. Integration documentation
- (c) Historical data and documents required for migration shall be made available to Contractor prior to scheduled migration.

4.3 County Tasks and Responsibilities:

- (a) Review and provide written approval of the Project Plan and timeline, Requirements and Design document, Data Migration Plan, change control plan, and issue management plan provided by Contractor.
- (b) Provide documentation to Contractor as to business processes, procedures and legacy system functions to completely and accurately document business processes.
- (c) Complete System testing in accordance with approved test plan.
- (d) Review and provide written approval of each Milestone Acceptance Form submitted by Contractor.

5. PROJECT MANAGEMENT

Snohomish County project management best practices shall be observed, including County change control procedures and weekly project status update meetings attended by Contractor and OHA staff. The County Project Manager and the Contractor shall negotiate the Acceptance level of project management oversight at the Kickoff Meeting.

6. PROJECT COMPLETION CRITERIA

Upon completion of each milestone, Contractor shall submit a Milestone Acceptance Form – Attachment 1 to the County for review and approval. If County is not in agreement that a milestone has been completed, they shall notify the Contractor in writing within (ten) 10

business days. Contractor shall have ten (10) business days to resolve the concern(s). If County receives a Milestone Acceptance Form from the Contractor and does not respond or provide approval within ten (10) business days, the milestone shall be deemed accepted.

Final Acceptance by the County shall occur after the full System supplied by the Contractor (including all hardware, Software, custom configurations, training, and support agreements) has been installed or delivered to the County, is fully functional without Defect for a period of thirty (30) consecutive business days and, is proven to be satisfactory to the project sponsor. 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 testing (at the discretion of the County).

7. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County shall be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, any acceptance of such changes shall require a written contract amendment approved by both parties.

8. MILESTONES

Contractor shall meet all the following milestones and timelines as specified in this SOW.

Week	Milestone	Milestone Description
Week 1-2	1	Configuration of County's authentication services (e.g. Office 365 Active Directory/SAML), Requirements Finalization: Data Definition, Notification Requirements and Triggers, Reporting Requirements, Integrations, and Security Requirements
Week 3-4	2	Case, Workflow, and Security Configuration
Week 5	3	User Testing, Feedback, and Adjustments

Week 6-7	4	External Portal Setup, and Reports
Week 8-9	5	Additional Configurations, and Integrations
Week 10	6	User Testing, Feedback, and Adjustments
Week 11	7	Migration of historic decisions / cases
Week 12	8	Training – train the trainer on System operation and configuration
Week 13	9	Knowledge Transfer and Production Turnover
Week 14-17	10	Post-production Support Hypercare (4 weeks) estimated 8 hrs. per week as needed

9. FEES

Invoices may be initiated by Contractor upon signature approval of a Milestone Acceptance Form – Attachment 1, by an authorized representative from Snohomish County for each milestone. Contractor shall be paid for the work Accepted by County as specified in the tables below (amounts shown are before applicable Washington state sales tax is added):

Table 1 – Year 1 Fixed Fees

Item	Invoicing	Cost
Test Environment		\$0.00
Milestone 1	Invoice Net 30 days From Milestone 1 Acceptance Date	\$11,600.00
Milestone 2	Invoice Net 30 days From Milestone 2 Acceptance Date	\$23,200.00
Milestone 3	Invoice Net 30 days From Milestone 3 Acceptance Date	\$5,400.00
Milestone 4	Invoice Net 30 days From Milestone 4 Acceptance Date	\$17,000.00
Milestone 5	Invoice Net 30 days From Milestone 5 Acceptance Date	\$17,000.00
Milestone 6	Invoice Net 30 days From Milestone 6 Acceptance Date	\$5,400.00
Milestone 7	Invoice Net 30 days From Milestone 7 Acceptance Date	\$5,400.00
Milestone 8	Invoice Net 30 days From Milestone 8 Acceptance Date	\$5,400.00
Milestone 9	Invoice Net 30 days From Milestone 9 Acceptance Date	\$8,500.00
Milestone 10	Invoice Net 30 days From Milestone 10 Acceptance Date	\$4,320.00
Core Software	Invoice Net 30 days From Initial Order Placement Date	\$33,850.00
Maintenance & Support	Invoice Net 30 days From Initial Order Placement Date	\$4,062.00
Hosting Fees Setup	Invoice Net 30 days From Initial Order Placement Date	\$4,500.00
Total Year 1 Fixed Fees		\$145,632.00

Table 2 – Annual Essential Service Level Maintenance & Support Fees (plus applicable sales tax)

Item Description	Year 2	Year 3	Year 4	Year 5
Annual Maintenance & Support Subscription	\$37,912	\$37,912	\$37,912	\$37,912
<ul style="list-style-type: none"> Annual fee is based on 27 authenticated users and unlimited unauthenticated portal users Annual fee for years 2 through 5 shall be invoiced a minimum of 30 days prior to annual anniversary of Initial Order Date 				

Table 3 – Additional Storage Fees

Contractor shall provide the following initial Appian data storage thresholds to the County:

- XL Production Cloud Instance with 4 vCPUs, 32GB of Memory, and 200GB of Storage
- Large Cloud Instances (1 for Test and 1 for Dev) each with 2 vCPUs, 16GB of Memory, and 75GB of Storage

Item Description	Cost
Additional Appian Data Storage for Each Additional 100GB	\$1,500.00 per year
Additional storage fees shall be invoiced in arrears and shall not exceed a total of \$15,000 for years 1 through 5	

Table 4 – Ad Hoc Professional Services Billable in Increments

Item Description	Invoicing	Cost
Ad Hoc Professional Services Assistance by Contractor Case Designer	Invoiced monthly as services are rendered	\$135.00 per hour
Ad Hoc Professional Services Assistance by Contractor Project Lead	Invoiced monthly as services are rendered	\$155.00 per hour

In the event additional hourly professional services are needed, County shall provide a written work order request for services to Contractor, who shall provide an estimate of hours needed and the cost to accomplish the additional work. Upon receipt of County purchase order, Contractor shall be authorized to provide additional work as agreed.

10. PROJECT MANAGERS

Contractor shall provide contact information for their team members prior to project kick-off.

County Project Manager (“SCPM”)		Customer Success Project/Program Manager (“CSPM”)	
Name:	Terrence Broadus, Business Application Analyst 5	Name:	
Address:	Office of Operational Excellence 3000 Rockefeller Ave Everett, WA 98201	Address:	
Phone:	(425) 388-3837	Phone:	
Email:	Terrence.broadus@snoco.org	Email:	
County Project Sponsor (“SCPS”)		Contractor Project Manager (“CPM”)	
Name:	Peter Camp, Hearing Examiner	Name:	
Address:	Office of Hearings Administration 3000 Rockefeller Ave Everett, WA 98201	Address:	
Phone:	(425) 388-3123	Phone:	
Email:	Peter.camp@snoco.org	Email:	
County Subject Matter Expert (“SCSME”)		Contractor Case Management Designer (“CCMD”)	
Name:	Sonya Kraski, Administrative Specialist	Name:	
Address:	Office of Hearings Administration 3000 Rockefeller Ave	Address:	

	Everett, WA 98201		
Phone:	(425) 388-3445	Phone:	
Email:	Sonya.kraski@snoco.org	Email:	
County Subject Matter Expert (“SCSME”)		Contractor Case Management Designer (“CCMD”)	
Name:	Allegra Clarkson, Administrative Hearings Clerk	Name:	
Address:	Office of Hearings Administration 3000 Rockefeller Ave Everett, WA 98201	Address:	
Phone:	(425) 388-3538	Phone:	
Email:	Allegra.clarkson@snoco.org	Email:	
County Subject Matter Expert (“SCSME”)		Contractor Case Management Designer (“CCMD”)	
Name:	Sarah Smith, Administrative Hearings Clerk	Name:	
Address:	Office of Hearings Administration 3000 Rockefeller Ave Everett, WA 98201	Address:	
Phone:	(425) 388-3538	Phone:	
Email:	Sarah.smith@snoco.org	Email:	
IT Subject Matter Expert (“ITSME”)		Contractor Case Management Designer (“CCMD”)	
Name:	Ciara Bertulfo, Systems Administrator 5	Name:	
Address:	Information Technology 3000 Rockefeller Ave Everett, WA 98201	Address:	
Phone:	(425) 312-0682	Phone:	
Email:	Ciara.bertulfo@snoco.org	Email:	

Escalation Path

Snohomish County:

Peter Camp, Hearing Examiner, (425) 388-3123, Peter.camp@snoco.org

GxP Partners, LLC:

David Smith, CTO, (425) 378-3273, dsmith@gxppartners.com

11. SECURITY REQUIREMENTS

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County shall create a Contractor access account, as needed that shall only be used in accordance with County’s security and access requirements. Server access shall be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

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.

CJIS. Contractor shall comply with the Criminal Justice Information Services (CJIS) Security Policy of the U.S. Federal Bureau of Investigation (FBI) and sign CJIS security agreements, including allowing or performing any required employee background checks according to the CJIS policy, and completing online CJIS training and certification. Contractor shall ensure that all staff working with the County are CJIS certified.

12. 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.

13. SAML 2.0 COMPLIANCE

The SAML certificates will be County configurable and maintainable within the system. The Contractor shall provide the County with written instructions to generate, apply, and update the County's SAML Certificates. If County requires Contractor's assistance, County shall provide Contractor with a minimum of 30 days advance notice of a token-signing certificate expiration. Contractor shall assist County no less than 48 hours prior to the scheduled change to ensure County compliance with SAML 2.0 for end user authentication and uninterrupted access to the Software during the term of this Agreement. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

Contractor Contact for Certificate Coordination:

David Smith, CTO
215-378-3273
dsmith@gxppartners.com

County Contact for Certificate Coordination:

Todd Ryden
425-388-3867
ADFS-support@co.snohomish.wa.us (preferred)

14. SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Installation, Configuration & Integration Services

When the Contractor provides installation, configuration or integration services for equipment and software pursuant to this contract, the Contractor shall not install, configure or integrate the equipment and software in a way that reduces the level of conformance with the applicable Revised 508 Standards.

Maintenance Upgrades & Replacements

The Contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this contract do not reduce the original level of conformance with the applicable Revised 508 Standards at the time of contract award.

Conformance Reporting

Before acceptance, the Contractor shall provide an **Accessibility Conformance Report (ACR)** for each Information and Communication Technology (ICT) item that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the latest version of the [Voluntary Product Accessibility Template \(VPAT™\)](#) provided by the [Industry Technology Industry Council \(ITIC\)](#). To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before acceptance, when the Contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a **Supplemental Accessibility Conformance Report (SAR)** that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.
- Before final acceptance, the contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the agency's accessibility

requirements. The demonstration shall expose where such conformance is and is not achieved.

Before acceptance, the agency reserves the right to perform independent testing to validate that the ICT solution provided by the contractor conforms to the applicable Revised 508 Standards.

15. SITES AND LOCATIONS

All work shall be conducted remotely.

16. ATTACHMENT(S)

- Attachment 1 – Milestone Acceptance Form
- Attachment 2 – Snohomish_CMS_CaseTypes DataDictionary_OHA_Edits
- Attachment 3 – HE Flowcharts
- Attachment 4 – HE Sample Templates
- Attachment 5 – BOE Flowcharts
- Attachment 6 – BOE Sample Templates
- Attachment 7 – BRB Flowchart
- Attachment 8 – BRB Sample Templates
- Attachment 9 – OHA List of CMS Reports
- Attachment 10 – Case Management Project Plan

Attachment 1

Milestone Acceptance Form Sample

Payment Milestone	Milestone 1
Milestone Description	Configuration of County's authentication services (e.g. Office 365 Active Directory/SAML), Requirements Finalization: Data Definition, SLA / Notification Requirements, Reporting Requirements, Integrations, and Security Requirements
Payment Amount	\$11,600

The above project milestone has been achieved. The associated deliverables have been completed, delivered, and approved.

The undersigned has confirmed that the milestone has been completed in accordance with the Statement of Work signed _____

Authorization

Snohomish County accepts that GxP Partners, LLC has delivered the products and/or services required to satisfy the Acceptance criteria for the above noted Payment Milestone in accordance with the Statement of Work and related contract.

Snohomish County

GxP Partners, LLC

Name

Name

Title

Title

Signature

Signature

Date

Date

This is the Office of Hearings Administration's best pre-development estimation of data fields and workflow tasks as of 2/14/2025.
This document should not be construed as a final, precise guide to a future Case Management System build.

1. Case List

Case Adjudicator	Case Originating Dept	Case Initiator	Case Type	Additional Data Points Collected beyond Global Data Points
Hearing Examiner	PDS	PDS	Land Use Application, Type 2 (linked to full process sheet)	Case Specific HE Type 2
Hearing Examiner	PDS	Appellant	*Appeal: Land Use Appeal of PDS Decision, Type 1 (includes SEPA)	Case Specific HE Appeal
Hearing Examiner	Code Enforcement (PDS)	Appellant	*Appeal: Contested Citation or Appeal of Notice of Violation (NOV)	Case Specific HE Appeal
Hearing Examiner	Auditor, Animal Services	Appellant	*Appeal of NOV or other Auditor determination	Case Specific HE Appeal
Hearing Examiner	Auditor, Business Licensing	Appellant	*Appeal of Business License Revocation	Case Specific HE Appeal
Hearing Examiner	Auditor, Business Licensing	Appellant	*Franchise Dispute resolution	Case Specific HE Appeal
Hearing Examiner	Solid Waste	Appellant	*Appeal: Contested Citation or Appeal of Notice of Violation (NOV)	Case Specific HE Appeal
Hearing Examiner	Health Department	Appellant	*Appeal: Contested Citation or Appeal of Notice of Violation (NOV)	Case Specific HE Appeal
* case specific HE Appeals are consolidated as one process in Case Specific HE Appeal Tab				
Board of Equalization	Assessor	Appellant	Residential Assessment Appeal	Case Specific BOE
Board of Equalization	Assessor	Appellant	Commercial Assessment Appeal	
Board of Equalization	Assessor	Appellant	Personal Property Assessment Appeal	
Board of Equalization	Assessor	Appellant	Current Use Value Appeal	
Board of Equalization	Assessor	Appellant	Senior Exemption Denial or Removal Appeal	
Board of Equalization	Assessor	Appellant	Forest Program/Open Space Denial or Removal Appeal	
Board of Equalization	Assessor	Assessor	Assessor Reconvene Request	
Board of Equalization	Assessor	Assessor or Appellant	Request for Reconvening	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: 60% method **	Case Specific BRB
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Interlocal Agreement (ILA) **	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Election	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Resolution	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Alternative Petition Annexation	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Municipal Purposes	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Unincorporated Islands	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Unincorporated Island - ILA	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: ILA of Area served by Fire District	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Annexation: Federally Owned Areas	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	City Boundary Line Adjustment	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Merger	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Incorporation	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Dissolution	
Boundary Review Board	External (Not County Depts)	Jurisdiction*	Assumption	
* Jurisdiction: Originating entity such as Municipality or Special Purpose District (Fire District, Sewer District, Water District, etc.) for different types of annexations, mergers, etc.				
** Most common type of Annexations (BRB matters)				

2. Global Datapoints

NOTE: Everything on this page will live across all lines within the new CMS.

Case Summary Section							Grey indicates not needed
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple	Notification and Trigger Requirements
Case Input Person:	Case Summary	AC (Initials of Staff Member (if necessary and not easily accessible elsewhere))	Text	255	Auto Populates Based on who Performs CMS Case Setup		
Initiator Type:	Case Summary	Clerk	Text	255	User Lookup Field Based on User Credentials		
Initiated On:	Case Summary	1/1/2025 3:25:34 PM PDT	Date/Time		Date/Time CMS Case was submitted		
Case ID:	Case Summary	23435			Auto populated by System		
Case Source:	Case Summary	PDS	Text	255	Lookup Field (Include Other for Type-in)		
Case Source Person:	Case Summary	Jennifer Lenz			Entity Link		
CMS Assigned Department:	Case Summary	Hearing Examiner	Text	255	Lookup Field/Dropdown BOE HE BRB		
Case Status:	Case Summary	Under Review	Text	25	Filed, Under Review, Scheduled, Decision Pending, Appeal, Complete (Case Name Received from non-BOE/HE Department)		Y - new workflow could be triggered by changed status, or status could be changed based on selected "case event type" "case event date" below
Original Case Name:	Case Summary	24-102335 PSD/SPA/REZO	Text	25	Auto Populates by system based on a configured Naming Standard (i.e. CMS Assigned Dept, CASE ID, original case name OR Manual Entry Option by Clerk optional)		
CMS Case Name:	Case Summary Header	HE 23435_24-102335 PSD/SPA/REZO	Text	500			
Case Description:	Case Summary	Long Text	Text	5000			

Team Notes

**Data fields can be hijacked - label can be movable depending on case types. Criteria: same type of data inputs - can be dynamic based on case type. Needs to be mapped for reporting purposes (and to build, obv)

Only clerk will enter/accept cases, so this field isn't needed

PDS, PDS-CE, AUD, SWM, SHD, Entities will be different for each: HE, BOE, BRB

Different statuses available within BOE/BRB/HE. Eg.: BOE: In Progress, Incomplete, New Assr Plea, Ready to Sched, Sched, Postponed, Pending Decision, Completed, Appealed to BTA, Voided, Sustained, Accepted, Adjusted HE: In Progress, Ready to Sched, Sched, Withdrawn, Settled, Pending Decision, Reopened, How Decided, In Recon/Appeal Period, Reconsideration Req, Appealed to Superior Court, Appealed to Council, Voided, Remanded BRB: In-Progress, Pre-Review, Filed-45day Review, Deemed Approved, Jurisdiction Invoked, Scheduled,

BOE won't have original case name Each line (HE, BOE, BRB) should have different naming standard, if possible. Suggested for BOE: Case ID-AssessmentYearCaseType

File Name:	Attachments	CMSCaseName_DocType_Date_Upl oadedFileName	Text	255	auto populates based on uploaded file name
Document Type:	Attachments	Motion	Text	50	Configurable Dropdown
Uploaded By:	Attachments	John Doe	Text	255	Auto populated based on Uploader
Uploader Role:	Attachments	Appellant, County Staff, Public	Text	25	Lookup Field (Include Other for Type-in)
Uploaded On:	Attachments	2/1/2025 3:25:34 PM PDT	Date/Time		Auto populated based on Uploaded Date/Time

Uploader select Self Role at
upload. May not be needed if
uploader logs in, is mapped as an

Case Events						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Prehearing Conference Date:	Case Events	7/8/2024 5:30 PM PDT	Date/Time			
Hearing Notice/Scheduling Order Issued	Case Events	7/8/2024	Date			
Evidence Submittal Deadline On:	Case Events	7/8/2024	Date			
Hearing Date:	Case Events	7/8/2024 5:30 PM PDT	Date/Time			
Hearing Duration:	Case Events	45	Minutes			
Hearing Disposition (Decision)	Case Events	Denied	Text	255		
Reconsideration	Case Events	Yes	Text	255		
Reconsideration Outcome	Case Events	Upheld	Text	255		
Appealed?	Case Events	Yes	Boolean		True/False	
Appeal Venue	Case Events	Superior Court	Text	255	WSBTA, Council, Superior Court	
Appeal Disposition	Case Events	Appeal Denied	Text	2500	Appeal Affirmed, Appeal Denied,	
Appeal Hearing Date	Case Events	7/8/2024 5:30 PM EDT	Date/Time			
Case Event type	Case Events	Prehearing Conference:	Date		dependent on assigned dept and case type; n+1 fields available	
Case Event date	Case Events	7/8/2024 5:30 PM EDT	Date/Time			
Case Event note	Case Events	Aud number, tickler info	Text	25	optional note as reminder	

Some of these tracked Case Events
may also populate within the Case

Greyed items logged instead as
Case statuses. See 15B

BOE: Deemed complete for filing
(date), stipulated on (date),
Withdrawn on (date), Postponed on
(date),
HE:

Y - if filed filled in, may change
case status, trigger review
notification

3. Case-Specific BOE

specific mappable items that can't be adequately addressed in global datapoints

SAMPLE OF CURRENT DATA LINKED HERE *

Case Summary Section							Salmon indicates BOE-custom
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple	Grey indicates not needed
							Notification and Trigger Requirements
Case Input Person:	Case Summary	SS (Initials of Staff Member (if necessary and not easily accessible elsewhere))	Text	255	Auto Populates Based on who Performs CMS Case Setup		Entity Roles: Assessor, Taxpayer, etc. See Entities below (70C) Summary should include contact person's contact info. This Entity could be Owner, Taxpayer, Representative
Initiator Type:	Case Summary	clerk	Text	255	User Lookup Field Based on User Credentials		
Initiated On:	Case Summary	1/1/2025 3:25:34 PM PDT	Date/Time		Date/Time CMS Case was initiated by Case Input Person		
Case ID:	Case Summary	23435			Auto populated by System		
Case Source:	Case Summary	Appellant	Text	255	Lookup Field (Include Other for Type-in)		
Case Source Person:	Case Summary		Text	255	Entity link (Appellant) Lookup Field		BOE Dates/Statuses: In Progress, Incomplete, New Assr Plea, Ready to Sched, Sched, Postponed, Pending Decision, Withdrawn, Stipulated, Completed-Sustained, Completed-Adjusted, Completed-Accepted, Appealed to BTA, Voided. No BOE original case name Each line (HE, BOE, BRB) should have different naming standard, if possible. Suggested for BOE: Case ID- AssessmentYearCase Type No case description needed See Case List
CMS Assigned Department:	Case Summary	Board of Equalization	Text	255	Lookup Field		
Case Status:	Case Summary	Under Review	Text	25			
Original Case Name:	Case Summary	n/a					
CMS Case Name:	Case Summary	5067-24R	Text	500	Auto Populates by system based on a configured Naming Standard (i.e. CMS Assigned Dept_ CASE ID_ original case name OR Manual Entry Option by Clerk		
Case Description:	Case Summary	Long Text	Text	5000	optional		Y - new workflow could be triggered by changed status, or status could be changed based on selected "case event type" "case event date" below
Case Type:	Case Summary	Appeal	Text	255	Case Type Lookup Field Based on Ruling Department		
Matter Type:	Case Summary	Valuation vs non-valuation	Text	255	Matter Type Lookup based on Case Type		
Sub Type:	Case Summary	R, E, P, A, C	Text	255	Sub Type Lookup Field based on Matter Type		
Priority:	Case Summary	TRUE	Boolean	25	True/False		
Date Submitted:	Case Summary	1/2/2025 3:25:34 PM PDT	Date/Time				Y - If checked, then timed notifications based on case, matter, or sub type
45 Day Review Period Ends On:	Case Summary	03/01/2025	Date				
Public Comment Submission Due On:	Case Summary	02/20/2025	Date				
Public Notifications Due On:	Case Summary	02/05/2025	Date				
Public Notifications Submitted Pre-Hearing Motions Filed:	Case Summary	TRUE	Boolean		True / False (Motions will be filed as Case Document)		
Case Notes	Case Detail	Long Text	Text	5000	optional		for all appeals
Situs Address	Case Detail	3000 Rockefeller Ave., Everett WA 98201	Address	255			
Parcel number	Case Summary	12345612345612	Number		14-digit number (real property) or 7 digit number (personal property)		

Notice Value Land - Real Property	Case Detail	\$100,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
Notice Value Improvements - Real Property	Case Detail	\$100,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
Notice Value Total - Real Property	Case Detail	\$200,000		currency	25	total is additive of land and improvements		real property	for value appeals - not needed if Matter Type is non-value
Petitioned Value Land - Real Property	Case Detail	\$25,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
Petitioned Value Improvements	Case Detail	\$25,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
Petitioned Value Land Total - Real Property	Case Detail	\$50,000		currency	25	total is additive of land and improvements		real property	for value appeals - not needed if Matter Type is non-value
Assessor's Answer Value Land - Real Property	Case Detail	\$75,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
Assessor's Answer Value Improvements	Case Detail	\$75,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
Assessor's Answer Value Total - Real Property	Case Detail	\$150,000		currency	25	total is additive of land and improvements		real property	for value appeals - not needed if Matter Type is non-value
BOE Final Value Land - Real Property	Case Detail	\$80,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
BOE Final Value Improvement - Real Property	Case Detail	\$80,000		currency	25			real property	for value appeals - not needed if Matter Type is non-value
BOE Final Value Total - Real Property	Case Detail	\$160,000		currency	25	total is additive of land and improvements		real property	for value appeals - not needed if Matter Type is non-value
Current Use?	Case Detail	TRUE		Boolean	25	True/False			Appear
Notice Value Land - Current Use	Case Detail	\$100,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
Notice Value Improvements - Current Use	Case Detail	\$100,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
Notice Value Total - Current Use	Case Detail	\$200,000		currency	25	total is additive of land and improvements		Current Use	for value appeals - not needed if Matter Type is non-value
Petitioned Value Land - Current Use	Case Detail	\$25,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
Petitioned Value Improvements	Case Detail	\$25,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
Petitioned Value Land Total - Current Use	Case Detail	\$50,000		currency	25	total is additive of land and improvements		Current Use	for value appeals - not needed if Matter Type is non-value
Assessor's Answer Value Land - Current Use	Case Detail	\$75,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
Assessor's Answer Value Improvements	Case Detail	\$75,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
Assessor's Answer Value Total - Current Use	Case Detail	\$150,000		currency	25	total is additive of land and improvements		Current Use	for value appeals - not needed if Matter Type is non-value
BOE Final Value Land - Current Use	Case Detail	\$80,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
BOE Final Value Improvement - Current Use	Case Detail	\$80,000		currency	25			Current Use	for value appeals - not needed if Matter Type is non-value
BOE Final Value Total - Current Use	Case Detail	\$160,000		currency	25	total is additive of land and improvements		Current Use	for value appeals - not needed if Matter Type is non-value

Notice Value - Personal Property	Case Detail	\$10,000	currency	25		Personal Property
Petitioned Value - Personal Property	Case Detail	\$5,000	currency	25		Personal Property
Assessor's Answer - Personal Property	Case Detail	\$7,500	currency	25		Personal Property
BOE Final Value - Personal Property	Case Detail	\$7,250	currency	25		Personal Property
Assessor Representative	Case Summary	Bryan Hunt	Text		Entity Link (Assr staff) Lookup field	

If Case Sub Type is P then Personal Prop Value Fields should show, not Real Property or Current Use for value appeals - not needed if Matter Type is non-value
 for value appeals - not needed if Matter Type is non-value
 for value appeals - not needed if Matter Type is non-value
 for value appeals - not needed if Matter Type is non-value
 Matter Type is non-value

Related Case Content Section -						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Case Links	Related Case Content (Cases)	Consolidated appeal by single rep: multiple adjacent parcels			Lookup to CMS Cases (When Linking a Case you have to provide a relation type (Related, Duplicated, Duplicated By, Parent, Child) these Person, Company, Organization, Government Body, etc.) When assigning an Entity a relationship to Case must be selected. (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships can be configured.	TRUE
Entity Links	Related Case Content (Entities)					TRUE

Must ensure that each entity captures all contact information: BOE entities are Assessor, Appellant, Owner, Representative, Representative Firm

Attachments (Files) - Multiple Files can be attached to a Case						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Document Desc:	Attachments	Petition	Text	500		
File Name:	Attachments	CMSCaseName_DocType_Date_Uploaded	Text	255	auto populates based on uploaded file name	
Document Type	Attachments	Petition, Assr response, Appellant evidenc	Text	50	Configurable Dropdown	
Uploaded By:	Attachments	Appellant, Assr	Text	255	Auto populated based on Uploader	
Uploader Role:	Attachments	Appellant, County Staff, Public	Text			
Uploaded On:	Attachments	2/1/2025 3:25:34 PM PDT	Date Time	25	Lookup Field (Include Other for Type-in)	

Uploader select Self Role at upload. May not be needed if uploader logs in, is mapped as an Entity

Case Events						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Prehearing Conference Date:	Case Events	7/8/2024 5:36 PM PDT	Date Time			
Hearing Notice/Scheduling Ord	Case Events	7/8/2024	Date			
Evidence Submittal Deadline	Case Events	7/8/2024	Date			
Hearing Date:	Case Events	7/8/2024 5:30 PM PDT	Date Time			
Hearing Duration:	Case Events	45	Minutes			

Some of these tracked Case Events may also populate within the Case Summary

Items logged instead within case event type, date, note (below)

Triggers evidence deadline of 21 business days prior to date

Hearing Type:	Case Events	Board	Text	Dropdown: BOE Full Board or BOE Hearing	Autopopulated based on Hearing Date
Evidence Submittal Deadline O	Case Events	6/5/2024 5:00 PM PDT	DateTime		
Hearing Disposition (Decision)	Case Events	Denied	Text	255	
Reconsideration	Case Events	Yes	Text	255	
Reconsideration Outcome	Case Events	Upheld	Text	255	
Appealed?	Case Events	Yes	Boolean	True/False	
Appeal Venue	Case Events	Superior Court	Text	255	
Appeal Disposition	Case Events	Appeal Denied	Text	2500	
Appeal Hearing Date	Case Events	7/8/2024 5:30 PM EDT	DateTime		
Case Event type	Case Events	Postponed	Date	dependent on assigned dept and case type; n+1 fields available	Y - If filed in, may change case status, trigger review notification
Case Event date	Case Events	7/8/2024 5:30 PM EDT	DateTime		
Case Event note	Case Events	Requesting Party, tickler info	Text	optional note as reminder	

Items logged instead as Case statuses

BOE Dates/Statuses: In Progress, Incomplete, New Assr Plea, Ready to Sched, Sched, Postponed, Pending Decision, Withdrawn, Stipulated, Completed-Sustained, Completed-Adjusted, Completed-Accepted, Appealed to BTA, Voided.

3.b Sample Current BOE Data													
Shaded columns not needed in new Case Mgt Sys. This page includes current data format, as extracted from Access database interface													
ID	PetNumber	PetYear	PetType	PetReference	EconomicUnit	AccountID	SelectRecord	FollowupFlag	BMA	Region	Class	Condo	Situs
2023	107999	5009	23	AR	5007-23			FALSE	3401000	3	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108002	0568	23	R			FALSE	FALSE	3312000	3	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108007	0569	23	R		00717800002500	FALSE	FALSE	3314000	3	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108008	0570	23	R		00374800004601	FALSE	FALSE	1605001	1	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108009	0571	23	R		00570400102901	FALSE	FALSE	1217000	1	910	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108010	0572	23	P		2937598	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108011	0573	23	R		00853900004700	FALSE	FALSE	3312000	3	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108012	0574	23	C		00393700101605	FALSE	FALSE	5305000	5	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108013	0575	23	R		01192500000800	FALSE	FALSE	4506000	4	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108014	0576	23	R		00453350600900	FALSE	FALSE	1201004	1	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108015	0577	23	R		00449700007000	FALSE	FALSE	4601002	4	913	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108016	0578	23	R		00489700101301	FALSE	FALSE	2207807	2	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108017	0579	23	C		00580700000401	FALSE	FALSE	5604000	5	179	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108018	0580	23	R		012080000003100	FALSE	FALSE	1315000	1	141	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108019	0581	23	R		00375000007902	FALSE	FALSE	3314000	3	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
2024	108020	0582	23	C	0304-23	29060500403800	FALSE	FALSE	5209000	5	637	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108021	0583	23	P		2845460	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108022	0584	23	P		2869989	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108023	0585	23	P		2882943	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108024	0586	23	P		0120675	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	108025	0587	23	P		0144634	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109286	1171	24	C		00695200000300	FALSE	FALSE	5507000	5	531	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109287	1172	24	C		00695200000400	FALSE	FALSE	5507000	5	531	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109288	1173	24	C	1173-24	31052000403700	FALSE	FALSE	5204000	5	651	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109289	1174	24	C	1173-24	31052000403800	FALSE	FALSE	5204000	5	651	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109290	1175	24	C		27053400402300	FALSE	FALSE	5107001	5	519	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109291	1176	24	R		29051300403300	FALSE	FALSE	2616000	2	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109292	1177	24	R		00491800200100	FALSE	FALSE	1605000	1	125	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109293	1178	24	R		00509090003400	FALSE	FALSE	1504002	1	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
	109294	1179	24	R		00414300002700	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4
109295	1180	24	V		29050200201200	FALSE	FALSE	2513000	2	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109296	1181	24	R		00894700007400	FALSE	FALSE	4218002	4	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109297	1182	24	R		00611600008707	FALSE	FALSE	1107000	1	122	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109298	1183	24	R		27063400400100	FALSE	FALSE	3515001	3	830	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109299	1184	24	R		01229300211600	FALSE	FALSE	2513000	2	142	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109300	1185	24	P		3006271	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109301	1186	24	P		3006269	FALSE	FALSE				FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109302	1187	24	V		27032500106200	FALSE	FALSE	1605000	1	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109303	5008	24	AR		00537900003202	FALSE	FALSE	5405000	5	111	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109304	1188	24	C		00392200000800	FALSE	FALSE	5403000	5	422	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	
109305	5011	24	AR		01219800099300	FALSE	FALSE	2513000	2	991	FALSE	SITUSADDRESS1, SITUSADDRESS2, SITUSCITY, SITUSSTATE, SITUSZIP-4	

PetitionCUIImprovementValue	PetitionCUCropValue	PetitionCUTotalValue	AnswerNoticeValue	AnswerLandValue	AnswerPPPropValue	AnswerImprovementValue	AnswerCropValue	AnswerTotalValue
			TRUE	460,000.00		178,500.00		638,500.00
			TRUE	680,000.00		622,400.00		1,302,400.00
			TRUE	1,346,600.00		0.00		1,346,600.00
			TRUE	926,400.00		190,400.00		1,116,800.00
			TRUE	250,900.00				250,900.00
			TRUE					
			TRUE	679,800.00		420,400.00		1,100,200.00
			TRUE	435,000.00				435,000.00
			TRUE	299,000.00		71,000.00		370,000.00
			TRUE	5,500.00				5,500.00
			TRUE	759,600.00		606,300.00		1,365,900.00
			TRUE					
			TRUE	356,000.00		399,800.00		755,800.00
			TRUE	440,000.00		338,300.00		778,300.00
			TRUE	639,800.00		1,480,200.00		2,120,000.00
			TRUE					
			TRUE					
			TRUE					
			TRUE		0.00			0.00
			TRUE		0.00			0.00
			TRUE					
			TRUE	16,019,200.00		4,558,100.00		20,577,300.00
			TRUE	11,851,400.00		7,946,700.00		19,798,100.00
			TRUE	2,338,300.00		19,792,700.00		22,131,000.00
			TRUE	974,100.00				974,100.00
			TRUE	3,362,200.00		591,600.00		3,953,800.00
			TRUE					
			TRUE	529,000.00		582,300.00		1,111,300.00
			TRUE					
			TRUE					
			TRUE					
			TRUE	218,000.00		228,100.00		446,100.00
			TRUE	515,000.00		327,000.00		842,000.00
233,900.00			TRUE	465,800.00		316,500.00		782,300.00
			TRUE	207,600.00		293,300.00		500,900.00
			TRUE					
			TRUE					
			TRUE					
			TRUE	309,200.00		183,200.00		492,400.00
			TRUE	5,839,100.00		33,160,900.00		39,000,000.00
			TRUE	600.00				600.00

[illegible]

BOECUCropValue	BOECUTotalValue	ValInfoSent	ValSendMethod	DatePetitionReceived	DateReceiptLtr	DateValInfoSent	DateProgressChange	DateAnswerReceived	DateScheduled	BOEHearingID	DateBOEHearing	DateToReply
0.00	0.00	FALSE		11/28/2023	11/28/2023		6/18/2024	12/28/2023	3/22/2024		5/29/2024 13:00	4/30/2024
0.00	0.00	TRUE eMail		8/22/2023	1/9/2024	12/28/2023	2/23/2024	2/16/2024				
0.00	0.00	TRUE eMail		9/2/2023	1/9/2024	12/4/2023	2/1/2024	1/31/2024				
0.00	0.00	TRUE eMail		9/9/2023	1/9/2024	11/30/2023	2/1/2024	2/1/2024				
0.00	0.00	TRUE eMail		10/16/2023	1/9/2024	11/30/2023	2/15/2024	2/13/2024				
0.00	0.00	FALSE		10/13/2023	1/9/2024		2/9/2024					
0.00	0.00	TRUE eMail		10/16/2023	1/9/2024	12/1/2023	2/23/2024	2/16/2024				
0.00	0.00	FALSE		10/16/2023	1/9/2024		12/29/2023	12/21/2023				
		FALSE		10/25/2023	1/9/2024		12/20/2023					
		TRUE US Mail		8/25/2023	1/9/2024	12/1/2023	3/22/2024					
0.00	0.00	FALSE		11/6/2023	1/9/2024		11/7/2024	7/16/2024	8/7/2024		10/9/2024 9:20	9/10/2024
0.00	0.00	TRUE eMail		11/7/2023	1/9/2024	12/1/2023	2/15/2024	2/13/2024				
0.00	0.00	FALSE		11/20/2023	1/9/2024		11/30/2023					
		TRUE eMail		11/21/2023	1/9/2024	12/1/2023	3/11/2024	3/8/2024				
0.00	0.00	TRUE eMail		11/27/2023	1/9/2024	12/1/2023	2/1/2024	1/26/2024				
2,120,000.00		TRUE eMail		11/28/2023	1/9/2024	12/1/2023	8/1/2024	2/9/2024				
0.00	0.00	FALSE		11/27/2023	1/9/2024		2/9/2024					
0.00	0.00	FALSE		11/27/2023	1/9/2024		2/9/2024					
0.00	0.00	FALSE		11/27/2023	1/9/2024		2/9/2024					
0.00	0.00	FALSE		11/28/2023	1/9/2024		2/5/2024	1/31/2024				
0.00	0.00	FALSE		11/28/2023	1/9/2024		2/5/2024	1/31/2024				
		TRUE eMail		8/20/2024	11/7/2024	11/20/2024	11/22/2024					
		TRUE eMail		8/20/2024	11/7/2024	11/20/2024	11/22/2024					
		TRUE eMail		8/20/2024	11/7/2024	11/20/2024	12/2/2024					
		TRUE eMail		8/20/2024	11/7/2024	11/20/2024	12/2/2024					
		TRUE eMail		8/20/2024	11/7/2024	11/20/2024	12/31/2024					
		FALSE		8/22/2024			11/8/2024					
		TRUE eMail		8/20/2024	12/3/2024	11/26/2024	1/17/2025					
		FALSE		8/26/2024			11/8/2024					
		FALSE		9/5/2024			11/14/2024					
		FALSE		9/16/2024	11/7/2024		11/21/2024					
		TRUE eMail		9/23/2024	11/7/2024	11/21/2024	2/3/2025					
		TRUE US Mail		9/27/2024	11/15/2024	11/21/2024	2/3/2025					
0.00	652,600.00	TRUE eMail		9/26/2024	11/15/2024	11/7/2024	1/16/2025	1/16/2025				
		TRUE eMail		9/26/2024	11/7/2024	11/21/2024	1/3/2025					
		FALSE		10/9/2024	11/7/2024		1/7/2025					
		FALSE		10/9/2024	11/7/2024		1/7/2025					
		FALSE		10/29/2024			11/21/2024					
		FALSE		11/7/2024	11/7/2024		11/12/2024	11/12/2024	12/20/2024		2/20/2025 13:20	1/22/2025
		TRUE eMail		10/30/2024	11/15/2024	11/20/2024	12/11/2024					
		FALSE		11/14/2024	11/14/2024		12/24/2024	12/24/2024	1/10/2025		2/20/2025 14:20	1/22/2025

DateOfDecision	DateLetterSent	LetterType	Assessor's trExplanation	DateWithdrawn	DateStipulated	BOEDecision
6/4/2024		Reconvene				
	1/25/2024	Assessor Answer			2/16/2024	
	1/26/2024	Assessor Answer			1/28/2024	
	1/25/2024	Assessor Answer			1/30/2024	
	2/3/2024	Assessor Answer			2/9/2024	
	2/6/2024	Withdrawal		2/6/2024		
	1/24/2024	Assessor Answer			2/16/2024	
	12/7/2023	Assessor Answer			12/11/2023	
	3/15/2024	Stip Agreement			3/22/2024	
11/1/2024	1/29/2024	Assessor Answer				
	2/7/2024	Assessor Answer			2/9/2024	
	12/29/2023	Assessor Answer		11/22/2023	2/26/2024	
	1/24/2024	Assessor Answer			1/24/2024	
	2/9/2024	Answer Cover		7/24/2024		
				2/1/2024		
				2/1/2024		
				2/1/2024		
	12/14/2023	Assessor Answer			12/19/2023	
	12/14/2023	Assessor Answer			12/19/2023	
	1/17/2025	Stip Agreement				
	2/3/2025	Stip Agreement				
	1/14/2025	Assessor Answer			1/14/2025	
	1/3/2025	Stip Agreement				
		Reconvene				
	12/11/2024	Stip Agreement				
		Reconvene				

	BOE Decision Notes
Neither the Property Owner nor the Assessor's representative appeared for the scheduled hearing. The Property Owner in this case did not dispute the amended value recommended by the Assessor. The Board accepts the amended assessed value as recommended by the Assessor. This decision is based on our finding that: Reduced overall condition from VG to G after reviewing interior & exterior photos.	
This matter was not confirmed by the Appellant and therefore, came before the Board without oral argument. After careful review, the Board finds the appellant has not provided, by a preponderance, evidence to overcome the presumption of correctness established under RCW 84.40.0301 as clarified by court interpretation. The appellant has the burden to provide evidence to overcome the amended assessed value. No evidence was submitted in this case. The Board accepts the amended assessed value as recommended by the Assessor.	

	BOENotes
	Stipulated on: 2/16/2024Received Information Necessary To Schedule Petition on 2/16/2024Received Information To Accept Petition on 12/19/2023<div>Missing value notice, reasons for appeal. Reply due 12/15</div><div>12/15, provided on: 2/1/2024Received Information To Accept Petition on 12/1/2023<div>Late filed request. Both pet and late filing missing signature. Sent adobe sig link 11/29/23. Reply due 12/8</div>
	Stipulated on: 2/1/2024Received Information To Accept Petition on 11/29/2023<div>Late filed form, signature missing. Sent adobe sig link 11/29. Reply due 12/8/23</div>
	Stipulated on: 2/13/2024
	Withdrawn on: 2/7/2024
	Stipulated on: 2/20/2024Received Information Necessary To Schedule Petition on 2/16/2024
	Stipulated on: 12/27/2023
	Entered Denial Info on 12/20/2023<div>Missing value notice. Reply due 12/8/23</div>
	Hearing Scheduled for 4/3/2024 stipulated on: 3/22/2024.
	Received Information Necessary To Schedule Petition on 7/23/2024
	Stipulated on: 2/13/2024
	Withdrawn on: 11/30/2023
	Received Information Necessary To Schedule Petition on 2/9/2024Hearing Scheduled for 5/8/2024 stipulated on: 3/8/2024.
	Stipulated on: 1/29/2024
	Received Information Necessary To Schedule Petition on 2/12/2024Hearing Scheduled for 8/7/2024 withdrawn on: 7/24/2024.
	Withdrawn on: 2/2/2024Received Information To Accept Petition on 11/30/2023<div>Changed Status To Incomplete Submission 11/30/2023: Auth. Reply due 12/8</div>
	Withdrawn on: 2/2/2024Received Information To Accept Petition on 11/30/2023<div>Changed Status To Incomplete Submission 11/30/2023: Auth. Reply due 12/8</div>
	Withdrawn on: 2/2/2024Received Information To Accept Petition on 11/30/2023<div>Changed Status To Incomplete Submission 11/30/2023: Auth. Reply due 12/8</div>
	Stipulated on: 2/1/2024
	<div>Stipulated on: 12/19/24</div><div> </div></div>
	Entered Denial Info on 11/8/2024<div>*Late Filing Not Accepted</div>
	Received Information To Accept Petition on 11/26/2024
	Entered Denial Info on 11/8/2024<div>*Denied - Late filing not approved as no reason was provided. </div>
	<div>Entered Denial Info on 11/14/2024</div><div> </div>Late Filing documentation required 11/19/24 - Late filing not approved</div>
	Voided on 11/21/2024
	Received Information To Accept Petition on 11/14/2024<div>*Late filing documentation required.</div>
	Stipulated on: 1/16/2025Received Information To Accept Petition on 11/7/2024<div>Estimated Use Values due 11/20/24</div>
	Voided on 11/21/2024<div>*Exemption Denial Letter due 11/21/24</div>

	AssessorNotes
6/18/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). Hearing Scheduled on: 3/72/202412/28/2023 (sasdle) - Sent To BOE. Reconvene Request.12/27/2023 (sasqcs) - Sent To Admin For Out Processing. 11/28/2023 (sasvs) - New Assessor Plea Created.	
2/23/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). Signed Stip..2/20/2024 dle: Signed Stip rcvd from the BOE. - forwarded to Res Pl2/16/2024 (sasdle) - Sent To BOE. Stip For Hearing..2/15/2024 (sasfig) - Sent To Admin For Out Processing. Stip For hearing1/25/2/2/1/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 1/31/2024 (sasdle) - Sent To BOE. Signed Stip..1/26/2024 (sasmnt) - Sent Petitioner Stipulated Agreement. 1.3.24 lauraG assigned to Matt12/4/2023 (sasdle) - Sent to Appraiser.	
2/1/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 2/1/2024 (sasdle) - Sent To BOE. Signed Stip..1/31/2024 (sasfig) - Sent To Admin For Out Processing. Stip signed by appellant1/31/2024 (sasktk) - Sent To Supervisor For Review. SIGNED STIP IN FOLDER1/26/2024	
2/15/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 2/13/2024 (sasdle) - Sent To BOE. Signed Stip.2/3/2024 (sasmnt) - Sent Petitioner Stipulated Agreement. 1/29/2024 (sasmnt) - Sent to Appraiser. 1/29/2024 (sasmnt) - Gathering Information For Petition. 1/2/2/9/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). WD2/7/2024 (sasfrf) - Sent To Admin For Out Processing. 2/6/2024 (sasamp) - Sent Petitioner Withdrawal Letter. 1/9/2024 (sasamp) - Gathering Information For Petition. 12/1/2023 (sasamp) - Sent to Appraiser.	
2/23/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). Signed Stip..2/20/2024 dle: Signed Stip rcvd from BOE - forwarded to Res Pl2/16/2024 (sasdle) - Sent To BOE. Stip For Hearing..2/15/2024 (sasfig) - Sent To Admin For Out Processing. Stip For hearing1/24/2024 (12/29/2023 (sasdle) - All Work Completed (Unless Appealed to BTA). 12/21/2023 (sasdle) - Sent To BOE. Signed Stip12.11.2023 - emailed stip12/7/2023 (sasjfg) - Sent Petitioner A New Stipulated Agreement. 12/7/2023 (sasjfg) - Sent Petitioner A New Stipulated Agreement. 12/	
3/22/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 3/22/2024 (sasfig) - Sent To Admin For Out Processing. Stip signed by appellantHearing Scheduled for 4/3/2024 stipulated on: 3/22/2024.3/15/2024 (sasfig) -Reviewed and signed Revised Stipulated Agreement	
11/7/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). Hearing Scheduled on: 8/7/20247/16/2024 (sasdle) - Sent To BOE. Stip For Hearing.7/16/2024 (sasqcs) - Sent To Admin For Out Processing. 1/29/2024 (sasmnt) - Sent Petitioner Stipulated Agreement. 1.3.24 la	
2/15/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 2/13/2024 (sasdle) - Sent To BOE. Signed Stip.2/12/2024 (sasfig) - Sent To Admin For Out Processing. Appellant signed stip2/9/2024 (sasbal) - Sent To Supervisor For Review. 2/7/2024 (sasfig) - reviewed and sig	
3/11/2024 (sasfms) - All Work Completed (Unless Appealed to BTA). Hearing Scheduled for 5/8/2024 stipulated on: 3/8/2024.Hearing Scheduled on: 3/8/20243/8/2024 (sasfms) - Sent To BOE. 3/7/2024 (sasfig) - Sent To Admin For Out Processing. Appellant signed stip2/28/2024	
2/1/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 1/26/2024 (sasdle) - Sent To BOE. Signed Stip..1/25/2024 (sasfig) - Sent To Admin For Out Processing. Appellant signed stip1/24/2024 (sasmla) - Sent To Supervisor For Review. 1/24/24 MKA: Appellant returnec	
8/1/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). Hearing Scheduled for 8/7/2024 withdrawn on: 7/24/2024.Hearing Scheduled on: 5/24/20242/9/2024 (sasdle) - Sent To BOE. Assr Answer2/9/2024 (sasdle) - Sent Assessor's Answer To BOE. 2/9/2024 (sasfrf) - S	
2/9/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). WD12/14/2023 (sashdt) - Gathering Information For Petition. 11/30/2023 (sasdle) - Sent to Appraiser.	
2/9/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). WD12/14/2023 (sashdt) - Gathering Information For Petition. 11/30/2023 (sasdle) - Sent to Appraiser.	
2/5/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). 1/31/2024 (sasdle) - Sent To BOE. Signed Stip..1/30/2024 (sasfrf) - Sent To Admin For Out Processing. 12/14/2023 (sastch) - Resent Petitioner Stipulated Agreement. 12/14/2023 (sasamp) - Sent Petitioner Stipul	
2/5/2024 (sasdle) - All Work Completed (Unless Appealed to BTA). Signed Stip1/31/2024 (sasdle) - Sent To BOE. Signed Stip..1/30/2024 (sasfrf) - Sent To Admin For Out Processing. 12/14/2023 (sastch) - Sent Petitioner Stipulated Agreement. 12/13/2023 (sasamp) - Sent Petition	
11/22/2024 (sasrrk) - Sent To Supervisor For Review. 11/20/2024 (sasdle) - Sent to Appraiser.	
11/22/2024 (sasrrk) - Sent To Supervisor For Review. 11/20/2024 (sasdle) - Sent to Appraiser.	
12/2/2024 (sashah) - Sent To Supervisor For Review. 11/21/2024 (sashah) - Gathering Information For Petition. 11/20/2024 (sasdle) - Sent to Appraiser.	
12/2/2024 (sashah) - Sent To Supervisor For Review. 11/21/2024 (sashah) - Gathering Information For Petition. 11/20/2024 (sasdle) - Sent to Appraiser.	
12/31/2024 (sasrws) - Sent To Supervisor For Review. 11/26/2024 (sasrws) - Gathering Information For Petition. 11/20/2024 (sasdle) - Sent to Appraiser.	
1/21/2025 (sasktk) - sti p emailed to appellant.1/17/2025 (sasqcs) - Approved Stipulated Agreement. 1/16/2025 (sasktk) - Sent To Supervisor For Review. 1/15/2025 (sasktk) - Gathering Information For Petition. Field/photo 1.15.25.12.1.24 laurag assigned to Kristin Krik11/26/2/	
2/3/2025 (sasmla) - Sent To Supervisor For Review. 1/3/2025 (sasmla) - Gathering Information For Petition. 11.2.24 lauraG assigned to Bryan Hunt, because he inspected the interior and exterior of this property with the owner. Notes from the July 2024 inspection on in the pe	
2/3/2025 (sasqcs) - Approved Stipulated Agreement. 1/31/2025 (sasmla) - Sent To Supervisor For Review. 12.1.24 lauraG assigned to MeganA11/21/2024 (sasdle) - Sent to Appraiser. Mailed Valuation information via USPS due to Contact by email was not marked yes or no.	
1/16/2025 (sasdle) - Sent To BOE. Signed Stip1/16/2025 (sasqcs) - Sent To Admin For Out Processing. 1/15/2025 (sasktk) - Signed Stip received from Appellant & sent To Supervisor For Review. 1/14/2025 (sasqcs) - Approved Stipulated Agreement. 1/10/2025 (sascik) - Sent To S	
1/3/2025 (sasqcs) - Approved Stipulated Agreement. 1/2/2025 (sasmla) - Sent To Supervisor For Review. 11.21.24 laurag assigned to MeganA11/21/2024 (sasdle) - Sent to Appraiser.	
1/7/2025 (sastch) - Gathering Information For Petition. 11/20/2024 (sasdle) - Sent to Appraiser.	
1/7/2025 (sastch) - Gathering Information For Petition. 11/20/2024 (sasdle) - Sent to Appraiser.	
Hearing Scheduled on: 12/19/202411/12/2024 (sasdle) - Sent To BOE. Reconvene Request11/7/2024 (sasfrf) - Sent To Admin For Out Processing. 11/7/2024 (sasfrf) - New Assessor Plea Created.	
12/11/2024 (sasrwr) - Sent Petitioner Stipulated Agreement. 11/25/2024 (sasrwr) - Gathering Information For Petition. 11/20/2024 (sasdle) - Sent to Appraiser.	
Hearing Scheduled on: 1/9/202512/24/2024 (sasdle) - Sent To BOE. Reconvene Request12/24/2024 (sasqcs) - Sent To Admin For Out Processing. 11/14/2024 (sasmla) - New Assessor Plea Created. BH reviewed. Ready for Q.	

[illegible]

4. Case-Specific BRB

specific mappable items that can't be adequately addressed in global datapoints

Case Summary Section									
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple	Team Notes		
Case Input Person:	Case Summary	SK (Initials of Staff Member (if necessary and not easily accessible	Text	255	Auto Populates Based on who Performs CMS Case Setup		green indicates BRB custom grey indicates not needed in Global Datapoints		
Initiator Type:	Case Summary	Clerk	Text	255	User Lookup Field Based on User Credentials				
Initiated On:	Case Summary	1/1/2025 3:25:34 PM PDT	Date/Time		Date/Time CMS Case was submitted				
Case ID:	Case Summary	2025-01			Auto populated by System				
Case Source:	Case Summary	Jurisdiction	Text	255	Lookup Field (Include Other for Type-In)				
Case Source Person:	Case Summary	David Toyer			Entity Link - Field not required		BRB: Submitted, Under Review, Filed - 45 day Review, Deemed Approved, Jurisdiction Invoked, Scheduled, Pending Decision, Approved, Denied, Awaiting Resolution/Ordinance, Completed No original case name for BRB Each line (HE, BOE, BRB) should have different naming standard, if possible. Suggested for BRB: Case ID=YearNumberOfCase(s)Filed JurisdictionName-Location Annexation, dissolution, assumption, etc. See Case List Case type would instead be Method		
CMS Assigned Department:	Case Summary	Boundary Review Board	Text	255	Lookup Field (HE, BOE, BRB)				
Case Status:	Case Summary	Under Review	Text	25	Submitted, Filed, Under Review, Scheduled, Decision Pending, Appeal, Complete				
Original Case Name:	Case Summary		Text	25	(Case Name Received from non-BOE/HE Department)				
CMS Case Name:	Case Summary Header	2024-03 Jurisdiction Name-Location	Text	500	Auto Populates by system based on a configured Naming Standard (i.e. CMS Assigned Dept_ CASE ID_ original case name OR Manual Entry Option by Clerk				
Case Description:	Case Summary	Long Text	Text	5000			Y - if checked, then timed notifications based on case, matter, or sub type Y - notification at 45th day		
Case Type:	Case Summary Header	Annexation	Text	255	Case Type Lookup Field Based on Ruling Department				
Matter Type:	Case Summary	60% petition method	Text	255	Matter Type Lookup based on Case Type				
Sub Type:	Case Summary		Text	255	optional for BRB				
Priority:	Case Summary	TRUE	Boolean	25	True/False				
Date Submitted:	Case Summary	1/2/2025 3:25:34 PM PDT	Date/Time				If 45-day review ends w/o invocation, proposal is deemed approved of NOI is managed by PDS. Public comment during hearing process is managed/timed by BRB Notification to PDS on same date as Filed effective		
Filed Effective	Case Summary	02/05/2025	Date						
45 Day Review Period Ends On:	Case Dates	03/01/2025	Date		Always 45 calendar days after Filed Effective (or first business day after)				
Deemed Approved Date:	Case Summary	03/01/2025	Date						
Public Comment Submission D	Case Dates	02/20/2025	Date						
Public Notifications Due On:	Case Dates	02/05/2025	Date						
Public Notifications Submitted	Case Dates	2/1/2025 3:25:34 PM PDT	Date/Time						
Pre-Hearing Motions Filed:	Case Summary	TRUE	Boolean		True / False (Motions will be filed as Case Document A				
Situs Address	Case Detail	3000 Rocketteller Ave., Everett WA 98201	Address	255					
Parcel number	Case Summary	12345612345612	Number		14-digit number (real property) or 7 digit number (personal property)				

<div><div>Related Case Content Section -</div><div>provides the ability to link CMS system record objects to a case.</div><div><div>1) Other Related Cases can be linked</div><div>2) Entities (e.g. People, Companies, Organizations, or Government Entities)</div><div>Entity Fields include (Entity Type, Name, Address, Website, Phone, Fax, etc.)</div><div>Entities can be created on the fly by Case Setup Personnel.</div><div>When Assigned to a case you must create a Entity Case Relationship (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships can be configured.</div></div></div>						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Case Links	Related Case Content (Cases)				Lookup to CMS Cases (when linking a Case you have to provide a relation type (Related, Duplicated, Duplicated By, Parent, Child) these relations are configurable	TRUE
Entity Links	Related Case Content (Entities)				Lookup to CMS Entities (A CMS Entity can be a Person, Company, Organization, Government Body, etc.) When assigning an Entity a relationship to Case must be selected. (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships	TRUE

Must ensure that each entity captures all contact information: BRB entities are: Assessor, Party of Record, PDS, Initiator, Affected Jurisdiction

Uploader select Self Role at upload. May not be needed if uploader logs in, is mapped as an Entity

Some of these tracked Case Events may also populate within the Case

Items logged instead as Case statuses

Attachments (Files) - Multiple Files can be attached to a Case						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Document Desc:	Attachments	Notice of Intent to Annex Monroe North 4	Text	500		
File Name:	Attachments	CMSCaseName_DocType_Date_Upload	Text	255	auto populates based on uploaded file name	
Document Type:	Attachments	NOI	Text	50	Configurable Dropdown	
Uploaded By:	Attachments	John Doe	Text	255	Auto populated based on Uploader	
Uploader Role:	Attachments	Appellant, County Staff, Public	Text	25	Lookup Field (Include Other for Type-in)	
Uploaded On:	Attachments	2/1/2025 3:25:34 PM PDT	DateTime		Auto populated based on Uploaded DateTime	

Case Events						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Prehearing Conference Date:	Case Events	7/8/2024 5:30 PM PDT	DateTime			
Hearing Notice/Scheduling Ord	Case Events	7/8/2024	Date			
Evidence Submittal Deadline O	Case Events	7/8/2024	Date			
Hearing Date:	Case Events	7/8/2024 5:30 PM PDT	DateTime			
Hearing Duration:	Case Events	45	Minutes			
Hearing Disposition (Decision)	Case Events	Denied	Text	255		
Reconsideration	Case Events	Yes	Text	255		
Reconsideration Outcome	Case Events	Upheld	Text	255		
Appeared?	Case Events	Yes	Boolean		True/False	
Appeal Venue	Case Events	Superior Court	Text	255	WSBTA - Council, Superior Court	
Appeal Disposition	Case Events	Appeal Denied	Text	2500	Appeal Affirmed, Appeal Denied, Remanded	
Appeal Hearing Date	Case Events	7/8/2024 5:30 PM EDT	DateTime			

Case Event type	Case Events	Prehearing Conference: 7/8/2024 5:30 PM EDT	Date DateTime	dependent on assigned dept and case type; n+1 fields available	120-day invocation period, resolution/ordinance received, Resolution/Ordinance Transmitted to Council, Finalized Resolution/Ordinance Filed, Finalized Resolution/Ordinance Recorded
Case Event date	Case Events	Aud number, tickler info	25		Y - if filed filled in, may change case status, trigger review notification
Case Event note	Case Events			optional note as reminder	

5. Case Specific HE Type 2

specific mappable items that can't be adequately addressed in global datapoints

Case Summary Section							Grey indicates not needed
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple	Notification and Trigger Requirements
Case Input Person:	Case Summary	AC (Initials of Staff Member (if necessary and not easily accessible elsewhere))	Text	255	Auto Populates Based on who Performs CMS Case Setup		
Initiator Type:	Case Summary	Clerk	Text	255	User Lookup Field Based on User Credentials		Only clerk will enter/accept cases, so this field isn't needed
Initiated On:	Case Summary	1/1/2025 3:25:34 PM PDT	Date/Time		Date/Time CMS Case was submitted		
Case ID:	Case Summary	23435			Auto populated by System		
Case Source:	Case Summary	PSD	Text	255	Lookup Field (Include Other for Type-In)		PSD, PDS-CE, AUD, SWM, SHD, ASSR, Entities will be different for each: HE, BOE, BRB
Case Source Person:	Case Summary				Entity Link - Field not required		Different statuses available within BOE/BRB/HE. E.g.:
CMS Assigned Department:	Case Summary	Hearing Examiner	Text	255	Lookup Field/Dropdown BOE HE BRB		HE: In Progress, Ready to Sched, Sched, Withdrawn, Settled, Pending Decision, Reopened, How Decided, In Recon/Appeal Period, Reconsideration Req, Appealed to Superior Court, Appealed to Council, Voided,
Case Status:	Case Summary	Under Review	Text	25	Filed, Under Review, Scheduled, Decision Pending, Appeal, Complete		Y - new workflow could be triggered by changed status, or status could be changed based on selected "case event type" "case event date" below
Original Case Name:	Case Summary	24-102335 PSD/SPA/REZO	Text	25	(Case Name Received from non-BOE/HE Department)		
CMS Case Name:	Case Summary Header	HE_23435_24-102335 PSD/SPA/REZO	Text	500	Auto Populates by system based on a configured Naming Standard (i.e. CMS Assigned Dept_CASE ID, original case name OR Manual Entry Option by Clerk		Suggested for HE: Case ID- Original Case Name
Case Description:	Case Summary	Long Text	Text	5000	optional		
Case Type:	Case Summary Header	HE Land Use Type 2	Text	255	Case Type Lookup Field Based on Ruling Department		
Matter Type:	Case Summary	PSD/SPA	Text	255	Matter Type Lookup based on Case Type		PSD, SPA, REZO, CUP, ACUP,
Sub Type:	Case Summary	URDS	Text	255	Sub Type Lookup Field based on Matter Type		ULS, URDS, UC, RB, if applicable
Priority:	Case Summary	TRUE	Boolean	25	True/False		Likely if combined with a SEPA appeal
Date Submitted:	Case Summary	1/2/2025 3:25:34 PM PDT	Date/Time				
Public Comment Submission Due On:	Case Summary	02/20/2025	Date		pub comment is HE & BRB		Tracked as dates in "Case Events"
Public Notifications Due On:	Case Summary	02/05/2025	Date				
Public Notifications Submitted On:	Case Summary	2/1/2025 3:25:34 PM PDT	Date/Time		True / False (Motions will be filed as Case Document Attachments)	TRUE	
Pre-Hearing Motions Filed:	Case Summary	TRUE	Boolean				
Situs Address	Case Detail	3000 Rockefeller Ave., Everett WA 98201	Address	255			
Parcel number	Case Summary	12345612345612	Number		14-digit number (real property) or 7 digit number (personal property)		

<div><div>Related Case Content Section -</div><div>provides the ability to link CMS system record objects to a case.</div><div><div>1) Other Related Cases can be linked</div><div>2) Entities (e.g. People, Companies, Organizations, or Government Entities)</div><div>Entity Fields include (Entity Type, Name, Address, Website, Phone, Fax, etc.)</div><div>Entities can be created on the fly by Case Setup Personnel.</div><div>When Assigned to a case you must create a Entity Case Relationship (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships can be configured.</div></div></div>						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Case Links	Related Case Content (Cases)				Lookup to CMS Cases (when Linking a Case you have to provide a relation type (Related, Duplicated, Duplicated By, Parent, Child) these relations are configurable	TRUE
					Lookup to CMS Entities (A CMS Entity can be a Person, Company, Organization , Government Body, etc.) When assigning an Entity a relationship to Case must be selected. (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships can be configured.	TRUE
Entity Links	Related Case Content (Entities)					

Attachments (Files) - Multiple Files can be attached to a Case						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Document Desc:	Attachments	Motion to Dismiss based on standing	Text	500		
File Name:	Attachments	CMSCaseName_DocType_Upload edFileName	Text	255	auto populates based on uploaded file name	
Document Type:	Attachments	Motion	Text	50	Configurable Dropdown	
Uploaded By:	Attachments	John Doe	Text	255	Auto populated based on Uploader	
Uploader Role:	Attachments	Appellant, County Staff, Public	Text	25	Lookup Field (Include Other for Type-in)	
Uploaded On:	Attachments	2/1/2025 3:25:34 PM PDT	Date Time		Auto populated based on Uploaded DateTime	

Uploader select Self Role at upload.
May not be needed if uploader logs in,
is mapped as an Entity

Case Events						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Prehearing Conference Date:	Case Events	7/6/2024 5:30 PM PDT	Date Time			
Hearing Notice/Scheduling Order Issued	Case Events	7/6/2024	Date			
Evidence Submittal Deadline On:	Case Events	7/6/2024	Date			
Hearing Date:	Case Events	7/8/2024 5:30 PM PDT	Date Time			
Hearing Duration:	Case Events	45	Minutes			
Hearing Disposition (Decision)	Case Events	Denied	Text	255		
Reconsideration	Case Events	Yes	Text	255		
Reconsideration Outcome	Case Events	Upheld	Text	255		
Appealed?	Case Events	Yes	Boolean		True/False	
Appeal Venue	Case Events	Superior Court	Text	255	WSBTA, Council, Superior Court	

Some of these tracked Case Events
may also populate within the Case

Greyed items logged instead as Case
statuses

Appeal Disposition	Case Events	Appeal Denied	Text	2500	Appeal Affirmed, Appeal Denied, Remanded	
Appeal Hearing Date	Case Events	7/9/2024 5:30 PM EDT	DateTime			
Case Event type	Case Events	Awaiting Decision	Date		dependent on assigned dept and case type; n+1 fields available	<p>HE Type 2: Hearing Scheduled, Needs File Prep, Sent to HE, Awaiting Decision, Awaiting Decision - Reopened, Decision issued (Approved), Decision issued (Approved with Conditions), Decision issued (Remanded), Decision issued (Denied), File closed and returned to PDS, Reconsideration Requested (Awaiting Reconsideration Decision), Reconsideration Decision Issued, Appealed to [venue]</p> <p>Y - If filed filled in, may change case status, trigger review notification dependent on Event Type trigger. Example: At end of scheduled date, system changes to "Awaiting Decision" and calculates Scheduled date plus 15 business days to assign</p>
Case Event date	Case Events	7/8/2024 5:30 PM EDT	DateTime			Will be multiple Event Types that trigger workflows or Event Dates
Case Event note	Case Events	Aud number, tickler info	Text	25	optional note as reminder	

6. Case Specific HE Appeal

specific mappable items that can't be adequately addressed in global datapoints

Case Summary Section							Grey indicates not needed	
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple	Notification and Trigger Requirements	Team Notes
Case Input Person:	Case Summary	AC (Initials of Staff Member (if necessary and not easily accessible elsewhere))	Text	255	Auto Populates Based on who Performs CMS Case Setup			
Initiator Type:	Case Summary	Clerk	Text	255	User Lookup Field Based on User Credentials			Only clerk will enter/accept cases, so this field isn't needed
Initiated On:	Case Summary	1/1/2025 3:25:34 PM PDT	DateTime		DateTime CMS Case was submitted			
Case ID:	Case Summary	23435			Auto populated by System			
Case Source:	Case Summary	PDS	Text	255	Lookup Field (Include Other for Type-in)			PDS, PDS-CE, AUD, SWM, SHD
Case Source Person:	Case Summary				Entity Link - optional			
CMS Assigned Department:	Case Summary	Hearing Examiner	Text	255	Lookup Field/Dropdown BOE HE BRB			
Case Status:	Case Summary	Under Review	Text	25	Filed, Under Review, Scheduled, Decision Pending, Appeal, Complete		Y - new workflow could be triggered by changed status, or status could be changed based on selected "Case event type"	
Original Case Name:	Case Summary	24-10235 AUD	Text	25	(Case Name Received from non-BOE HE Department)			AUD, CT, SWM, HD, SW, Each line (HE, BOE, BRB) should have different naming standard, if possible. Suggested for HE Appeals: Case ID-OriginalCaseName
CMS Case Name:	Case Summary Header	HE_23435_24-102335 PSD/SPA/REZO	Text	500	Auto Populates by system based on a configured Naming Standard (i.e. CMS Assigned Dept CASE ID original case name OR Manual Entry Option by Clerk			
Case Description:	Case Summary	Long Text	Text	5000	optional			
Case Type:	Case Summary Header	AUD	Text	255	Case Type Lookup Field Based on Ruling Department			AUD, CT, SWM, HD, SW, NOV, PDD, DD, KLR. If NOV, then subtypes appear
Matter Type:	Case Summary	NOV	Text	255	Matter Type Lookup based on Case Type			if applicable
Sub Type:	Case Summary	SEPA	Text	255	Sub Type Lookup Field based on Matter Type		Y - if checked, then timed notifications based on case, matter, or sub type	
Priority:	Case Summary	TRUE	Boolean	25	True/False			
Date Submitted:	Case Summary	1/2/2025 3:25:34 PM PDT	DateTime					
Public Comment Submission Due On:	Case Summary	02/20/2025	Date		pub comment is HE & BRB			
Public Notifications Due On:	Case Summary	02/05/2025	Date					
Public Notifications Submitted On:	Case Summary	2/1/2025 3:25:34 PM PDT	DateTime					
Pre-Hearing Motions Filed:	Case Summary	TRUE	Boolean		True / False (Motions will be filed as Case Document Attachments)	TRUE		Tracked as dates in "Case Events"
Situs Address	Case Detail							
Parcel number	Case Summary	3000 Rockefeller Ave., Everett WA 98201	Address	255				
		12345612345612	Number		14-digit number (real property) or 7 digit number (personal property)			

Related Case Content Section-- provides the ability to link CMS system record objects to a case.						
1) Other Related Cases can be linked						
2) Entities (e.g. People, Companies, Organizations, or Government Entities) Entity Fields include (Entity Type, Name, Address, Website, Phone, Fax, etc.)						
Entities can be created on the fly by Case Setup Personnel.						
When Assigned to a case you must create a Entity Case Relationship (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships can be configured.						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Case Links	Related Case Content (Cases)				Lookup to CMS Cases (When Linking a Case you have to provide a relation type (Related, Duplicated, Duplicated By, Parent, Child) these relations are configurable	TRUE
Entity Links	Related Case Content (Entities)				Lookup to CMS Entities (A CMS Entity can be a Person, Company, Organization, Government Body, etc.) When assigning an Entity a relationship to Case must be selected. (e.g. Appellant, Plaintiff, Defendant, Respondent, Representative, etc.) these relationships can be configured.	TRUE

Attachments (Files) - Multiple Files can be attached to a Case						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Document Desc:	Attachments	Motion to Dismiss based on standing	Text	500		
File Name:	Attachments	CMSCaseName_DocType_Date_Upload edFileName	Text	255	auto populates based on uploaded file name	
Document Type:	Attachments	Motion	Text	50	Configurable Dropdown	
Uploaded By:	Attachments	John Doe	Text	255	Auto populated based on Uploader	
Uploader Role:	Attachments	Appellant, County Staff, Public	Text	25	Lookup Field (Include Other for Type-in)	
Uploaded On:	Attachments	2/1/2025 3:25:34 PM PDT	DateTime		Auto populated based on Uploaded DateTime	

Uploader select Self Role at upload. May not be needed if uploader logs in, is mapped as an

Case Events						
FieldName	Section	Example	Type	Requested Size	Defaults	Multiple
Prehearing Conference Date:	Case Events	7/8/2024 5:30 PM PDT	DateTime			
Hearing Notice/Scheduling Order Issued	Case Events	7/8/2024	Date			
Evidence Submittal Deadline On:	Case Events	7/8/2024	Date			
Hearing Date:	Case Events	7/8/2024 5:30 PM PDT	DateTime			
Hearing Duration:	Case Events	45	Minutes			
Hearing Disposition (Decision)	Case Events	Denied	Text	255		
Reconsideration	Case Events	Yes	Text	255		
Reconsideration Outcome	Case Events	Upheld	Text	255		
Appealed?	Case Events	Yes	Boolean		True/False	

Some of these tracked Case Events may also populate within the Case

Grayed items logged instead as Case statuses

Appeal Venue	Case Events	Superior Court	Text	255	WSBTA, Council, Superior Court	
Appeal Disposition	Case Events	Appeal Denied	Text	2500	Appeal Affirmed, Appeal Denied, Remanded	
Appeal Hearing Date	Case Events	7/8/2024 5:30 PM EDT	DateTime			
Case Event type	Case Events	Prehearing Conference:	Date		dependent on assigned dept and case type; n+1 fields available	
Case Event date	Case Events	7/8/2024 5:30 PM EDT	DateTime			
Case Event note	Case Events	Aud number, tickler info	Text	25	optional note as reminder	

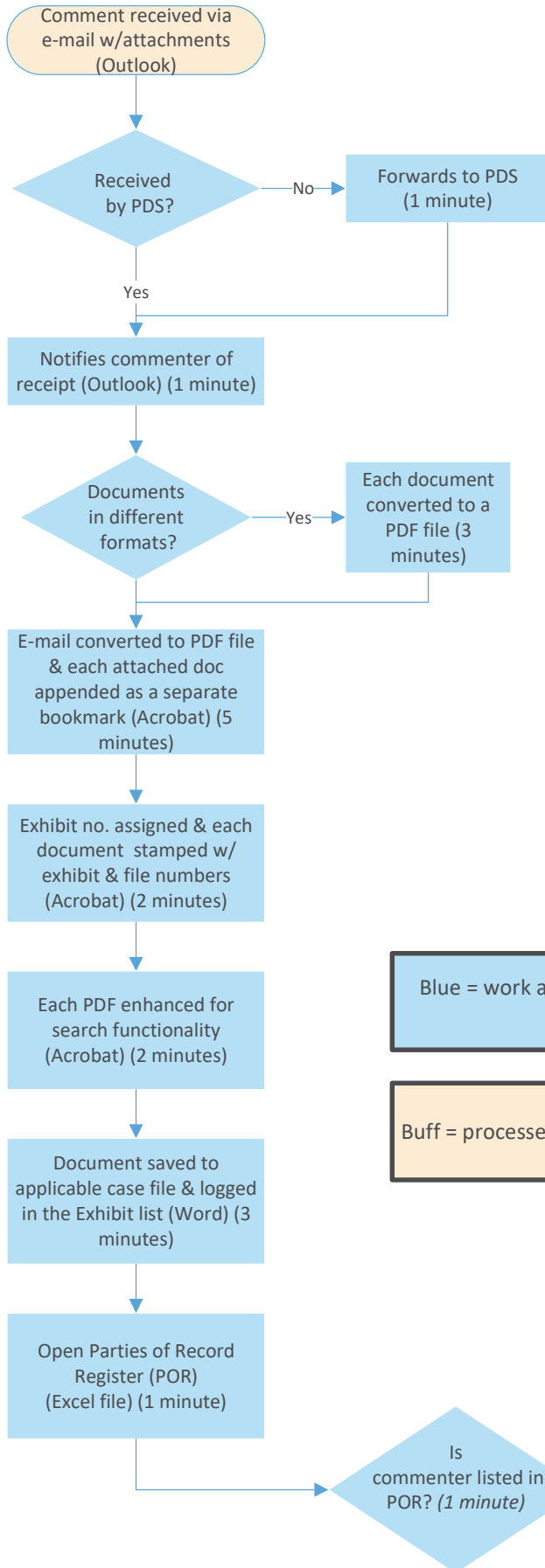
HE Appeal: Appeal Received,
 Prehearing Conference Scheduled,
 Hearing Scheduled, Needs File
 Prep, Sent to HE, Awaiting
 Decision, Awaiting Decision -
 Reopened, Decision issued
 (Approved), Decision issued
 (Remanded), Decision issued
 (Appeal Denied), Decision issued
 (Reversed), Settlement Reached,
 File closed, Reconsideration
 Requested, Awaiting
 Reconsideration Decision,
 Reconsideration Decision Issued,

Y - if field filled in, may change
 case status, trigger review
 notification
 Example: At end of scheduled
 date, system changes to
 "Awaiting Decision" and
 calculates Scheduled date plus
 15 business days to assign
 Decision Due Date

Will be multiple Event Types that
 trigger workflows or Event Dates

Current Process

Takes up to 20 minutes *per comment*

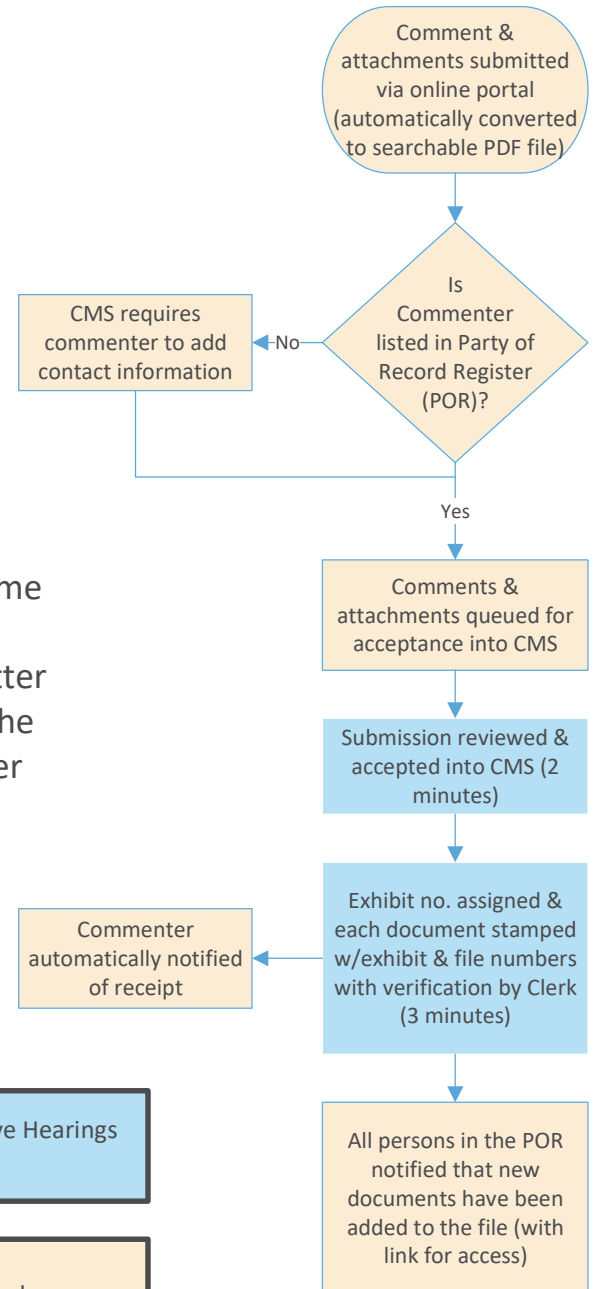


OHA Case Management System Hearing Examiner Public Comment Process

This process is repeated EACH time a comment is received on a matter pending before the Hearing Examiner

Conceptual Process New CMS

Takes up to 5 minutes *per comment*



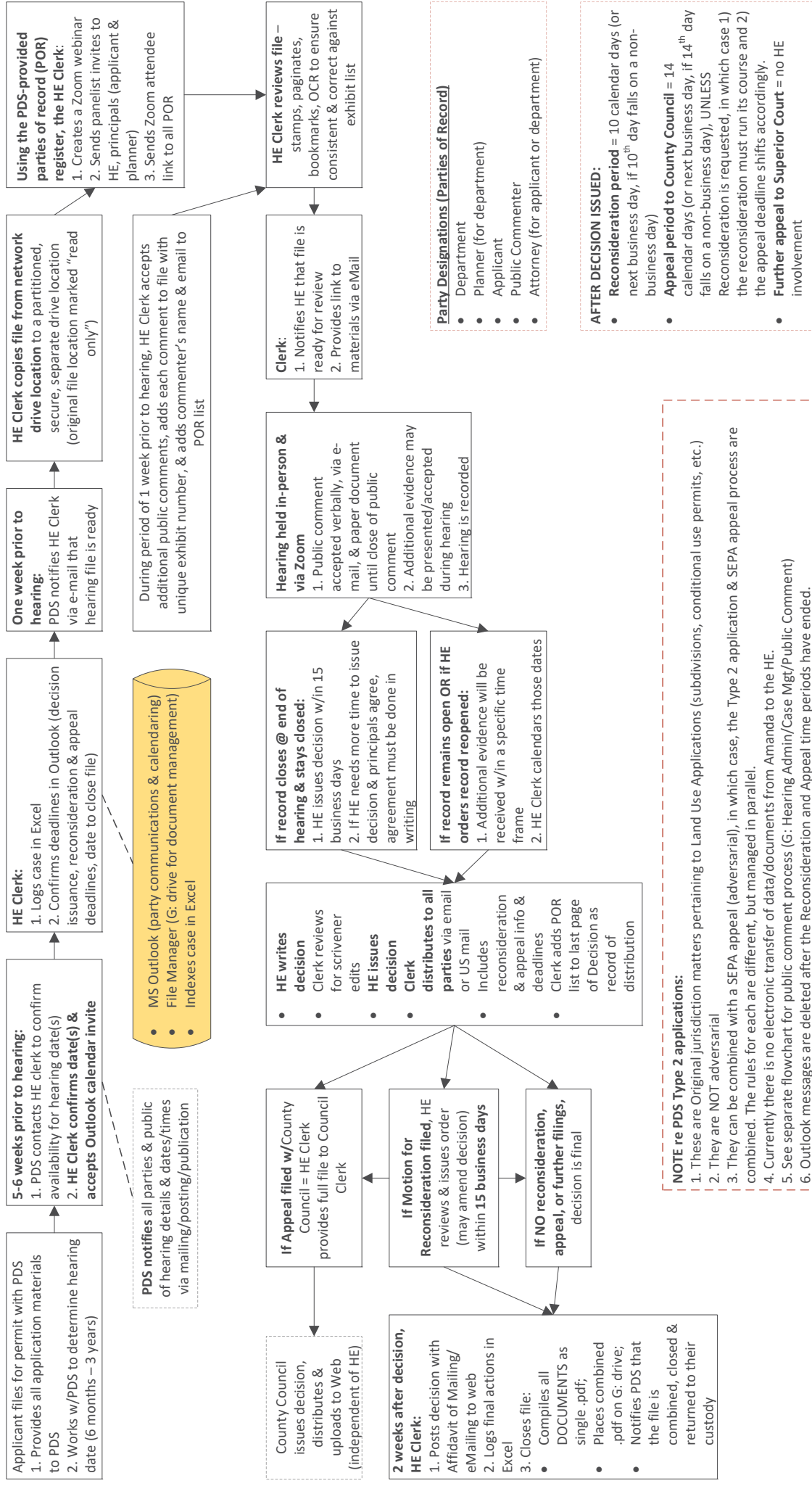
Blue = work and review by the Administrative Hearings Clerk

Buff = processes by external users or automated processes

[illegible]

- **Reconsideration period** = 10 calendar days (or next business day, if 10th day falls on a non-business day)
- **Appeal to Superior Court** = 21 business days; calculated by statute; no HE involvement

Hearing Examiner (HE): Land Use Type 2 Applications (PDS)





Snohomish County

Hearing Examiner's Office

3000 Rockefeller Ave., M/S 405

Everett, WA 98201

(425) 388-3538

Hearing.Examiner@snoco.org

www.snoco.org

Peter Camp

Hearing Examiner

AFFIDAVIT OF MAILING OR EMAILING

APPELLANT/APPLICANT: [APPELLANT] [APPLICANT]

PROJECT: [PROJECT NAME]

FILE NO.: [FILE NO]

DOCUMENTS: [DOCUMENT TYPE]

I, [CLERK], [CLERK TITLE], certify under penalty of perjury under the laws of the State of Washington that:

1. I have been authorized by the Snohomish County Hearing Examiner to mail and/or email hearing notices required by SCC 2.02.125(10) and other official office documents.
2. I have made a good-faith effort to mail and/or email the above-described document to each person entitled thereto. The names and addresses of the persons to whom I mailed and/or emailed said document are listed on the attached page(s).
3. I emailed, mailed, and/or certified mailed said document on [DATE].

Signed at Everett, Washington on [DATE].

[CLERK]

[CLERK],

[CLERK TITLE]

CERTIFIED MAIL # (if applicable):

[CERT MAIL TRACKING NUMBER]

HE SAMPLE TEMPLATE 2



**Snohomish County
Office of Hearings Administration**

3000 Rockefeller Ave., M/S 405

Everett, WA 98201

(425) 388-3538

Hearing.Examiner@snoco.org

www.snoco.org

Peter Camp

Hearing Examiner

NOTICE OF HEARING

Subject: Appeal from a [MATTER TYPE]
File No.: [FILE NO]
Appellant(s): [APPELLANT]
Respondent: Snohomish County Auditor's Office – Animal Services

OPEN RECORD HEARING DATE & TIME

An open record hearing in this matter is scheduled on [HEARING DATE], [HEARING TIME]. Anyone may attend the hearing either in-person or remotely by Zoom.

HYBRID HEARING INFORMATION

Hearings will be a hybrid of in-person and Zoom webinar format. The hearing will occur simultaneously in-person at 3000 Rockefeller Ave., Robert Drewel building, Stillaguamish Room, and on the internet in a Zoom webinar.

Specific Zoom login information for panelists (appellant and respondent) will be sent separately to each panelist. Please feel free to contact the Clerk with questions at Hearing.Examiner@snoco.org or by calling (425) 388-3538.

Information for the public to observe as attendees will be posted on the Hearing Examiner's web page at snoco.org

BACKGROUND

On [NOV ISSUED DATE], a Notice of Violation for [MATTER TYPE] was issued to [APPELLANT], who filed an appeal on [DATE FILED].

The appeal will be processed in accordance with Snohomish County Code §9.12.101 and §2.02.125 and the Hearing Examiner's Rules of Procedure. Parties should familiarize themselves with Rules 4 and 5, pertaining to pre-hearing and hearing procedures, available at the Hearing Examiner's website at snoco.org

The Hearing Examiner recommends that opposing parties discuss settlement prior to the hearing. If settlement is reached prior to the scheduled hearing please advise the Office of Hearings Administration.

PARTIES' CONTACT INFORMATION

The contact person for each principal party is as listed below. All correspondence between a principal party and the Office of Hearings Administration regarding this matter must be copied to all parties at the email or addresses described below. The Office of Hearings Administration prefers email, if feasible. H. Ex. R. of Proc. 1.8 (2023).

Each principal party is solely responsible for informing the Office of Hearing Administration and all other principal parties of any change in the name, address, email, and telephone of its contact person.

	APPELLANT	RESPONDENT
Contact Information:	[APPELLANT] [APPELLANT ADDRESS] [APPELLANT PHONE] [APPELLANT EMAIL]	Snohomish County Animal Services 3000 Rockefeller Ave., M/S 306 Everett, WA 98201 425-388-3440 animalservices@snoco.org

PRE-FILING SCHEDULE (See Rule 4)

[AUD EXH DUE DATE]	Deadline for Auditor to electronically file any substantive exhibits, list of witnesses and supporting information about any expert witnesses to the Office of Hearings Administration and Appellant. (See Rule 4.7(b)) (21 days prior to hearing)
[APPELLANT EXH DUE DATE]	Deadline for Appellant to electronically file any substantive exhibits, list of witnesses and supporting information about any expert witnesses to the Office of Hearings Administration and Auditor's Office. (See Rule 4.7(b)) (14 days prior to hearing)
[AUD REPORT DUE DATE]	Deadline for Auditor to electronically file the Departmental Summary Report. (See Rules 4.1(b) and 4.2(b)) (7 days prior to hearing)

DISABILITY NOTICE:

If you have a disability (as defined by federal or state law) and need assistance to participate in a hearing, please promptly contact a clerk of the Office of Hearings Administration. Phone: 425.388.3538. Email: hearing.examiner@snoco.org TDD: 425.388.3700.

ORDER issued [DATE].

Peter B. Camp
Hearing Examiner

HE SAMPLE TEMPLATE 3

BEFORE THE HEARING EXAMINER IN AND FOR THE COUNTY OF SNOHOMISH

[APPELLANT],

Appellant,

Snohomish County Auditor's Office,

Respondent,

[FILE NO]

[ORDER TYPE] Order Acknowledging
Withdrawal of Appeal

A. BACKGROUND

Snohomish County Auditor's Office issued a [CASE TYPE] [CASE SUBTYPE] to [APPELLANT] on [NOTICE
ISSUE DATE]. Appellant filed an appeal on [DATE FILED]. On [WITHDRAWN DATE] the appellants emailed the Office of Hearings Administration requesting to withdraw their appeal.¹

B. ORDER

It is hereby ORDERED that: (a) appellants' withdrawal of their appeal is acknowledged;² (b) the hearing scheduled for [HEARING DATE], is cancelled; and (c) this case is dismissed.
DATED [ISSUE DATE].

Peter B. Camp
Snohomish County Hearing Examiner

¹ Ex. P.1

² H. Ex. R. of Proc. 7.1(b) (2023).

RECONSIDERATION AND APPEAL PROCEDURES

The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see chapters 30.85 and 2.02 SCC and the respective Hearing Examiner Rules of Procedure.

1. RECONSIDERATION

A principal party may request reconsideration by the Hearing Examiner by filing a petition for reconsideration no later than **[RECONSIDERATION DEADLINE]**.³

Filing

The petition for reconsideration must be filed in writing with the Office of Hearings Administration, 2nd Floor, Robert J. Drewel Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S No. 405, 3000 Rockefeller Avenue, Everett WA 98201) or by email to Hearing.Examiner@snoco.org. Irrespective of method of delivery, a petition for reconsideration is deemed filed when it is delivered by the close of business on the deadline or if the email is timestamped on or before the deadline. There is no fee for filing a petition for reconsideration. The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing. SCC 30.85.210(1).

Contents

A petition for reconsideration does not have to be in a special form but must:

- (a) Contain the petitioner's name, petitioner's mailing address, petitioner's daytime telephone number, and the signature of the petitioner or of the petitioner's attorney, if any;
- (b) Identify the specific findings, conclusions, actions, and conditions for which reconsideration is requested;
- (c) State the relief requested; and,
- (d) If applicable, identify the specific nature of any newly discovered evidence and changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded his jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions, or conditions are not supported by the record; or
- (e) The petitioner discovered new evidence which could not reasonably have been produced at the hearing and which is material to the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.85.210. Please include the county file number in any correspondence regarding this case.

Appeal

This order may not be appealed. H. Ex. R. of Proc. 7.2 (2023).

Staff Distribution:

Snohomish County Auditor's Office, Animal Services Division: **[RESPONDENT PERSON]**

³ The tenth day is not a business day. The deadline therefore extends to the next business day.
Combined HE Templates

HE SAMPLE TEMPLATE 4



**Snohomish County
Office of Hearings Administration**

3000 Rockefeller Ave., M/S 405
Everett, WA 98201
(425) 388-3538

Hearing.Examiner@snoco.org
www.snoco.org

Peter Camp
Hearing Examiner

NOTICE OF HEARING

Subject: Appeal from a [MATTER TYPE]
File No.: [FILE NO]
Appellant(s): [APPELLANT]
Respondent: Snohomish County Department of Planning and Development Services –
Code Enforcement (PDS)

OPEN RECORD HEARING DATE & TIME

An open record hearing in this matter is scheduled for [HEARING DATE], at [HEARING TIME].
Anyone may attend the hearing either in-person or remotely by Zoom.

HYBRID HEARING INFORMATION

Hearings will be a hybrid of in-person and Zoom webinar format. The hearing will occur simultaneously in-person at 3000 Rockefeller Ave., Robert Drewel building, Stillaguamish Room, and on the internet in a Zoom webinar.

Specific Zoom login information for panelists (appellant and respondent) will be sent separately to each panelist. Please feel free to contact the Clerk with questions at

Hearing.Examiner@snoco.org or by calling (425) 388-3538.

Information for the public to observe as attendees will be posted on the Hearing Examiner's web page at snoco.org

BACKGROUND

A citation was issued on [NOV ISSUED DATE], and an appeal was filed [DATE FILED]. The appeal will be processed in accordance with Snohomish County Code §30.85.120 (SCC) and the Rules of Procedure of the Snohomish County Hearing Examiner. Parties should familiarize themselves with Rules 4 and 5, which can be found at the Hearing Examiner's page at the snoco.org website

Snohomish County Code allows imposition of a civil penalty as follows:

- The first violation of a non-commercial nature will carry a penalty per violation of \$150.00 per SCC 30.85.130.
- The first violation of a commercial nature will carry a penalty per violation of \$250.00 per SCC 30.85.130.
- Repeat violations will result in double the monetary penalties per SCC 30.85.130.

PARTIES' CONTACT INFORMATION

The contact person for each principal party is as listed below. When a principal party sends correspondence or other materials to the Office of Hearings Administration, the sending principal party must also simultaneously send the same correspondence or material to the other principal party.

Each party is solely responsible for informing the Office of Hearings Administration and all other principal parties of any change in the name, postal address, email address, and telephone of its contact person.

	APPELLANT	RESPONDENT
Contact Information:	[APPELLANT] [APPELLANT ADDRESS] [APPELLANT PHONE] [APPELLANT EMAIL]	Department of Planning & Development Services (PDS) – Code Enforcement Attn.: [RESPONDENT PERSON] 3000 Rockefeller Ave. M/S 604 Everett, WA 98201 [RESPONDENT PHONE] [RESPONDENT EMAIL]

OPEN RECORD HEARING INFORMATION

Failure to appear and participate by a principal party may result in a ruling against that principal party.

The hearing will be held pursuant to Snohomish County Code chapters 30.85.120 and 2.02. Each principal party has rights set out at SCC 2.02.140(2) and in the Rules of Procedure. Rule of Procedure no. 5 allows principal parties:

To call, examine and cross-examine witnesses subject to the pre-filing requirements and exceptions set out in the Hearing Examiner's Rules of Procedure 8 and 5.3.

To introduce documentary and physical evidence.

To rebut evidence against them.

To represent themselves (if an individual) or to be represented by an attorney of their choice who is lawfully admitted to practice law in the State of Washington.

PDS has the burden of proving the violation by a preponderance of evidence.

DISABILITY NOTICE:

If you have a disability (as defined by federal and state law) and need assistance to participate in a hearing, please promptly contact a clerk of the Office of Hearings Administration. Phone: 425.388.3538. Email: hearing.examiner@snoco.org TDD: 425.388.3700.

ORDER issued [DATE].

Peter B. Camp
Hearing Examiner

BEFORE THE HEARING EXAMINER
IN AND FOR THE COUNTY OF SNOHOMISH

[APPELLANT NAME], Appellant, vs. Snohomish County [RESPONDENT DEPARTMENT], Respondent.	No.	[CASE NUMBER] Scheduling Order
---	-----	---

A pre-hearing conference was held on [PREHEARING CONFERENCE DATE]. [APPELLANT ATTORNEY], Esq., of [APPELLANT ATTORNEY CITY], Washington, appeared for appellants. Snohomish County Deputy Prosecuting Attorney [RESPONDENT DEPARTMENT ATTORNEY], Esq., appeared for Snohomish County [RESPONDENT DEPARTMENT]. The following schedule supersedes any conflicting dates identified in the Hearing Examiner's Rules of Procedure.

General

Documents should be filed with the Office of Hearings Administration by emailing them to Hearing.Examiner@snoco.org and copies sent to the other principal parties.⁴ In the event files are too large for email, arrangements for a shared facility may be made with the Clerk.

The party filing documents other than exhibits (such as pleadings, motions, and affidavits/declarations) must file a declaration of service demonstrating that the documents were served on the other principal parties. A sample form is attached at the end of this document; the declaration should substantially conform to the sample. The declaration may be filed as a separate document or appended to the foot of the document filed. Failure to serve other parties will likely result in the documents not being considered or acted upon. Parties are encouraged to contact the Clerk with any questions about declarations of service.

DISPOSITIVE MOTIONS

[DISP MOT DEADLINE
DATE]

Deadline for filing dispositive motions.

[DISP MOT RESPONSE
DATE]

Responses due.

[DISP MOT REPLY DATE]

Due date for replies by moving parties to the responses.

[DISP MOT DEC DUE]

Tentative date by which Hearing Examiner expects to rule.

⁴ Principal parties are the appellants and respondent county department. H. Ex. Rule of Proc. 1.1(i) (2021).
Combined HE Templates

Exhibits – FORMAT

Duplicates of exhibits should be avoided and not offered into evidence. Each exhibit should have a specific purpose in proving or disproving one or more material facts. If an exhibit does not prove or disprove a specific material fact, the offering party should reconsider its offer.

Numbering and Stamping. For each exhibit listed in the final exhibit list, the parties shall stamp the first page with the case number and exhibit number and paginate the exhibit. Each principal party has a different preliminary alpha designator. Parties should consult with the Clerk regarding their numbering.

Exhibits should be submitted in the following formats:

Photographs	Printed in PDF format. Each photograph should be a separate PDF.
Audio	.WMV format.
Video	.MP4
Powerpoint	Slide deck should be printed in PDF format, not .pptx format.
Documents	.PDF format. Each PDF with any text should be OCR'd (enhanced scan), and pages individually paginated (even, and especially, if the original document lacks page numbers) and marked with exhibit number. Documents exceeding ten pages should either have a linked table of contents (allowing the reader to jump to a later section) or should be bookmarked. Attachments and exhibits should <u>always</u> be bookmarked in the PDF.

Exhibits in PDF format should edit the file title in the properties sheet for to begin with the exhibit number (e.g., A.1), followed by a brief title or summary (e.g., geotechnical report).

The image shows a screenshot of the 'Document Properties' dialog box, specifically the 'Description' tab. The 'File' field is labeled 'A.1 Example Exhibit.pdf'. The 'Title' field is highlighted with a red circle and contains the text 'A.1 Example Exhibit'. Below the 'Title' field are fields for 'Author:', 'Subject:', and 'Keywords:', all of which are currently empty.

Exhibit lists, Witnesses, and Other Filings

Exhibits or witnesses not disclosed will be excluded unless good cause is shown, e.g., the need for the witness or exhibit could not reasonably be anticipated in time to disclose the exhibit or witness.

No party is required to list an exhibit listed by another party. A party may rely on another party's listing of an exhibit and use that exhibit, even if the disclosing party does not use it. Such an exhibit retains its original number.

Exhibits will be deemed admitted without offering each individually unless an objection is indicated in the exhibit list. In that case, the exhibit must be offered individually.

Exhibits, witness and exhibit lists, department report, and hearing briefs are due as follows:

Preliminary Lists

[WIT/EXH EXCHANGE DUE] – Appellant and **[RESPONDENT DEPARTMENT]** simultaneously exchange preliminary lists of exhibits and witnesses. The preliminary lists should **not** be filed with the Office of Hearings Administration. Counsel should confer regarding elimination of duplicate exhibits and indicate to each other whether they agree or object to the admission of each exhibit. Copies of any proposed exhibits should be provided to the other principal party if needed. The witness list should identify the witnesses, briefly describe the subject matter of their testimony, and include experts' *curriculum vitae*. Duplicate exhibits should be avoided to the greatest extent possible.

Final Lists and Exhibits

[WIT EXH DUE TO CLERK] – Appellants and **[RESPONDENT DEPARTMENT]** file their final exhibit and witness lists and their listed exhibits with the Office of Hearings Administration. The final exhibit lists should indicate whether each exhibit can be admitted by agreement or whether a party objects to its admission. The witness list should identify the witnesses and briefly describe the subject matter of their testimony.

Departmental Report

[DEPT REPORT DUE] – **[RESPONDENT DEPARTMENT]**'s departmental report due.

Hearing Briefs (optional)

[HEARINGS BRIEFS DUE]

Proposed Findings of Fact and Conclusions of Law (optional)

[F&C DUE] – optional proposed findings and conclusions are encouraged, but not required. Electronic copy in Word format appreciated.

Closing Argument

At their individual option, parties may present closing arguments orally at the end of the open record hearing.

Open Record Hearing

The open record hearing on the appeal will begin at [HEARING TIME] on [HEARING DATE] in the Stillaguamish Room (public meeting room no. 2), 3000 Rockefeller Ave., Everett, Washington 98201. The hearing will be conducted simultaneously in person and by Zoom. The Clerk will advise the parties of the Zoom login information. The hearing is expected to last no more than one day.

The hearing will be conducted simultaneously in person and by Zoom. The Clerk will advise the parties of the Zoom login information. Principal parties, including their counsel and representatives, and witnesses may attend either remotely or in-person. Principal parties should advise the Clerk in advance whether they (and their counsel) will attend in-person or remotely.

ORDER OF PRESENTATION

To present exhibits on the screen in the hearing room (and on Zoom), a principal party should ask the Clerk to put the exhibit on screen and identify the PDF page number the party desires to use.

2. COMBINED LAND USE APPLICANT/SEPA HEARING

This is a combined land use application and SEPA appeal hearing. The principal party with the burden of proof will open and close. The applicant has the burden of proof regarding its application and the appellant has the burden of proof regarding its appeal of the threshold SEPA determination.

The order of presentation will be:

1. Land Use Application
 - a. Applicant presentation of application
 - b. PDS description of review of application
 - c. Public comment; public comment then closed
 - d. PDS response to public comment
 - e. Applicant response to public comment
2. SEPA appeal
 - a. Opening statements (optional)
 - b. Appellant case in chief
 - c. PDS case in chief
 - d. Applicant case in chief
 - e. Appellant rebuttal case, if any

- f. Closing argument (optional)

3. OTHER TYPE 1

The principal party with the burden of proof will open and close. The appellant has the burden of proof regarding its appeal of PDS's decision.

The order of presentation will be:

- a. Opening statements (optional)
- b. Appellant case in chief
- c. Applicant case in chief
- d. PDS case in chief
- e. Appellant rebuttal case, if any
- f. Closing argument (optional)

Additional Prehearing Conferences

Any principal party may request a further pre-hearing conference. The parties are urged to confer first and then discuss scheduling with the Clerk.

ORDER issued [ORDER ISSUANCE DATE].

Peter B. Camp
Snohomish County Hearing Examiner

EXPLANATION OF RECONSIDERATION

This is an interim order from which no right of appeal lies. However, reconsideration by the Examiner may also be sought as provided by SCC 2.02.170 (2013). The following paragraphs summarize the reconsideration process. For more information about reconsideration procedures, please see chapter 2.02 SCC and the Hearing Examiner Rules of Procedure.

Reconsideration

Reconsideration may be requested pursuant to SCC 2.02.170 (2013). A petition for reconsideration must be filed in writing with the Office of Hearings Administration, 3000 Rockefeller Avenue, M/S #405, Everett WA 98201, **on or before [RECONSIDERATION DEADLINE]**. There is no fee for filing a petition for reconsideration. The petitioner for reconsideration shall mail or otherwise provide a copy of the petition of reconsideration to all parties to the appeal on the date of filing.

The petition for reconsideration does not have to be in any special form but must:

- (a) Contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any;
- (b) Identify the specific findings, conclusions, actions, and conditions for which reconsideration is requested;
- (c) State the relief requested; and,
- (d) Where applicable, identify the specific nature of any newly discovered evidence and changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner's decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions, or conditions are not supported by the record; or
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered.

Please include the county file number in any correspondence regarding this case.

Attachment A – Sample Declaration of Service

I, [insert name], hereby declare that I caused to be delivered [insert name of document] and this declaration of service on the following parties by the method checked below:

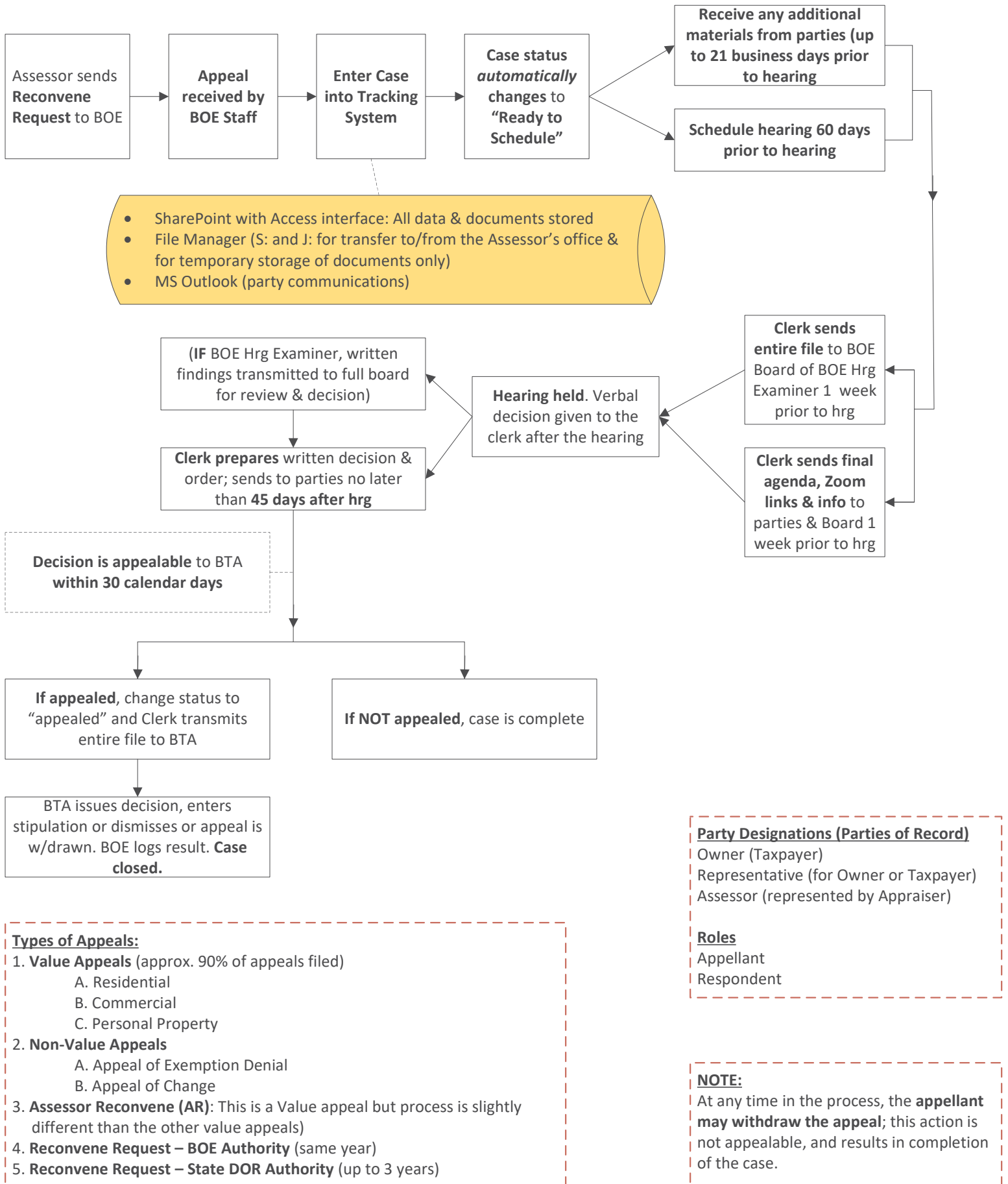
<u>[insert names of counsel or unrepresented parties—all parties should be served]</u>	<input type="checkbox"/>	US mail, first class postage prepaid
	<input type="checkbox"/>	Hand delivered
	<input type="checkbox"/>	Overnight courier
	<input type="checkbox"/>	Electronically via email to: <u>[insert email addresses]</u>
	<input type="checkbox"/>	Facsimile
<u>[insert names of counsel or unrepresented parties]</u>	<input type="checkbox"/>	US mail, first class postage prepaid
	<input type="checkbox"/>	Hand delivered
	<input type="checkbox"/>	Overnight courier
	<input type="checkbox"/>	Electronically via email to: <u>[insert email addresses]</u>
<u>[repeat as needed]</u>	<input type="checkbox"/>	Facsimile

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.
DATED this __ day of _____, 202_ at [insert name of city or town where signed], Washington.

[typed/printed name]

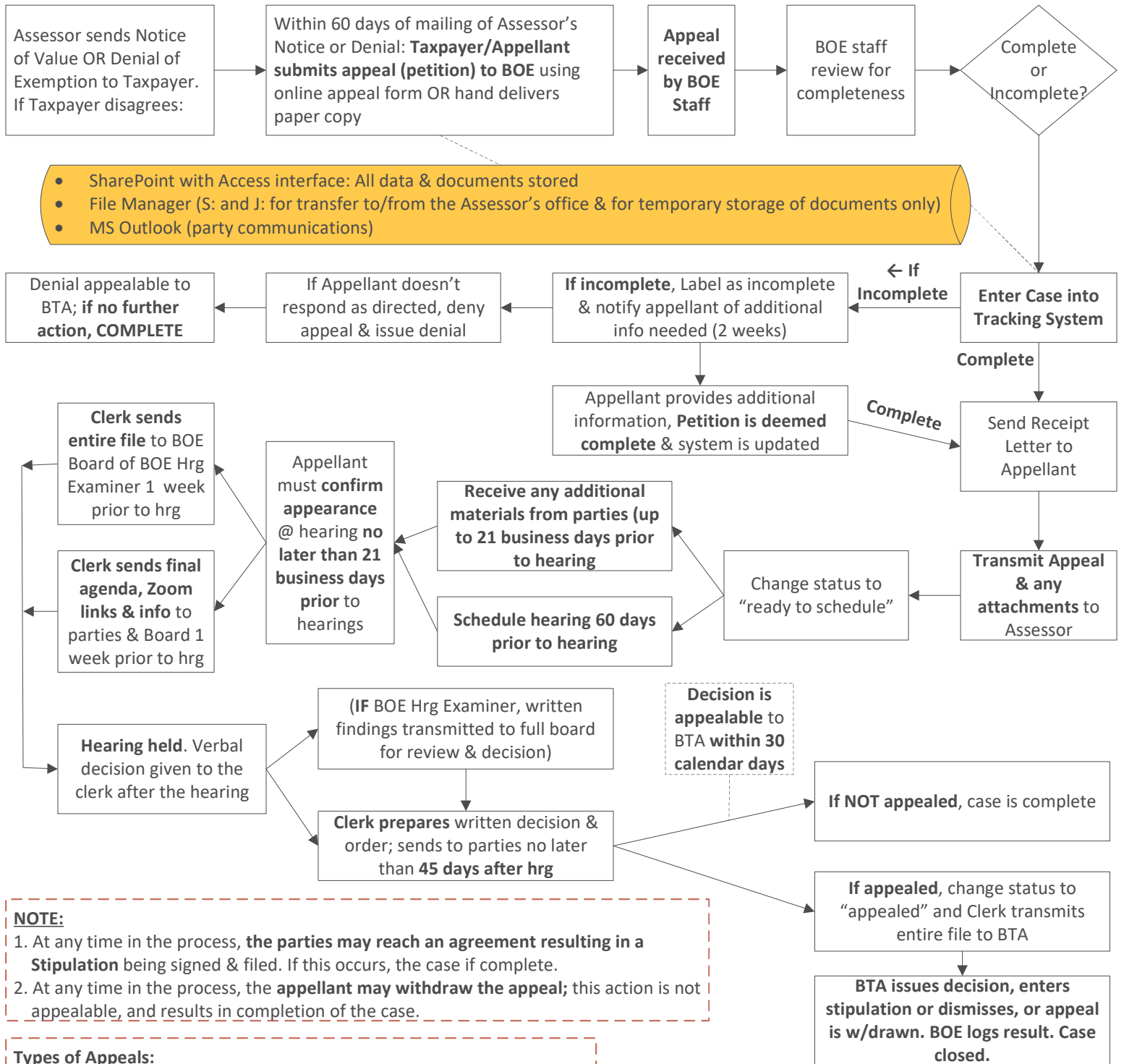
BOE Appeals

Flow of Reconvene Request by Assessor



BOE Appeals

Flow of Non-Value Appeals



NOTE:

- At any time in the process, **the parties may reach an agreement resulting in a Stipulation** being signed & filed. If this occurs, the case is complete.
- At any time in the process, the **appellant may withdraw the appeal**; this action is not appealable, and results in completion of the case.

Types of Appeals:

- Value Appeals** (approx. 90% of appeals filed)
 - Residential
 - Commercial
 - Personal Property
- Non-Value Appeals**
 - Appeal of Exemption Denial
 - Appeal of Change
- Assessor Reconvene (AR):** This is a Value appeal but process is slightly different than the other value appeals
- Reconvene Request – BOE Authority** (same year)
- Reconvene Request – State DOR Authority** (up to 3 years)

Party Designations (Parties of Record)

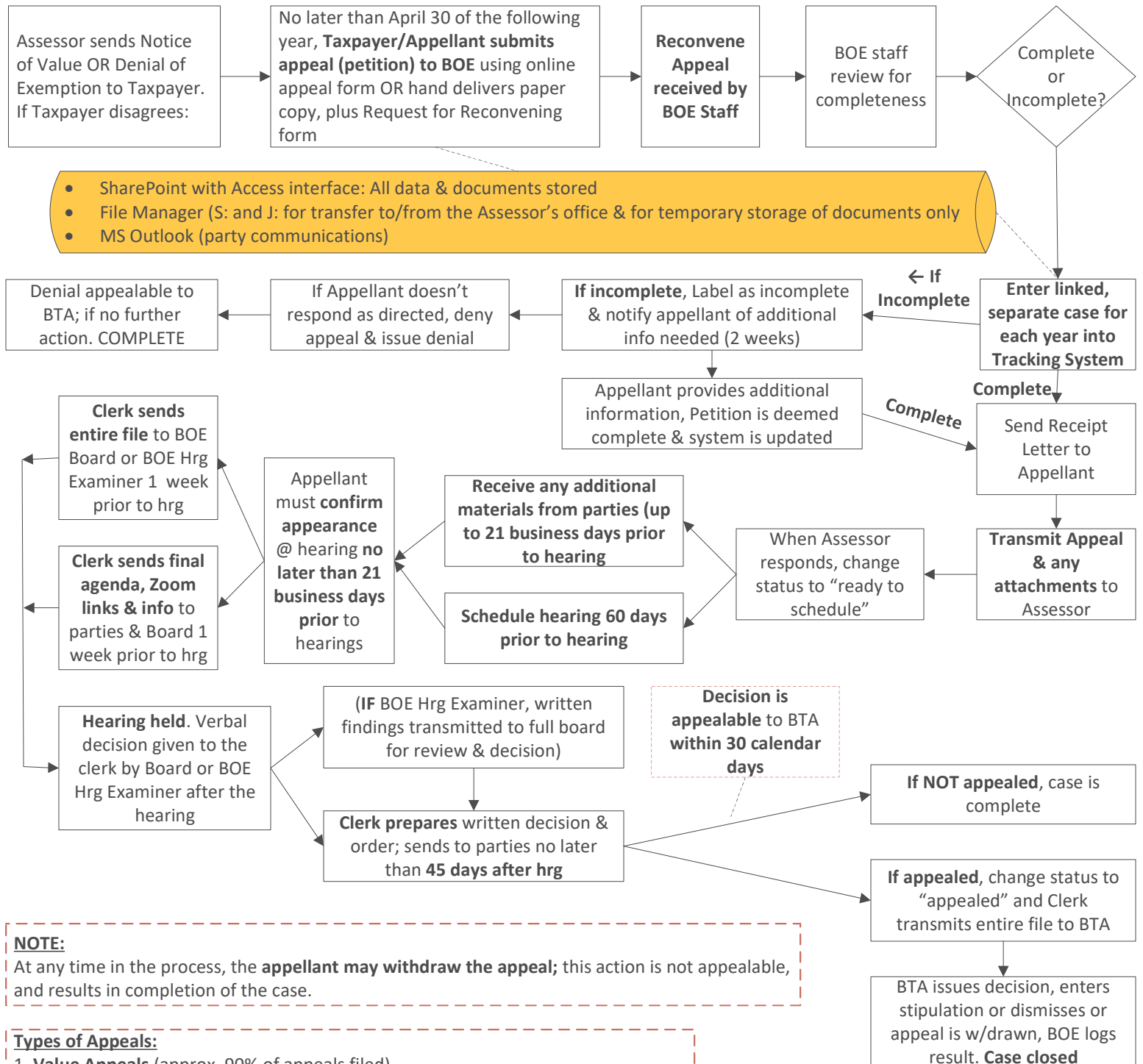
Owner (Taxpayer)
 Representative (for Owner or Taxpayer)
 Assessor (represented by Appraiser)

Roles

Appellant
 Respondent

Flow of Reconvene Request – BOE Authority

BOE Authority: for request submitted by taxpayer/representative after appeal deadline but before April 30 of the following year (Codes 1 – 5)



NOTE:

At any time in the process, the **appellant may withdraw the appeal**; this action is not appealable, and results in completion of the case.

Types of Appeals:

1. **Value Appeals** (approx. 90% of appeals filed)
 - A. Residential
 - B. Commercial
 - C. Personal Property
2. **Non-Value Appeals**
 - A. Appeal of Exemption Denial
 - B. Appeal of Change
3. **Assessor Reconvene (AR):** This is a Value appeal but process is slightly different than the other value appeals)
4. **Reconvene Request – BOE Authority** (same year)
5. **Reconvene Request – State DOR Authority** (up to 3 years)

Party Designations (Parties of Record)

- Owner (Taxpayer)
- Representative (for Owner or Taxpayer)
- Assessor (represented by Appraiser)

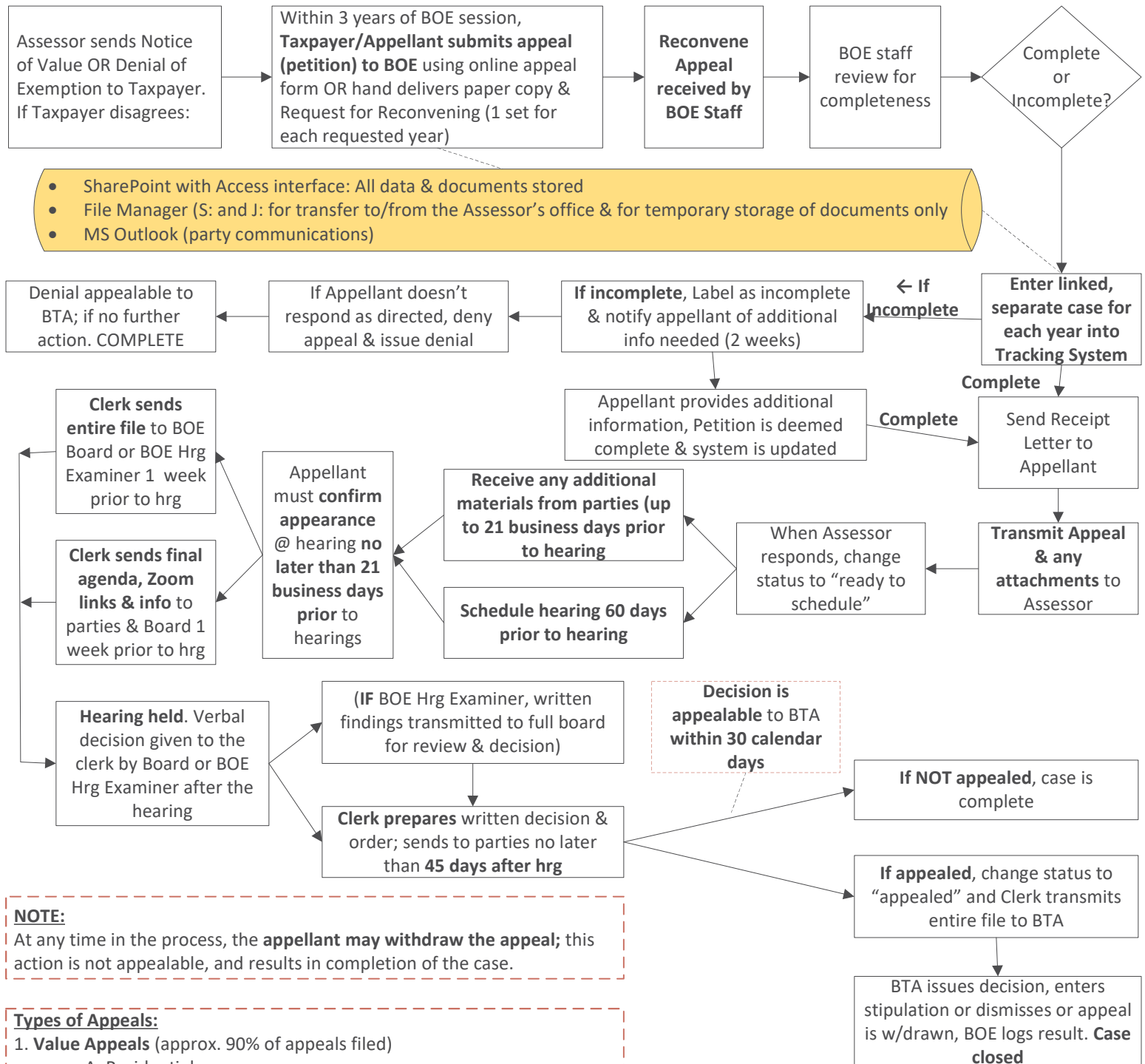
Roles

Appellant
Respondent

BOE Appeals

Flow of Reconvene Request – State DOR Authority

State Dept. of Revenue Authority: for requests submitted by either the Assessor OR taxpayer/representative to reconvene up to 3 years (codes 6 - 7)



Types of Appeals:

1. **Value Appeals** (approx. 90% of appeals filed)
 - A. Residential
 - B. Commercial
 - C. Personal Property
2. **Non-Value Appeals**
 - A. Appeal of Exemption Denial
 - B. Appeal of Change
3. **Assessor Reconvene (AR):** This is a Value appeal but process is slightly different than the other value appeals)
4. **Reconvene Request – BOE Authority** (same year)
5. **Reconvene Request – State DOR Authority** (up to 3 years)

Party Designations (Parties of Record)

Owner (Taxpayer)
Representative (for Owner or Taxpayer)
Assessor (represented by Appraiser)

Roles

Appellant
Respondent

From: [BOE Clerk](#)
To: [Petitioner](#)
Subject: Incomplete Petition
Date: Wednesday, February 19, 2025 2:22:39 PM

Dear Petitioner:

We have received your petition for the parcel in the subject line of this email, but have deemed it incomplete. To process your petition, we need the information below:

Copy of your 2024 Assessed Value Notice – if you are unable to locate your notice, you may may retrieve a copy of your notice from the Assessor’s website: [Assessed Value Notices Order By Parcel Number | Snohomish County, WA - Official Website](#)

You can attach a scan to your reply, or take a picture and email it back to us.

A separate petition for each parcel you wish to appeal.

Parcel Number (item 1)

Address / Phone number / Signature / Date

Agent Authorization – Please provide a document signed by the owner that grants you the authority to handle this appeal (or power of attorney document)

Incorrect values: values listed as *Assessors Determination* in item 3(a) are either incorrect or outdated. You may appeal the 2024 assessed value (for taxes payable in 2022) at this time if you wish. Please attach a copy of the **2024 Official Notice of Assessed Value** to your petition.

Estimate the value you believe is true and fair in item 3(b) on the petition forms.

Specific reasons that you are contesting the value (item 4). Please note that current market sales are the best indicator of market value. Other valid reasons may include physical or environmental problems that require cost to cure. Inadequate reasons or evidence includes assessments of other properties, percentage of increase, or amount of taxes paid.

Please reply with the requested information as soon as possible, but no later than **XX/XX/XXXX**

If your petition is still incomplete at that time, it will be denied by the Board of Equalization, and removed from their active docket.

If you have any questions or need assistance, please don’t hesitate to call or email.

NOTICE OF INCOMPLETE PETITION ([WAC 458-14-056](#))

Clerk Name

Administrative Hearings Clerk
Snohomish County Office of Hearings Administration
Board of Equalization
425-388-3407

NOTICE: All communications to and from Snohomish County are public records and may be subject to disclosure (Chapter 42.56 RCW).

From: [BOE Clerk](#)
To: [Assessor Rep](#)
Subject: Withdrawal Received For Petition(s) 1025-24R Scheduled for 3/20/2025 10:15:00 AM Hearing.
Date: Thursday, February 6, 2025 8:01:00 AM

Reason: Withdrawal Received

Please review the calendar for changes to the petition(s).

Clerk Name

Clerk of the Snohomish County Board of Equalization

«SDate»

«RName»
«RepBusiness»
«ContactAddress»

Re: «AcctType» «Suffix»

Dear Appellant:

A Hearing Examiner of the Snohomish County Board of Equalization will convene a hearing to consider petition «PTitle» for the property Parcel ID noted above, at the time and place below:

DATE: «HearDate»

TIME: «HearingTime»

Confirmation is required (see attached form). Unconfirmed hearings will be held without argument.

PLACE: **Zoom/Phone.** One week prior to the hearing, information will be provided to appellants who have confirmed their attendance with the Clerk.

If you would like to appear in person for your hearing, contact the Clerk at least 1 week prior to your hearing so accommodation can be made.

This is a quasi-judicial hearing. A total of «HLength» minutes is allocated for this hearing.

If you wish to withdraw this petition from a hearing, please inform this office within a week of receiving this letter so that we can schedule another appellant in your time slot.

Any additional comparable sales information or other documentary evidence you wish to submit for the hearing or a letter of testimony on your behalf if you cannot attend, must be received at the Board of Equalization at least **twenty one business days** before the hearing (RCW 84.48.150). The last day to submit this information is «Rdate». WAC 458-14-066(4) requires a separate copy of the material be submitted via mail or in person directly to the Assessor.

Sincerely,

Clerk, Snohomish County Board of Equalization



«Date»

ReceiptLtr»

«AcctType»

Petition #: «PetTitle»

Date Received: «Receipt»

«Petitioner»

«RepBusiness»

«ContactAddress»

PETITION RECEIPT LETTER

Dear Petitioner:

Thank you for submitting your petition appealing the assessed value of the above listed property number for the 20«PetYear» assessment year, with taxes payable in 20«TaxYear». A copy of your petition has been sent to the Assessor's Office for their review. Based on the evidence provided within your petition, the Assessor may choose to recommend an adjustment in the assessed value. If this occurs and you agree to the Assessor's stipulated or recommended value, a hearing will likely be unnecessary.

If your petition is not resolved in this manner, your petition will be scheduled for a hearing on a first come, first served basis. The scheduling of your future hearing will depend on the volume of appeals and the timing of your petition filing. The Board typically receives about 1,500 appeals each year. While the Board and staff make every effort to expeditiously schedule hearings, it may be a while before you receive a Notice of Hearing. Notices typically are sent approximately eight (8) weeks prior to the hearing.

If you have not had a hearing or received a decision prior to the date your property taxes are due, it is important to pay your taxes on time to avoid penalties and interest. Any adjustments as a result of your appeal will be reflected in either a revised tax statement or a refund, depending on timing. If your appeal is still awaiting hearing or issuance of a Board Order when you receive a new Official Property Value Notice for the succeeding assessment year, you must file a new complete petition to protect your appeal rights for that year.

Keep in mind that you are able to submit additional documentary evidence to the Board (comparable sales, appraisals, contractor estimates, etc.) to support your petition, as long as it is provided **at least twenty one (21) business days before the hearing**. Washington statute requires that you also provide a separate copy to the Assessor. If your appeal involves residential property and you need help finding comparable sales the Assessor's website may provide additional information.

If you have any questions regarding the process, please feel free to call our office. Please have your petition number handy so that we may better assist you.

Clerk, Snohomish County Board of Equalization



«DDate»

«HearingRepName»

«RepBusiness»

«ContactAddress»

ORDER OF THE SNOHOMISH COUNTY BOARD OF EQUALIZATION

Petition: «PetNumber»-«PetYear»«PetType»

Owner: «OwnerName»

«AcctType»

Parcel Address: «Situs»

Assessment Year: 20«PetYear»

for Taxes Payable In: 20«TaxYear»

Date Heard: «HearDate»

Petitioner: «HearingRepName» «Appearance»

Assessor's Rep: «HearingAppraiser»

«BOEDecisionNotes»

Assessor's Original Value

Land	\$	«NoticeLand»
Improvements	\$	«NoticeImprovement»
Total Value	\$	«NoticeTotal»

Board's Value Determination

	\$	«BOELand»
	\$	«BOEImprovement»
	\$	«BOETotal»

A motion to accept the above decision was moved and seconded. The motion carried.

 Chair, Snohomish County Board of Equalization

 Clerk, Snohomish County Board of Equalization

This order can be appealed to the State Board of Tax Appeals by filing a notice of appeal with them at P.O. Box 40915, Olympia, WA 98504-0915, within thirty (30) days of «DDate». The Notice of Appeal form is available from the County Board at (425) 388-3407 or the State Board of Tax Appeals at (360) 753-5446. These forms may also be downloaded from the State Board's internet site at <http://bta.state.wa.us/appeal/property.htm>.

BOE SAMPLE TEMPLATE 4

Board of Equalization

«Location»

«CalendarDate»

«CalendarOfficials»

Tentative Agenda

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

«PetitionTitle»	«OwnerName»	«HearingTime»
«AcctType» «Suffix»	«Representative»	«CallerTelephone»
«HearingAppraiser»	«CalendarReason»	

Petition Hearing Worksheet

05-Feb-25

Petition Number: 0138 24 R

Parcel/Account: <PARCEL NUMBER>

Petitioner: <NAME>

Telephone:

Assessor's Rep: <NAME>

- ☐ Both Parties Appeared
☐ Appellant Did Not Appear
☐ Assessor's Rep Did Not Appear
☐ Neither Party Appeared

Time Hearing Started:

Time Hearing Ended:

Scheduled Start: 9:00 AM

Duration: 20 minutes

Decision

Notice Values

Petitioner's Values

Assessor's Answer

Final Values

Land: <Notice Value>

<Pet Land>

<ASSR Land Answer>

Improvement: <Improvement Value>

<Pet Improv>

<ASSR Improv Answer>

Total Value: <Notice Total>

<Pet Total>

<ASSR Answer Total>

Burden of Proof the Petitioner Has to Overcome:

- ☐ Clear, Cogent and Convincing
☐ Preponderance
☐ Petitioner Did Not Provide Any Evidence

- Determination: ☐ Use the Notice Value (Sustain)
☐ Use the Assessor's Corrected or Recommended Value (Accept)
☐ Use the Petitioner's Value (Adjust)
☐ Use the Board Determined Value Listed Above (Adjust)

New Construction or Uncontested Value After The Original Assessed Value Notice Was Sent:

Additional Notes and Instructions:

☐ A motion to accept the above Decision was moved and seconded.

The motion: ☐ Carried. _____
☐ Failed. _____

Chairman's signature

Hearing Clerk's signature

CERTIFICATION OF MAILING
Snohomish County BOE HEARING DATE OF April 14, 2025

I certify that on February 14, 2025, I personally forwarded by United States mail a true and correct copy of the scheduling letter for the following petitions and Appellants/Property Owner:

Petition #	Appellant/ Property Owner
0100-24R	<APPELLANT NAME>
0630-24R	<APPELLANT NAME>
0617-24R	<APPELLANT NAME>
0638-24R	<APPELLANT NAME>
0479-24R	<APPELLANT NAME>
0550-24R	<APPELLANT NAME>
0544-24R	<APPELLANT NAME>

Clerk, Snohomish County Board of Equalization
Board of Equalization for Snohomish County



Snohomish County

Board of Equalization

3000 Rockefeller Ave. M/S 409
Everett, WA 98201
425-388-3407
boe@snoco.org

<APPELLANT NAME>

<APPELLANT ADDRESS>

****NOTICE OF DENIAL OF APPEAL****

1/24/2025

Parcel ID: <Parcel #>

Petition #: 0634-23E Date

Received: 10/29/2024

Dear Petitioner:

After receiving and reviewing your petition, we sent you the enclosed communication, informing you that your petition was incomplete and requesting additional information. To date, this office has not received the necessary information from you regarding this matter.

Any petition not fully and properly completed cannot be considered by the Board (RCW 84.40.038, WAC 458-14-056). This appeal has been denied, removed from the Board's active docket, and will not be considered further by the Snohomish County Board of Equalization. You may appeal this decision to the Washington State Board of Tax Appeals (see below).

If you believe that you have received this notice in error, or if you have any questions regarding this decision, please contact our office. Please have your petition number handy so that we may better assist you.

Sincerely,

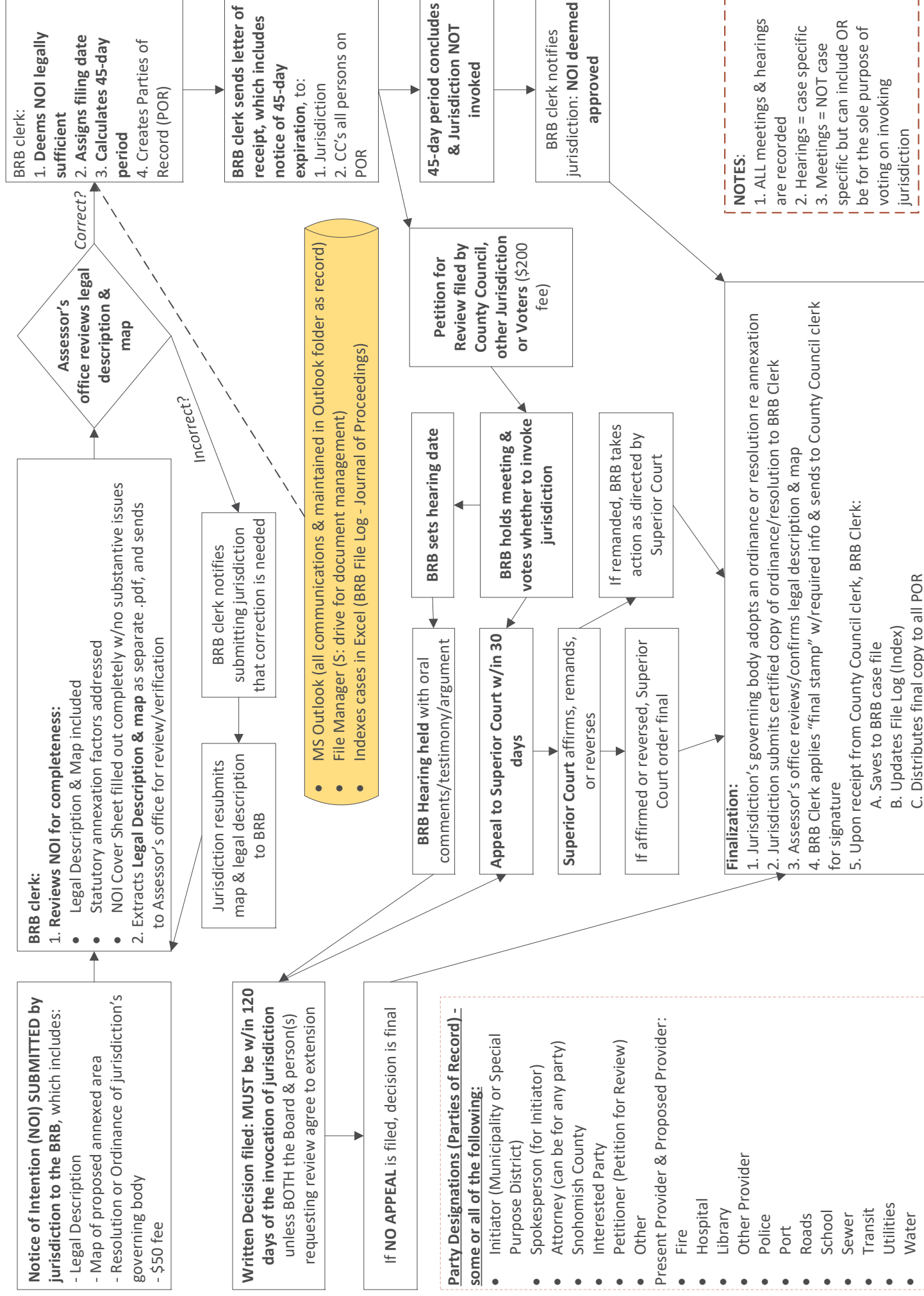
BOE CLERK NAME

Administrative Hearings Clerk
Snohomish County Board of Equalization

NOTICE

This decision can be appealed to the State Board of Tax Appeals by filing a notice of appeal with them at PO Box 40915, Olympia, WA 98504-0915 or at their website at <https://bta.wa.gov> within thirty days of the date of mailing of this decision. The Notice of Appeal form is available from either your county assessor or the State Board.

Boundary Review Board (BRB): Notice of Intention to Annex





**Boundary Review Board
Snohomish County**

3000 Rockefeller Ave., M/S #409
Everett, WA 98201-4046
(425) 388-3445
www.snoco.org

<Date>

<Name, Title>

<Jurisdiction>

<Address>

<City, State, Zip>

Re: <BRB File # Name of Annexation>

Dear <Filer>:

The Notice of Intention for the above referenced proposal was received on <Receipt Date>. Following approval of a legal description for the property involved, the proposal was deemed legally sufficient with an effective filing date of <Deemed Filed Date>.

The 45-day review period will end on <45 Days from Deemed Filing Date> at 4:00 p.m. I have sent the proposal to County departments and others for comment.

If there is no request for a hearing, I will notify you that you may proceed with finalization the annexation. If you have questions, please feel free to contact me.

Sincerely,

Sonya Kraski

Sonya Kraski
Clerk of the Board

cc: <all parties of record>

Enclosed: Notice of Intention (NOI) Cover Sheet

Link to Full NOI Packet



**Boundary Review Board
Snohomish County**

3000 Rockefeller Ave., M/S #409
Everett, WA 98201-4046
(425) 388-3445
www.snoco.org

<Date>

To: <Party Name> – <e-mail>

Cc: <all parties of Record> - <Parties Email>

Re: <Name> Annexation - <BRB File No>

Dear <Party Name>:

The Notice of Intention for the above referenced proposal was received on <date>. Following approval of a legal description and map for the involved property, the proposal was deemed legally sufficient with an effective filing date of <date>.

The 45-day review period ended on <date>, at 4:00 p.m. and, with no request for review being filed as outlined in RCW 36.93.100, the action is deemed approved.

You may proceed with finalizing the proposed action. Once finalized please forward a certified copy, which includes the approved legal description and maps, to me. After the sufficiency of these documents is verified by the Boundary Review Board staff, they will be distributed to various county departments and jurisdictional entities.

If you have questions, please feel free to contact me.

Sincerely,

Sonya Kraski

Sonya Kraski
Clerk of the Board

Link: (external link to NOI Packet)



**Boundary Review Board
Snohomish County**

3000 Rockefeller Ave., M/S #409
Everett, WA 98201-4046
(425) 388-3445
www.snoco.org

<Date>

To: <PARTY 1 NAME>, <JURISDICTION>,< E-MAIL ADDRESS>

CC: <PARTY 2 NAME> <PARTY 2 EMAIL>; <PARTY 3 NAME> <PARTY3 EMAIL>

Re: <CASE NAME> BRB File #<XXX>

Dear <PARTY 1 NAME>:

Thank you for notifying the Boundary Review Board that the <JURISDICTION> would like to withdraw the Notice of Intent that was filed <FILED DATE>.

Consequently, we are closing the above referenced case.

Sincerely,

Sonya Kraski
Clerk of the Board

Case Management System Reports

Office of Hearings Administration

Hearing Examiner

1. HE Report: Upcoming Due Dates by Staff Role
2. HE Report: Upcoming Due Dates by Case number
3. HE Report: Number/Type/Disposition/Location of cases by date range or other data/criteria
4. HE Report: extract of entities and information by case or multiple cases

Boundary Review Board (BRB)

1. Upcoming Due Dates
2. Upcoming Due Dates by Case number
3. List of cases by date range, annexation type, initiator, or other data/criteria

Board of Equalization (BOE)

1. Summary List of Petitions with status
2. Detailed List of cases by date range, annexation type, initiator, or other data/criteria
3. Hearing Calendar by Date
4. List of cases appealed to the state BTA

ID	Task Name	Duration	Start	Finish	Resource Names
1	Milestone 1 Requirements Finalization	10 days	Mon 5/5/25	Fri 5/16/25	
2	Data Definition, Notification Requirements and Triggers, Reporting Requirements, Integrations, and Security Requirements	10 days	Mon 5/5/25	Fri 5/16/25	GXP Development Team
3	Availability for weekly status meetings and design discussions	10 days	Mon 5/5/25	Fri 5/16/25	Snohomish SMEs, System Owner
4	SAML Authentication Configuration (Azure AD)	45 days	Mon 5/5/25	Fri 7/14/25	Snohomish IT
5	Milestone 2 Case, Workflow, and Security Configuration	10 days	Mon 5/19/25	Fri 5/30/25	
6	Application configurations based on requirements	10 days	Mon 5/19/25	Fri 5/30/25	GXP Development Team
7	Availability for weekly status meetings and design discussions	10 days	Mon 5/19/25	Fri 5/30/25	Snohomish SMEs, System Owner
8	Milestone 3 Hardening Sprint	5 days	Mon 6/2/25	Fri 6/6/25	
9	Adjustments based on feedback and any backlog items	5 days	Mon 6/2/25	Fri 6/6/25	GXP Development Team
10	Testing and Feedback	35 days	Mon 6/2/25	Fri 7/18/25	Snohomish UAT Testers
11	Upload templates for data migration (will be populated by GXP) populated and formatted with historical data	30 days	Mon 6/2/25	Fri 7/11/25	System Owner
12	Availability for weekly status meetings, design discussions, and feedback sessions	5 days	Mon 6/2/25	Fri 6/6/25	Snohomish SMEs, System Owner, Snohomish UAT Testers
13	Milestone 4 External Portal Setup and Reports	10 days	Mon 6/8/25	Fri 6/20/25	
14	Application configurations based on requirements	10 days	Mon 6/9/25	Fri 6/20/25	GXP Development Team
15	Availability for weekly status meetings, design discussions, and feedback sessions	10 days	Mon 6/9/25	Fri 6/20/25	Snohomish SMEs, System Owner, Snohomish UAT Testers
16	Milestone 5 Additional Configurations and Integrations	10 days	Mon 6/23/25	Fri 7/4/25	
17	Application configurations based on requirements	10 days	Mon 6/23/25	Fri 7/4/25	GXP Development Team
18	Availability for weekly status meetings, design discussions, and feedback sessions	10 days	Mon 6/23/25	Fri 7/4/25	Snohomish SMEs, System Owner, Snohomish UAT Testers
19	Milestone 6 Hardening Sprint	5 days	Mon 7/7/25	Fri 7/11/25	
20	Adjustments based on feedback and any backlog items	5 days	Mon 7/7/25	Fri 7/11/25	GXP Development Team
21	Availability for weekly status meetings, design discussions, and feedback sessions	5 days	Mon 7/7/25	Fri 7/11/25	Snohomish SMEs, System Owner, Snohomish UAT Testers
22	Milestone 7 Migration of historic decisions / cases	5 days	Mon 7/14/25	Fri 7/18/25	
23	Data migration and feedback/backlog	5 days	Mon 7/14/25	Fri 7/18/25	GXP Development Team
24	Availability for weekly status meetings, design discussions, and feedback sessions	5 days	Mon 7/14/25	Fri 7/18/25	Snohomish SMEs, System Owner, Snohomish UAT Testers
25	Milestone 8 Training	5 days	Mon 7/14/25	Fri 7/18/25	
26	Daily sessions to train the trainer on the system	5 days	Mon 7/14/25	Fri 7/18/25	System Owner, GXP Development Team, Snohomish Trainers
27	Milestone 9 Knowledge Transfer and Production Turnover	5 days	Mon 7/28/25	Fri 8/1/25	
28	Production Deployment and Setup	5 days	Mon 7/28/25	Fri 8/1/25	GXP Development Team, Snohomish IT
29	Daily sessions to train any system maintenance users on system upkeep and configurations	5 days	Mon 7/28/25	Fri 8/1/25	System Owner, GXP Development Team, Snohomish IT
30	Milestone 10 Post Production Support Hypercare	20 days	Mon 8/4/25	Fri 8/29/25	
31	Post Prod support as needed (estimated 8 hours per week)	20 days	Mon 8/4/25	Fri 8/29/25	GXP Development Team

EXHIBIT B

FUNCTIONAL REQUIREMENTS

The Contractor shall ensure that the System includes the following successfully operating functionalities:

I.

1. System provides access to all records and related documents, hearings, and exhibits in the event another software is implemented or the System reaches end of life
2. Provide an interface gap analysis to determine if the System is able to interface with existing County systems for intake, transfer, and return of information and files (Amanda and Aumentum or other application used by the Assessor's office to process appeals)

II.

1. Cases include the following data fields:
 - a. Matter/case name
 - b. File number
 - c. Address
 - d. Parcel number
 - e. Acreage
 - f. Number of units or lots
 - g. Originating department/office
 - h. Principal parties (Applicant, Appellant, Agent, Agent Business, Respondent, Respondent Agent, etc.), their role, affiliation and phone, email, and mailing information
 - i. Parties of record and their mail and email addresses
 - j. Each party's case affiliation/role
 - k. Matter type (Land use, annexation, Animal Services appeal, assessment appeal, etc.) and subtype (PSD, SPA, REZO NOV, PDD, SEPA, Residential, Commercial, Exemption, etc.)
 - l. Hearing duration
 - m. Disposition (Approved, Approved with Conditions, Denied, Dismissed, Sustained, Adjusted, Deemed Approved, Appealed, etc.)
 - n. Reconsideration and outcome
 - o. Whether appealed and appeal venue (Council, Superior Court, State Board of Tax Appeals)
 - p. Appeal outcome
2. Ability to search text within documents
3. Logic based data entry processes according to the various case types
4. Ability to link related cases
5. Ability for appropriate users to configure and maintain data entry points
6. Automated workflows, e.g., the filing of a written decision automatically generates distribution to parties
7. Ability for authorized users to add/customize user accounts and permissions

III.

1. Ability to generate and send notices to parties in a case based on person/contact data fields
2. Ability to search and extract records in response to Public Records Requests
3. Allows parties in a matter to submit case-related documents, exhibits, and comments via online portal (e-filing)
4. Ability for OHA staff to turn off submittals in the e-filing portal for a specific case when a record has closed, or a deadline has passed
5. Ability to generate multiple types of reports including:
 - a. Case events by type or by case
 - b. Associated addresses, parcels, number of units, lots
 - c. Number of types of cases heard
 - d. Hearing length
 - e. Tasks (outstanding, overdue, upcoming) by staff member or role
 - f. Exhibits
 - g. Witnesses
 - h. Case status
 - i. Case disposition
6. Ability for external users to search case documents online using multiple filters (natural language, keyword, file number, date range, case type, disposition)
7. Functionality that allows the public and parties to view all documents, exhibits, and recordings online (preferably without establishing an account)
8. Functionality that allows e-service of documents to parties
 - i. Functionality that assigns an exhibit number to e-filed documents when documents are accepted by OHA staff
9. Ability for external users to create an account and sign up for notifications when new documents are added to the record for specific cases
- B. Functionality that posts documents to web immediately when the OHA staff accepts and processes them
10. An e-filing portal that allows for a variety of common file types
11. An e-filing portal that allows external users to designate document type when submitting (public comment, pleading, evidence, exhibit)
12. The ability to conduct communications to/from parties within the CMS (instead of Outlook)

IV.

1. Calendaring and automated logic, which is configurable by OHA staff to accommodate holidays and staff schedules, for generating hearing dates and case events for each different case type, including but not limited to:
 - a. Prehearing Conference
 - b. Motions (multiple types) and their associated deadlines (response, reply, decision due)
 - c. Evidence submittal deadlines
 - d. Hearing days and times
 - e. Continuances

- f. Decision due (calculated by automated workflow but allow manual override)
 - g. Record left open at Hearing [date] with end date.
 - h. Record Reopened (possible multiple) with beginning and end date
 - i. Reconsideration Requested
 - j. Reconsideration decision due
 - k. Remand
 - l. Other Case Events and Statuses (In Progress, Ready to be Scheduled, Denied, Incomplete, etc.)
2. Ability to create/generate a list of tasks/deadlines, such as:
 - a. Hearing, conference, or other event date
 - b. Action needed and related deadlines/due dates: motion decision, corrected decision, scheduling order, decision, reconsideration, close file, etc.
 3. Contains templates or allows users to create templates for document and email issuance: orders, notices, decisions, remote participation platform links (Zoom/Teams), affidavits, etc.
 4. Functionality that allows the creation of case-specific exhibit lists
 5. An auto-generated stamp that can be applied to accepted documents with the case number, exhibit number, and date received
 6. Ability to apply retention rules
 7. Calendaring functionality that has a public-facing web component

V.

1. Ability to publish past decisions and documents with same search capability (natural language, keyword, date range, file number, case type, disposition)
2. Cloud storage for Records Management including:
 - a. Case files
 - b. Audio recordings
 - c. Exhibits

Exhibit C Appian Cloud Service Level Agreement

1. **GENERAL SERVICE OBLIGATIONS** - Appian's obligations depend on the type of Maintenance Services that Subscriber purchases as described in Section 9, Table 2 of Exhibit A, as set forth in the following chart:

	BASIC	ESSENTIAL	ADVANCED	ENTERPRISE
TECHNICAL SUPPORT SERVICES				
	Technical Support Availability			
Priority 1 & 2 Issues	Local Business Hours	24x5	24x7x365	24x7x365
Priority 3 & 4 Issues	Local Business Hours	Local Business Hours	Local Business Hours	24x5
Designated Support Contacts	2	4	12	24
Onboarding Session	✓	✓	✓	✓
Online Case Management	✓	✓	✓	✓
Appian Community	✓	✓	✓	✓
Phone Support		✓	✓	✓
Lead Engineer Assigned				✓
Monthly Health Check Reviews				✓
Annual Corporate Visit				✓
APPIAN CLOUD CAPABILITIES				
Availability Minimum	99.80%	99.80%	99.95%	99.99%
Pre-Release Testing Program *	✓	✓	✓	✓
Appian Cloud Insights *	✓	✓	✓	✓
Default Instance Size (Non-Prod)	Large	Large	Large	xLarge
High Availability for Production			✓	✓
Enhanced Data Pipeline *			✓	✓
Log Streaming *			✓	✓
Data At Rest Encryption *			✓	✓
Bring Your Own Key *			✓	✓
Dedicated Virtual Private Cloud (VPC)				✓
Additional Storage				500 GB
Monthly Data Snapshot				✓
Monthly Data Refresh				✓
COMPLIANCE & AUDIT				
SOC 2 Report	✓	✓	✓	✓
Standardized Information Gathering (SIG)		✓	✓	✓
Annual Customer Audit				✓
Site Data Audit Requests				✓
Annual Security Questionnaire				✓
Data Loss Prevention *				✓

*defined at docs.appian.com

2. RESPONSE MEASUREMENTS - Appian will use commercially reasonable efforts to respond to Issues within the response times listed below. A Priority 1 or 2 Issue shall be deemed reported, and Appian's response time shall commence, once Subscriber reports the issue as a Priority 1 or 2 Issue using Appian's authorized telephone support number (Essentials, Advanced and Enterprise) or through Appian's online case management system (Basic). A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Appian's response period shall commence, once Subscriber reports the Priority 3 Issue or Priority 4 Issue using any authorized methods for requesting Technical Support. Appian will be deemed to have responded to an Issue once it responds that it has received the Issue (an automated email response shall not count as a response). If Subscriber's principal office is in the United States, Canada or Latin America, business hours are 8:00 a.m. to 8:00 p.m. (USET), Monday through Friday, excluding Appian holidays; if Subscriber's principal offices are in Europe, the Middle East, or Africa business hours are 8:00 a.m. to 8:00 p.m. (GMT), Monday through Friday, excluding UK holidays; and if Subscriber's principal offices are in Australia, New Zealand, and East or Southeast Asia, business hours are 8:00 a.m. to 8:00 p.m. (Australian ET), excluding New South Wales holidays.

Case Severity	Basic Support Initial Response Time	Essential Support Initial Response Time	Advanced & Enterprise Support Initial Response Time
Priority 1	<2 business hours	<1 business hour	<15 minutes (24x7x365)
Priority 2	<4 business hours	<2 business hours	<1 hour (24x7x365)
Priority 3	<2 business days	<8 business hours	<3 business hours
Priority 4	<3 business days	<12 business hours	<6 business hours

3. AVAILABILITY AND SERVICE CREDITS -

a. Service Credit Definition and Calculation. Subject to the exclusions noted below, if in any given month Subscriber reports a Priority 1 or 2 Issue, and it takes Appian longer than the percentage of time occurring in the applicable month noted below ("Aggregate Availability") to provide a corresponding Correction in accordance with the applicable Technical Support Availability hours noted in the chart above, Appian will provide Subscriber with a credit of the percentage of the sum of the applicable monthly subscription fee and monthly Support fees in effect during the applicable month in the amount described below (each such credit is referred to as a "Service Credit"). The Aggregate Availability for Priority 1 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 1 Issues reported in a month, divided by the total number of minutes occurring in that month. Likewise, the Aggregate Availability for Priority 2 Issues is calculated as +100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 2 Issues reported in a month divided by the total number of minutes occurring in that month. The Service Credits are Appian's exclusive obligation, and Subscriber's sole remedy associated with any Issues. A Priority 1 Issue may not be reported both as a Priority 1 and a Priority 2 Issue.

Priority Level	Monthly Availability %			Service Credit*
	Basic and Essential	Advanced	Enterprise	
Priority 1	<99.8% but ≥ 99.0%	<99.95% but ≥ 99.0%	<99.99% but ≥ 99.0%	10%
	<99.0%	<99.0%	<99.0%	30%
Priority 2	<99.0%	<99.0%	<99.0%	15%

*Credit percentages are as a percentage of the sum of monthly applicable subscription fee for Subscriber's subscription to use the Cloud Offering and the monthly Support fees in the applicable Order Form. If the subscription fee for the Cloud Offering is paid other than monthly, the monthly subscription fee shall be calculated as the pro rata equivalent of one month of the subscription fee specified in the applicable Order Form.

b. **Requesting Service Credits** - Subscriber must request Service Credits, in writing, within 30 calendar days after Appian provides the corresponding Correction. Service Credits not requested within this time shall expire.

c. **Exclusions.** Issues caused by any of the following situations shall not trigger Appian's obligations under this Service Level Agreement:

- i. Any time the Cloud Offering is not available as a result of scheduled maintenance activities, Subscriber initiated maintenance or any other agreed-to scheduled downtime activity;
- ii. Unavailability of or errors in the Cloud Offering due to the following, to the extent developed by or incorporated by Subscriber or its agents: (I) modifications or plug-ins to the Cloud Offering, or (II) unsupported programming, unsupported integrations or malicious activities;
- iii. Unavailability of or errors in the Cloud Offering as a result of Subscriber using the Cloud Offering contrary to the then current Documentation;
- iv. Events outside Appian's reasonable control, not caused by Appian's fault or negligence, or Subscriber provided infrastructure or integration being unavailable;
- v. Any time the Cloud Offering is not available as a result of Subscriber exceeding the IT resources allocated under the applicable Order Form (memory, RAM).

4. **TERMINATION** - Subscriber may terminate the Agreement for cause if Appian refunds to Subscriber the maximum amount of Service Credits to Subscriber for Priority 1 Issues in any two consecutive months, provided Subscriber notifies Appian of its intent to elect this remedy, in writing, within 30 calendar days after the second month.

5. **AUTHORITY OF SUPPORT CONTACTS.** Notwithstanding anything else to the contrary in any agreement between the parties, Subscriber agrees that Subscriber's Designated Support Contacts shall have the authority to enable or disable security and other features in Subscriber's instances of the Cloud Offering and consent to the maintenance, monitoring and analysis of Subscriber's instances.

6. **DEFINITIONS-** The terms defined in this Section 6 as well as terms defined in the Cloud Subscription Agreement (or similar master terms and conditions) agreed to between the parties (the "Agreement") are applicable to this Service Level Agreement. Terms that have an asterisk in the General Services Obligations table in Section 1 above are further explained in the Documentation at docs.appian.com

a. General Definitions

i. **Core Functionality** means the ability to use the Cloud Offering to: (i) load a designer interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.

ii. **Correction** means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as Appian deems reasonably appropriate.

iii. **Issue** means, collectively, a Priority 1, Priority 2, Priority 3 or Priority 4 Issue.

- A. **Priority 1 Issue** means a User is unable to access the login page on a production instance of the Cloud Offering using the User's then current username and password.
- B. **Priority 2 Issue** means a User is unable to operate the Core Functionality on a production instance of the Cloud Offering using the User's then current username and password.
- C. **Priority 3 Issue** means a functional feature of the Cloud Offering is impacted, but it is feasible to continue production/development, as the issue is not critical or a workaround is feasible.
- D. **Priority 4 Issue** means all other issues which are not Priority 1, 2 or 3.

b. Technical Support Services Definitions.

i. **Designated Support Contacts** means the Subscriber personnel designated to interact with Appian on technical support issues. Designated Support Contacts are able to create, view and update technical support cases on behalf of

Subscriber's Appian projects. Designated Support Contacts will also receive communications from Appian Support.

ii. **Onboarding Session** means that Appian will walk Subscriber through a number of items designed to accelerate Subscriber's use of the Cloud Offering. This includes a review of available online resources, Technical Support services, and best practices for working with Appian Support. For Appian Cloud customers, this will also include a review of Appian Cloud monitoring and procedures for site maintenance and upgrades.

iii. **Online Case Management** means that Subscriber's Designated Support Contacts may access Appian's Online Case Management system for reviewing, creating & updating support cases, managing support contact designations and maintenance notifications.

iv. **Lead Engineer Assigned** means that an Appian support engineer is designated to assist in the timely resolution of Subscriber's support cases and works with Subscriber's Designated Support Contacts in the following capacity:

- A. Configures additional Appian Cloud capabilities (High Availability, Enhanced Data Pipeline, Log Streaming, Bring Your Own Key)
- B. Conducts regular meetings with Subscriber's Designated Support Contacts to share updates from Appian, review and prioritize support cases, coordinate site upgrade plans, review Subscriber's upcoming project initiatives and gain visibility into Subscriber's key dates and milestones
- C. Acts as an escalation point of contact for any Subscriber support cases
- D. Provides Monthly Health Check analysis

v. **Monthly Health Check Reviews** means that Appian will provide Subscriber with monthly reports on the application design patterns and performance risks in Subscriber's environment associated with Subscriber's Appian applications using [Appian Health Check](#). On a monthly basis, Subscriber's Lead Engineer Assigned will review the results from one production environment with Subscriber's Designated Support Contacts, help prioritize items that require action and provide details on any items identified for assistance by Appian Support.

vi. **Annual Corporate Visit** means that the Lead Engineer Assigned to Subscriber will partner with Subscriber's account team to coordinate an annual visit to Appian HQ, where Subscriber's representatives will meet with cross-departmental Appian leadership. The agenda for the visit will focus on reviewing, and getting Subscriber feedback on, Appian products and services and providing Subscriber's representatives with insight into Appian's future development plans.

c. **Compliance & Audit Definitions.**

i. **Standardized Information Gathering** means that, upon request, Appian will provide Subscriber with a copy of the Standardized Information Gathering (SIG) Questionnaire completed by Appian on an annual basis. The SIG is a comprehensive risk management tool for cybersecurity, IT, privacy, data security and business resilience in an information technology environment. The SIG collects information security information from 18 risk domains within the Appian Cloud environment.

ii. **Annual Customer Audit** means that, on an annual basis, Subscriber's representatives may visit Appian HQ once at a mutually agreed upon time to perform a detailed security audit on-site.

iii. **Site Data Audit Requests** means that Appian Support will work with Subscriber to satisfy any reasonable custom site data audit requests, which can be run on up to a monthly basis. Examples include access logs, login audit files or mail server logs.

iv. **Annual Security Questionnaire** means that Appian will complete Subscriber's custom information security questionnaire on an annual basis.

v. **Data Loss Prevention** is a capability of the Appian Cloud Offering that monitors the access by Appian's Cloud support personnel to Subscriber's instances of the Cloud Offering for the purposes of detecting abnormal user behavior that could lead to inappropriate data disclosure, and as further described in the Documentation. The monitoring and analysis of such information for Data Loss Prevention purposes is conducted in the United States on servers located in the United States. Data Loss Prevention must be enabled by Subscriber's Designated Support Contacts.

d. Appian Cloud Capabilities Definitions.

i. **Default Instance Size (Non-Prod)** means that Appian provides a Large default instance size for non-production environments. With Enterprise Support, non-production environments are provisioned on a xLarge instance size.

ii. **High Availability for Production** - High Availability for Production means that Subscriber's production instance of the Cloud Offering will be provided simultaneously through three Availability Zones without a single point of failure. (Appian's standard Cloud Offering provides service through a single Availability Zone only.) Each Availability Zone will be located in the Subscriber's selected region. Appian will maintain such servers and storages necessary to keep up to date with Subscriber's applications and data in order to operate Subscriber's Cloud Offering in such three Availability Zones.

RTO & RPO For High Availability. As a part of the High Availability Offering, Appian will provide Subscriber with a Recovery Point Objective (RPO) and Recovery Time Objective (RTO) based on Subscriber's level of Support. RPO means that the Subscriber data restored to the High Availability Cloud Offering will be no older than the number of minutes set forth below prior to the event that led to the Cloud Offering no longer writing data to the High Availability database servers. RTO means that the High Availability Cloud Offering will be unavailable for no longer than the number of minutes set forth below in the event of unscheduled unavailability of the Cloud Offering for any reason within the control of Appian or Appian's service providers.

Level of Support	RTO	RPO
Advanced	21 Minutes	1 Minute
Enterprise	4 Minutes	1 Minute

Appian's exclusive obligation and Subscriber sole remedy for any failure by Appian to meet the RTO or RPO in a month will be Subscriber's right to a Service Credit against the sum of applicable license and Support fees payable for that month in the percentage outlined in the table above in the section entitled "Availability and Service Credits."

iii. **Dedicated Virtual Private Cloud (VPC)** means that, at the option of Subscribers with Enterprise support, Appian will host Subscriber's Cloud Offering instances in a dedicated Virtual Private Cloud (VPC) with the ability to integrate with existing business databases hosted in a customer-managed VPC.

iv. **Monthly Data Snapshots** means that Subscribers with Enterprise support are entitled to one Planned Snapshot per month at no charge. A Planned Snapshot is a backup for a single Appian Cloud instance (data and configurations) that is taken on-demand at a mutually agreed time, typically during normal business hours. The Planned Snapshot is retained for 90 calendar days.

v. **Monthly Data Refresh** means that Subscribers with Enterprise support are entitled to one Data Refresh per month at no charge. A Data Refresh is the copying of all of the data and configurations residing on one Appian Cloud instance to replace the data and configurations residing on another Appian Cloud instance in its entirety. Note that the source and target instance resource allocation must be equal in order for Appian to perform a Data Refresh.

Exhibit D

APPIAN HOSTED INSTALLATION TERMS & CONDITIONS

(End Users accessing the Appian Software as Hosted by Appian)

1. DEFINITIONS APPLICABLE TO THIS EXHIBIT

- 1.1. **"Appian"** means Appian Corporation, located at 7950 Jones Branch Drive, McLean, Virginia 22102 and its subsidiaries.
- 1.2. **"Appian Process Mining Software"** means the Appian Process Mining software as described at <https://docs.appian.com>.
- 1.3. **"Data"** means the data, material and other information provided by the End User to the Service.
- 1.4. **"Documentation"** means the contents provided under the Appian Community website, <https://docs.appian.com>, or other URL as notified to the Business Partner in writing from time-to-time.
- 1.5. **"End User"** means the party receiving a license to use the Service under these Terms and Conditions.
- 1.6. **"Licensor"** means the party providing a license to the End User to use the Service under these Terms and Conditions.
- 1.7. **"Portals Code"** means the Appian Portals functionality described at <https://docs.appian.com>.
- 1.8. **"Portals Site"** means a website through which End User makes the Portals Code accessible.
- 1.9. **"Service"** means Appian's software and Documentation, including, to the extent applicable, the Portals Code and/or Appian Processing Mining Software, including for all of the foregoing, all updates and enhancements to the same.
- 1.10. **"Service Provider"** means Licensor and its service providers responsible for providing the Service to the End User.
- 1.11. **"Terms and Conditions"** means the terms and conditions set forth in this document.

2. LICENSE

- 2.1 **General.** Licensor grants End User a non-transferable, non-sublicenseable, nonexclusive license to access the Service via a password over the Internet. The Service may be used only by the number and type of users for which End User has received corresponding licenses from Licensor.
- 2.2 **User Accounts.** Licenses in the Service may be reassigned from time-to-time to new users of the Service who are replacing former users of the Service who have terminated employment or otherwise change job status or function and no longer use the Service. Only the identified individual associated with a particular account in the Service can access the Service using that account. User accounts may not be shared among individuals or used to provide access to the Service to individuals who are not the individual associated with the corresponding user account. End User may not activate and de-activate user accounts in the Service on a daily or other regular basis in order to circumvent license restrictions. To the extent that End User configures the Service to be accessed or used through a separate system or interface (e.g. "headless"), users of the Service through such separate system or interface must be licensed from Licensor, regardless of whether such person has an user account in the Service or authenticates into the Service.
- 2.3 **Accounts and Cooperation.** End User must use the Service in accordance with all applicable laws. End User is responsible for the password security of user accounts in the Service and the level of access granted to an individual user by End User's administrators, as well as any other security configurations set by End User. End User is responsible for any violation of these Terms and Conditions by its users. End User shall promptly report to Licensor any copying or distribution of the Service in violation of these Terms and Conditions that is known or suspected by End User and provide Licensor with reasonable assistance to stop such violation.

2.4 **Ownership and Opposition.** The Service and all intellectual property rights therein, are licensed to the End User, not sold. All rights in the Service not provided to the End User under these Terms and Conditions are expressly retained by Licensor and its licensors.

2.5 **Portals Code.** End User's access to and use of the Portals Code is subject to the terms of these Terms and Conditions that apply to the Service, plus the following additional terms and conditions:

- a. Portals Site. In the Portal's Site, the End User must:
 - i. maintain a link to an e-mail address through which users of the Portals Site may report abuse or intellectual property infringement associated with the Portals Site, and
 - ii. provide terms of use to visitors of the Portals Site that:
 - I. disclaim Licensors and Appian's responsibility or liability for information uploaded by the visitors to the Portals Site,
 - II. reserves the right to remove any content posted to the Portals Site;
 - III. requires that any user of the Portals Site protects the Portals Site and all content thereon from unauthorized use and disclosure using at least a reasonable degree of care, and
 - IV. prohibits reverse engineering of the Portals Site or otherwise violating Appian's intellectual property rights in the Portals Site.
 - iii. not expose the Appian Designer features or functionality of the Service to the public.

2.6 **Appian Process Mining Software.** End User's access to and use of the Appian Process Mining Software is subject to the same terms of these Terms and Conditions that apply to the Service, but subject to the following additional terms and conditions:

Notwithstanding anything else in these Terms and Conditions to the contrary: (a) the Appian Process Mining Software will be supported in the same manner as the Appian's baseline business process automation software platform, except that some support features are available with respect to Appian's baseline business process automation software platform only, as described at docs.appian.com, and (b) unless notified to End User, in writing, the Appian Process Mining Software is not part of the SOC Report described in Section 3.2 below.

2.7 **Third Party Licensors.** The Service contains software licensed to Licensor from certain party licensors ("Third Party Licensors"). Any warranty provided in connection with the Service, if any, is from Licensor, not the Third Party Licensors, and the Third Party Licensors make no warranty to the End User in connection with the Service. The Third Party Licensors expressly disclaim any express, implied or statutory warranties in connection with the Service, including the implied warranties of merchantability or fitness for a particular purpose. The Third Party Licensors are not liable for any damages of any kind resulting from the End User's use of the Service, including without limitation, indirect, consequential, incidental, and special damages. The Third Party Licensors are intended third party beneficiaries of those provisions of these Terms and Conditions relating to the Third Party Licensor's software incorporated into the Service.

3. RESTRICTIONS

3.1 **General.** Except as authorized in these Terms and Conditions or in the Documentation, End User may not: (a) modify, reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Service (except as and only to the extent any of the foregoing restrictions may be permitted by the licensing terms governing use of any open sourced components included with the Service), (b) copy, or reproduce

the Service in any way, in whole or in part, (c) create any derivative work based on the Service, (d) operate the Service on a service bureau basis, or (e) allow, assist or permit any third party to do any of the foregoing. If End User is located in a jurisdiction that permits limited reverse engineering as a matter of law, and despite accepting contract terms to the contrary, End User may perform limited reverse engineering, provided End User first notifies Licensor of End User's intent to reverse engineer the Service, and provided the reverse engineering is limited to the extent permitted by applicable law.

- 3.2 **Security and Security Testing.** Appian will maintain an annual Service Organization Control (SOC) Report (or other similar or replacement report as the industry adopts) in connection with the Service ("SOC Report"). The SOC Report is considered confidential and subject to the terms of Section 7 of these Terms and Conditions. Subject to agreed upon usage terms, Appian will provide End User with Appian's then current SOC Report. Appian will maintain such security measures identified in the then current SOC Report or, if Appian determines that more effective measures should be implemented, apply such replacement security measures. End User may perform security testing with respect to the Service, but only with Appian's prior written consent, not to be unreasonably withheld.
- 3.3 **Permitted Usage.** End User agrees to use the Service solely in connection with its internal business purposes. End User acknowledges that the Service is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or the failure of the Service, could lead to death, personal injury, or severe physical or environmental damage, and End User agrees not to use the Service for any such purpose.
4. **DATA.** End User hereby grants the Service Providers with a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the period during which the Service is provided to End User to use the Data as necessary to provide the Service to End User. End User is responsible for responding to any notices sent to End User (or any user of the Service authorized by the End User) by any third party claiming that the Data violates such party's rights.
5. **MAINTENANCE SERVICES.** Appian shall provide the following services ("Maintenance Services") directly to the End User. Appian shall provide premier Maintenance Services only if the Licensor has purchased premier Maintenance Services from Appian on the End User's behalf.
 - 5.1 **Updates.** Appian will install the upgrades and patches to the Service that become available.
 - 5.2 **Technical Support.** Appian shall provide Technical Support to allow the End User's Maintenance Services contacts to report problems and to seek assistance regarding the End User's use of the Service. The End User shall designate End User employees to coordinate the End User's requests for Maintenance Services ("Maintenance Services contacts"). The End User shall email support@appian.com with the End User's Maintenance Services contacts promptly on or after it receives a license to use the Service from the Licensor. The End User may change its Maintenance Services contacts using Appian's case management system. The End User's Maintenance Services contacts may report problems using Appian's online technical support case management system (<https://community.appian.com/support/> or other URL as notified to the End User in writing from time to time), by telephone using Appian's authorized technical support phone line, or using any other means that Appian may authorize from time-to-time. Appian shall return support requests within a commercially reasonable time after receipt. The End User's Maintenance Services contacts may track Technical Support requests using Appian's case management system. The End User's Maintenance Services contacts must be reasonably familiar with the Service to facilitate discussions with Appian's Maintenance Services staff.
 - 5.3 **Remote Maintenance Only.** Maintenance Services do not include on-site or in-person assistance or consultation, or training that would normally be provided in formal training classes.

- 5.4 **Scheduled Maintenance.** Appian may specify up to a contiguous four (4) hour period during off peak hours when the Service will not be available and during which Appian can provide any needed maintenance. Appian will use reasonable efforts to provide one week prior notice of all scheduled maintenance periods, provided that Appian may without prior notice suspend the Service to install emergency patches or other urgent corrective measures.
- 5.5 **End User Obligations.** The End User shall cooperate with Appian's reasonable requests in connection with providing the Maintenance Services, including, without limitation, by providing Appian with timely access to data, information and personnel of the End User. The End User is responsible for the accuracy and completeness of all data and information provided to Appian in connection with the Maintenance Services.
- 5.6 **Excluded Items.** Maintenance Services do not include on-site or in-person assistance or consultation, nor extensive training that would normally be provided in formal training classes. In addition, Maintenance Services shall not include Technical Support or Defect Correction to the extent required as a result of the following:
- a. Malfunction of the computer system and communications network on which the End User has installed and is using the Service;
 - b. Use of the Service contrary to the terms of the then current Documentation;
 - c. Modifications, enhancements or customizations of the Service;
 - d. Any use of the Service in disregard of any known adverse consequences, including without limitation the End User's failure to make appropriate backups or to follow warning messages and other written instructions; or
 - e. Any other cause not attributable to Appian.
6. **SERVICE LEVELS.** The obligations depend on the type of Maintenance Services that Licensor purchases from Appian in connection with End User's use of the Service described in the provided Service Level Agreement.

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

Common Criteria

These criteria apply to both On-Premise and Vendor Hosted (SaaS) solutions being proposed.

For each Common Criteria requirement below, please respond by entering the appropriate codes (described below) in the Response Code fields. In addition to providing a code, vendor must provide a separate narrative explanation in the Vendor Response fields.

When any proposed solution does not Comply (“C”) with county technical standards, vendor must provide the following:

- specific details describing how the solution deviates,
- steps that must be taken for the solution to work in the county system, and
- any costs associated with the deviation from standard/steps to be taken.

Vendor must also provide cost information in the cost section of the proposal.

Full, direct, and substantive responses that explain how the solution would perform the function are required. Non-specific responses or omitted information may be considered non-responsive. Any question where the Vendor Response section is left blank will receive a zero score, regardless of the response code given.

Response Codes

“C” Comply – The proposed system will fully meet the requirement. It is a standard feature or function in the base application of the software. Vendor shall explain how the proposed solution fully meets the requirement.

“D” Does not comply – The proposed solution does not comply with this requirement; the software/ system will not meet this requirement in its entirety. Vendor shall explain if and how the proposed solution may meet the requirement. Be sure to use this code if the question is not applicable and state “not applicable” in the vendor response section.

“WC” With Conditions – The following are applicable for this response code:

- The solution can meet this requirement by providing a unit of software or a software module that is separate from the base application. This required unit of software or module ***must*** be included and clearly identified in the Vendor’s Cost Proposal.
- The requirement can be met by altering the proposed software to meet the requirements and specifications. Costs for customizing software ***must*** be included and clearly identified in Vendor’s Cost Proposal. Vendor must also commit to completion of customization as part of the initial installation / implementation.
- The requirement can be met by purchase of additional hardware (such as servers) to meet the requirements and specifications. Cost for additional hardware ***must*** be included and clearly identified in the Vendor’s Cost Proposal.

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

#	Common Criteria	Response Code
2.2	The proposed solution is compatible with all standard County desktop hardware configurations.	C
<i>Vendor Response:</i> The Appian Case Management Studio (CMS) is a web application that runs on the County's Google Chrome and Edge standard browsers.		
2.3	The proposed solution is compatible with all standard County laptop configurations.	C
<i>Vendor Response:</i> Appian CMS is a web application that runs on the County's Google Chrome and Edge standard browsers.		
2.4	The proposed solution is compatible with all standard County PC software.	C
<i>Vendor Response:</i> Appian CMS works with Office365 desktop applications and supports GIS integration for live mapping.		
2.6	The proposed solution is compatible with smart phone devices. In the Vendor Response field, specify the smart phone operating systems (iOS, Android, etc.) and versions for which the proposed solution is compatible.	C
<i>Vendor Response:</i> Appian CMS provides native mobile applications that are maintained with each quarterly platform release. iOS 16 and 17, along with, Android 14, 13, 12, and 11.		
2.7	The proposed solution is compatible with or will not have any performance limitations as a result of County security configurations. Please explain all incompatibilities, noting item number and specific incompatibility and/or performance impacts.	C
<i>Vendor Response:</i> Appian CMS runs in the US GovCloud and is FedRamp, StateRamp, SOC1/2/3, PCI, CJIS, HIPPA compliant. https://appian.com/support/resources/trust/compliance.html There are no performance limitation based on the County's security requirements.		
2.9	The proposed solution will run through a remote desktop (RDP) connection/session.	C
<i>Vendor Response:</i> Appian is web-based app that can run in an RDP session.		
2.9.1	If the application expects or relies on remote access email, calendar, documents, etc., will the application perform as expected using Office 365?	C
<i>Vendor Response:</i> Appian CMS does not rely on any desktop apps. However, it can integrate with Office 365 desktop and web apps.		
2.10	The proposed solution is fully-functional when utilized over a wireless (Wi-Fi) connection.	C
<i>Vendor Response:</i> The solution is a browser based application and can run on LAN, WAN, Wifi, and VPN.		
2.11	The proposed solution is fully-functional when utilized over VPN (specifically NetMotion).	C
<i>Vendor Response:</i> The solution is a browser based application and can run on LAN, WAN, Wifi and VPN.		

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

#	Common Criteria	Response Code
2.16	<p>If applicable, the proposed solution is capable of exchanging data with other Snohomish County application via automated processes.</p> <p>Explain how the proposed solution will source and/or consume data from a county application, the requirements for county applications to participate in data exchange, and identify any deviations from a RESTful exchange system and the associated mechanisms.</p>	C
<p><i>Vendor Response:</i> Appian offers dozens of out of the box low-code / no-code integrations including Connected System plugins, Integration Objects, and Web functions. All datastores and processes can be exposed as REST based endpoints to easily transfer data and start actions based on a web service call. For additional detail please visit: https://docs.appian.com/suite/help/24.1/Choosing the Right Type of Integration.html</p>		
2.17	<p>If applicable, the proposed solution is compatible with OneSpan's digital signature solution.</p> <p>If proposed solution is dependent on digital signature workflows for processing, explain the mechanism used to ensure workflow items are not frozen or orphaned when a named user or users become unavailable.</p>	C
<p><i>Vendor Response:</i> Appian CMS provides an out of the box integrated digital signature web object, as well as provides fully integrated AdobeSign and DocuSign no-code connected system plugins. Integrations with OneSpan can be achieved using the OneSpan API via a REST call from a data collection/submission interface or from within an automated process step.</p>		
2.18	<p>If applicable, the proposed solution meets all County records management requirements.</p> <p>Explain how the solution meets or does not meet all of the requirements listed in the technical standard document.</p>	C
<p><i>Vendor Response:</i> Appian CMS provides user configurable document and data retention settings for scheduled archive and deletions. Archives and deletions can only be performed by record managers and must go through a review process. Additionally, documents and records can be placed on permanent holds (legal holds) and excluded from the archive and deletion process. Documents and data are stored in native formats and all data is encrypted at rest and in transit.</p>		
2.19	<p>If applicable, the proposed solution meets all County security requirements.</p> <p>Explain how the solution meets or does not meet all the requirements listed in the technical standard document.</p>	C
<p><i>Vendor Response:</i> Appian CMS runs in the US GovCloud and is FedRamp, StateRamp, SOC1/2/3, PCI, CJIS, HIPPA compliant. https://appian.com/support/resources/trust/compliance.html Documents and data are stored in native formats and all data is encrypted at rest and in transit. Appian CMS instances (DEV, TEST, and PROD) are dedicated single tenant County instances. All CMS application-level data is 100% owned by the County. Appian provides 24x7 365 monitoring and has passed the most rigorous security compliance certifications including passing DoD IL5 provisional authorization. https://appian.com/support/resources/trust/security.html</p>		

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

Vendor-Hosted (SaaS) Only

For each vendor hosted requirement below, please respond by entering the appropriate codes (described below) in the Response Code fields. In addition to providing a code, vendor must provide a separate narrative explanation in the Vendor Response fields.

When any proposed solution does not Comply (“C”) with county technical standards, vendor must provide the following:

- specific details describing how the solution deviates,
- steps that must be taken for the solution to work in the county system, and
- any costs associated with the deviation from standard/steps to be taken.

Vendor must also provide cost information in the cost section of the proposal.

Full, direct, and substantive responses that explain how the solution would perform the function are required. Non-specific responses or omitted information may be considered non-responsive. Any question where the Vendor Response section is left blank will receive a zero score, regardless of the response code given.

Response Codes

“C” Comply – The proposed system will fully meet the requirement. It is a standard feature or function in the base application of the software. Vendor shall explain how the proposed solution fully meets the requirement.

“D” Does not comply – The proposed solution does not comply with this requirement; the software/ system will not meet this requirement in its entirety. Vendor shall explain if and how the proposed solution may meet the requirement. Be sure to use this code if the question is not applicable and state “not applicable” in the vendor response section.

“WC” With Conditions – The following are applicable for this response code:

- The solution can meet this requirement by providing a unit of software or a software module that is separate from the base application. This required unit of software or module ***must*** be included and clearly identified in the Vendor’s Cost Proposal.
- The requirement can be met by altering the proposed software to meet the requirements and specifications. Costs for customizing software ***must*** be included and clearly identified in Vendor’s Cost Proposal. Vendor must also commit to completion of customization as part of the initial installation / implementation.

The requirement can be met by purchase of additional hardware (such as servers) to meet the requirements and specifications. Cost for additional hardware ***must*** be included and clearly identified in the Vendor’s Cost Proposal.

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

#	Vendor-Hosted (SaaS) Only	Response Code
VH1	<p>Is the application hosted as software as a service (SAAS) or a cloud-based solution?</p> <ul style="list-style-type: none"> • If “Yes,” are all requirements listed above met by the vendor and the application? • If “No,” list the requirements not met by the proposed application. • Does your proposed solution and cost estimate include both a test/staging environment and a production environment? • If “No,” describe the steps necessary to acquire a secondary (test/staging) environment and include associated costs in the cost section. 	C
<p><i>Vendor Response:</i> Appian CMS is pre-installed application on the Appian Platform as a Service (PaaS) which runs on the US GovCloud. As part of the initial setup within the US Gov Cloud, Appian provides three (3) single tenant instances at no additional charge (1-Production, and 2-Non-Production).</p>		
VH2	<p>Is the solution compatible with the hosted data storage standards listed?</p> <p>If the answer to any of the above is “No,” list and explain the requirements not met.</p>	C
<p><i>Vendor Response:</i> Yes, the solution is compatible with the hosted data storage standards listed. The production Instance comes standard with 200GB of storage and the 2 Non-Production instances come standard with 75GB of storage each.</p>		
VH3	<p>The proposed solution can provide single sign-on capability utilizing ADFS.</p> <p>If the Response Code is not “C” explain how the application integrates with AD but does not use ADFS for single sign-on and if the purchase of a third party tool is required.</p>	C
<p><i>Vendor Response:</i> Appian CMS can provide SSO via ADFS and SAML 2.0.</p>		
VH4	<p>The proposed solution provider operates a 24/7/365 Security Operations Center (SOC).</p> <p>Provide detailed answers to each of the following questions in the Vendor Response field, below:</p> <ul style="list-style-type: none"> • How do you determine if there is a data breach in your hosted environment? <ul style="list-style-type: none"> ○ Will you or your cloud vendor notify your customers? ○ If you are using a third party cloud vendor, provide their name and other applicable information. ○ Have you had a security breach that involved notifying the public or a government agency? • Will you allow the county or a third-party to conduct vulnerability or penetration testing against your servers? <ul style="list-style-type: none"> ○ If you are using a third-party to conduct vulnerability or penetration testing, provide their name and other applicable information. 	C

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

#	Vendor-Hosted (SaaS) Only	Response Code
	<ul style="list-style-type: none"> Does your system provide 24/7 threat monitoring? If so, what type of monitoring? Does the proposed solution offer multifactor authentication? If so, is there additional cost? Are you listed on FedRAMP? Are you HIPAA compliant? Are you CJIS compliant? If this solution includes credit card processing, do you store credit card information (PCI) on your system? 	
<p><i>Vendor Response:</i> • How do you determine if there is a data breach in your hosted environment? Appian has a documented incident handling and response plan that includes detection, analysis, containment, eradication, recovery, reporting, notification, etc. Appian creates an after action report for any incidents with lessons learned / corrective actions as appropriate to improve processes and security. Once Appian has identified and confirmed an incident, affected customers will be notified directly (e.g., Appian Community, phone, etc.).</p> <p>o Will you or your cloud vendor notify your customers? Same as above.</p> <p>o If you are using a third party cloud vendor, provide their name and other applicable information. Appian uses Amazon Web Services (AWS).</p> <p>o Have you had a security breach that involved notifying the public or a government agency? No</p> <p>• Will you allow the county or a third-party to conduct vulnerability or penetration testing against your servers? The County can perform penetration testing of their Appian Cloud Sites following the instruction in this knowledge base article: https://community.appian.com/support/w/kb/762/kb-1447-appian-cloud-vulnerability-testing</p> <p>o If you are using a third-party to conduct vulnerability or penetration testing, provide their name and other applicable information. Appian performs the application security testing with external consultants. Appian performs quarterly penetration testing. Third-party penetration test report is available to the County under an NDA between Appian and the County. Appian uses industry standard processes as required.</p> <p>• Does your system provide 24/7 threat monitoring? If so, what type of monitoring? Vulnerability scanning, internal penetration testing, external penetration testing, isolation architecture exploitation.</p> <p>• Does the proposed solution offer multifactor authentication? If so, is there additional cost? Yes. Appian provides MFA for Appian internal accounts. If those accounts are linked to AD accounts, then MFA is provided through MS AD SAML integration. There are no additional costs.</p> <p>• Are you listed on FedRAMP? Yes</p> <p>• Are you HIPAA compliant? Yes</p> <p>• Are you CJIS compliant? Yes – we have several Court related applications running under CJIS security requirements. Since the CMS application is user configurable, we will work with the County to ensure that CJIS data security requirements are maintained where applicable.</p> <p>• If this solution includes credit card processing, do you store credit card information (PCI) on your system? County configurable data storage options - The collection of payment information is generally done through one of two methods either via the Appian user interface and shipped via API, or via secure redirect to the payment gateway screen. While both methods are supported by Appian CMS, the choice is left to the County and the payment gateway company being used, what data is stored. In both cases, Appian CMS will retain auditing and metadata about transactions (Reference or Transaction Id) without needing to necessarily store PCI-DSS sensitive data, should the County wish this to be the case. Appian is also able to provide PCI Compliance environments.</p>		
VH5	<p>The proposed solution securely stores all customer data within the United States.</p> <p>Provide detailed answers to each of the following questions in the Vendor Response field, below:</p>	C

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

#	Vendor-Hosted (SaaS) Only	Response Code
	<ul style="list-style-type: none"> • Will customer data physically reside in any countries besides the United States? • In which countries are all copies of backup customer data stored? • Is customer data encrypted at rest? <ul style="list-style-type: none"> ○ If so, what encryption method and standard is used? • Can any cloud provider staff view unencrypted customer data? • Do you conduct background investigations for employees that have access to the data? • Do you require annual security awareness training for your employees? • Does the cloud service offer file versioning for documents? <ul style="list-style-type: none"> ○ If so, how many days or revisions are in the version history? • Do you provide Single-Tenant Data Isolation (data is completely isolated logically and physically from other customer's data)? • Does your solution include disaster recovery with geo-redundant document and data storage? • What are the penalties and costs to remove county data from the cloud vendor? • What is your data retention policy after the conclusion of a contract? (Such as how is the data removed from the cloud storage?) 	
<p>Vendor Response: • Will customer data physically reside in any countries besides the United States? No, however, you can select your US GovCloud hosting region, or store on-prem. • In which countries are all copies of backup customer data stored? US Only based on US GovCloud and FedRamp mandates. • Is customer data encrypted at rest? Yes ○ If so, what encryption method and standard is used? Customer data is encrypted for data at rest via Advanced Encryption Standard (AES) 256. • Can any cloud provider staff view unencrypted customer data? No • Do you conduct background investigations for employees that have access to the data? Yes • Do you require annual security awareness training for your employees? Yes • Does the cloud service offer file versioning for documents? Yes. Appian has out-of-the-box version control for all objects, including documents. This version control tracks the change that was made, who made it, and when it occurred. Users can upload new versions of a document and view its previous versions as necessary. https://docs.appian.com/suite/help/24.1/folder-and-document-management.html ○ If so, how many days or revisions are in the version history? County configurable based on county's record retention policy. • Do you provide Single-Tenant Data Isolation (data is completely isolated logically and physically from other customer's data)? Yes • Does your solution include disaster recovery with geo-redundant document and data storage? Yes • What are the penalties and costs to remove county data from the cloud vendor? None • What is your data retention policy after the conclusion of a contract? (Such as how is the data removed from the cloud storage?) Appian retains customer data for current customers indefinitely during the life of the service. Customers may retain or delete data through their Appian Cloud site(s) / application(s) in accordance with their specific requirements. Appian securely deletes all customer systems and data after termination of service using native AWS deletion functionality typically after 30 days or on demand. All data at rest is encrypted while in Appian Cloud. Backup copies are retained for 28 days.</p>		
VH6	<p>The proposed solution allows customers to audit the cloud SOC and their processes and procedures.</p> <ul style="list-style-type: none"> • Explain if the cloud vendor is SAS 70 Type II audited and willing to provide a copy of their SOC 2 report? <ul style="list-style-type: none"> ○ ((SAS 70 is a report on audit and controls verification); SOC 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.) 	C

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

#	Vendor-Hosted (SaaS) Only	Response Code
	<ul style="list-style-type: none">• Can a customer audit the cloud SOC and their processes and procedures?• Does your solution log successful and failed authentication attempts?	
<i>Vendor Response:</i> • Explain if the cloud vendor is SAS 70 Type II audited and willing to provide a copy of their SOC 2 report? Appian will provide trust and compliance reports when needed. o ((SAS 70 is a report on audit and controls verification); SOC 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.) • Can a customer audit the cloud SOC and their processes and procedures? Yes, Appian can provide all SOC reports directly to the County. • Does your solution log successful and failed authentication attempts? The Appian PaaS tracks access attempts, date, time, IP address, and more.		

Exhibit E - Snohomish County Technical Standard Questions

RFP-24-027BC-S

Custom Modification Information

Snohomish County prefers to purchase licenses for an “off the shelf” solution. For each requirement in the technical standards that you responded to with a **WC** (i.e., functionality can be available at go-live through a modification), use the table below to describe the modification and associated project impacts. *Add more lines as necessary.*

[illegible]

NOTE: The total cost and hours indicated above should match the information given in the Cost Form.