<p style="text-align:center">**COOPERATIVE PURCHASING AGREEMENT FOR**</p>

<p style="text-align:center">**Carahsoft Technology Corporation**</p>

This Cooperative Purchasing Agreement for **Cloud Solutions** (the "Agreement") is entered into, by, and between Snohomish County, a political subdivision of the State of Washington, and **Carahsoft Technology Corporation** a Virginia Corporation ("Contractor") registered to do business in Washington State and a reseller of Accela services.

Recitals

1. On December 21, 2015, the **State of Utah** Division of Purchasing issued Request for Proposal ("RFP") #CH16012 to procure **Cloud Solutions**. The RFP included language to allow other government entities to cooperatively purchase off the contract awarded.
2. As a result of the competitive process, **Carahsoft Technology Corporation** was awarded a contract for **Cloud Solutions #AR2472** on October 13, 2016 by the National Association of State Procurement Professionals (NASPO) in conjunction with the State of Utah Division of Purchasing ("NASPO Agreement")**.**
3. Washington State Department of Enterprise Services has a Participation Addendum Agreement with NASPO for Cloud Solutions provided by **Carahsoft Technology Corporation.**
4. Snohomish County needs **Cloud Solutions**. The County has researched the availability of **Cloud Solutions** and believes this contract to be in the best interest of the County because of the discounted pricing and quality of the **Cloud Solutions** offered by **Carahsoft Technology Corporation.**
5. **Carahsoft Technology Corporation** has agreed to offer **Cloud Solutions** to Snohomish County based on the language in **the Participation Addendum Agreement between NASPO** and **Washington State** and **Washington State** and **Carahsoft Technology Corporation** Contract Number 05116 ("Cooperative Agreements").
6. Snohomish County has reviewed **Washington State** and **Carahsoft Technology Corporation's** contract documents:
    a. Snohomish County is requesting the ongoing purchases of **Cloud Solutions** from **Carahsoft Technology Corporation**
    b. The Snohomish County Office of Risk Management has reviewed and approved pertinent contract language related to indemnification and insurance.
    c. The Snohomish County Purchasing Department agrees that based on research, information, and belief, **the State of Utah** complied with its own statutory contract requirements for competitive solicitation and posted the RFP online in compliance with RCW 39.34.030(5)(b).
7. Snohomish County believes that taking advantage of the pricing and terms contained in the **Washington State** Contract is in the best interest of the County.

AGREEMENT

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

1. Purpose: The purpose of this Agreement is to allow Snohomish County to purchase, and for **Carahsoft Technology Corporation** to provide, **Cloud Solutions**. The parties agree to the terms and conditions contained in the Contract for **Cloud Solutions** between **Washington State** and **Carahsoft Technology Corporation** executed on August 1, 2017 (05116), unless otherwise specified in this Agreement. The **Washington State** Contract is attached hereto and is hereby incorporated into this Agreement by reference.

2. Section 16. of the **NASPO Agreement** is amended for this Agreement to include the following additional language:

   > g. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name Snohomish County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity or insured through a government risk pool authorized by Washington State.
   >
   > The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, Additional Insured Endorsement, and all insurance notices to: Snohomish County IT Department, 3000 Rockefeller Avenue, M/S 709, Everett, WA 98201.

3. For any statement of work or purchase related to this Cooperative Purchasing Agreement, the following Term & Termination language shall apply:

   Term of Agreement.

   The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the date of Acceptance of the System, and may be extended by the County for five (5) additional two (2) year option terms, by providing thirty (30) days' written notice.

   A. The maximum term for this Agreement, consisting of the initial term and all additional term(s), is fifteen (15) years from Acceptance unless extended by written agreement signed by all parties.

Termination.

A. Termination for Convenience. The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing 30 day's written notice 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 County shall not be entitled to any refund of any prepaid Subscription fees. 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. Termination for Default. Either party may, at its option, terminate the agreement immediately upon written notice to the other party if the other party:

a. Breaches its confidentiality obligations under this Agreement;

b. Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

c. Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

d. Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

4. Section 5 of the **Washington State Participating Addendum Agreement**, is amended to add the following Primary Contact for Snohomish County:

NOTICE AND CONTRACT REPRESENTATIVES

Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

Snohomish County Contract Representative:
Name: Dee White
Title: Senior IT Contracts Specialist
Address: 3000 Rockefeller Avenue, M/S 709
            Everett, WA 98201
Phone: (425) 388-3309 / DIS.Admin@co.snohomish.wa.us

5. The following attachments are hereby added as follows:

    a. Quote # 55158282
    b. Accela Statement of Work (SOW)
    c. Exhibit 1 – Accela Consulting Services Policy
    d. Exhibit 2 – Accela Subscription Services Agreement
    e. Exhibit 3 – Accela Availability and Security Policy
    f. Exhibit 4 – Accela Data Storage Policy

6. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

7. Unless otherwise specified in this Agreement, all terms and conditions contained in the NASPO Agreement and Cooperative Agreements remain in full force and effect and bind the parties to this Agreement.

8. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

Snohomish County   **Carahsoft Technology Corporation**

_____   _Natalie LeMay_   09/05/2025

Snohomish County Executive   Date   Authorized Signature   Date

_____

Snohomish County Risk Management   Date

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT

TO: Dee White Senior IT Contract Specialist Snohomish County 3000 Rockefeller Ave MS 709 Everett, WA 98201-7288 USA	**FROM:** Jazmine Fitts Carahsoft Technology Corp. 11493 Sunset Hills Road Reston, Virginia 20190
EMAIL: D.White@co.snohomish.wa.us	**EMAIL:** Jazmine.Fitts@carahsoft.com
PHONE: (425) 388-3309	**PHONE:** (571) 662-3147

TERMS:
Contract Number: 05116
NASPO Master Contract Number: AR2472
Contract Term: 07/17/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	55158282
QUOTE DATE:	04/02/2025
QUOTE EXPIRES:	11/30/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$2,134,127.52
TOTAL QUOTE:	$2,134,127.52

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	SS28000SU700	Single User SaaS - Accela Environmental Health 12 Months Accela Inc - SS28000SU700 Start Date: 10/30/2025 End Date: 10/29/2026		$2,969.99	COOP	80	$237,599.20
		YEAR 1 SUBTOTAL:					$237,599.20
		YEAR 2					
2	SS28000SU700R1	Accela Environmental Health Annual - SaaS (1st Renewal Term) Accela Inc - SS28000SU700R1 Start Date: 10/30/2026 End Date: 10/29/2027		$3,233.60	COOP	80	$258,688.00
		YEAR 2 SUBTOTAL:					$258,688.00
		YEAR 3					
3	SS28000SU700R2	Accela Environmental Health Annual - SaaS (2nd Renewal Term) Accela Inc - SS28000SU700R2 Start Date: 10/30/2027 End Date: 10/29/2028		$3,437.72	COOP	80	$275,017.60
		YEAR 3 SUBTOTAL:					$275,017.60
		YEAR 4					
4	SS28000SU700R3	Accela Environmental Health Annual - SaaS (3rd Renewal Term) Accela Inc - SS28000SU700R3 Start Date: 10/30/2028 End Date: 10/29/2029		$3,609.61	COOP	80	$288,768.80
		YEAR 4 SUBTOTAL:					$288,768.80

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 5					
5	SS28000SU700R4	Accela Environmental Health Annual - SaaS (4th Renewal Term) Accela Inc - SS28000SU700R4 Start Date: 10/30/2029 End Date: 10/29/2030		$3,790.55	COOP	80	$303,244.00
		YEAR 5 SUBTOTAL:					$303,244.00
		SERVICES					
6	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 1: Define - 1a - Project Schedule Project Management Plan Project Kick-off Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
7	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 1: Define - 1b - EnvisionConnect Migration Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
8	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 2: Refine - 2a - Core Team Training Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
9	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 2: Refine - 2b - Refine Stage Conference Room Checkpoint Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
10	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 3: Develop - 3a- Report Development Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
11	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 3: Develop - 3b - Interface Development Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
12	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 3: Develop - 3c - Develop Conference Room Checkpoint Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
13	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 4: Deploy - 4a - User Test Execution Support Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
14	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 4: Deploy - 4b - User Test Completion Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
15	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 4: Deploy - 4c - Train the Trainer Training Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
16	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 4: Deploy - 4d - Final Conversion and Cutover/ Go Live Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16

QUOTE DATE: 04/02/2025
QUOTE NO: 55158282

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
17	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Stage 4: Deploy - 4e - Transition to Customer Support Carahsoft Technology Corporation - AR2472-CAR001-101		$64,234.16	COOP	1	$64,234.16
		SERVICES SUBTOTAL:					$770,809.92
		SUBTOTAL:					$2,134,127.52
		TOTAL PRICE:					**$2,134,127.52**
		TOTAL QUOTE:					**$2,134,127.52**

Accela Credit: Customer has previously entered into Order(s) for Support which will be replaced by this Order. Upon delivery of the SaaS licenses under this Order, customer will receive prorated credit for prepaid Support from the delivery date of the SaaS licenses to the renewal date of the previous Support Order(s).

Licenses: Accela shall provide the County with 80 user licenses. All licenses shall have read and write access, and admin capabilities. Two County staff may have authorized user status to file tickets with Accela support and make account changes with Accela staff. Additional licenses may be purchased at the price per user defined above in the quote

All use of the Accela services specified in this document shall be governed by the Accela Subscription Services and Support Agreement under NASPO contract number: AR2472 at accela.com/terms. By placing an order, customer accepts and agrees to be bound by the Accela Terms

Statement of Work

EnvisionConnect Migration to the Accela Civic Platform

Snohomish, WA

08/01/2025

Version 1.5

DOCUMENT CONTROL

Date	Author	Version	Change Reference
3/11/25	E Strang	1.0	SOW Created
4/28/2025	E Strang	1.1	Updated language based on feedback Added the Amanda integration
6/5/2025	E Strang	1.2	Updates to version: - Finalized Appendix A - Single Sign-On for Back-Office, Online RME and On-Line RME integrations in the Solution Overview and Appendix C sections
7/17/2025	Snohomish County	1.3	Updates to version - Revised scope - Added terms language
8/1/2025	E Strang	1.4	Updates to version - Accepted changes that are agreeable - Flagged items that we need to discuss - Updated costs based on revised scope
8/15/2025	E Strang	1.5	Updates to version - Removed the record types, "Exempt from permit" and "Application Status" as they will be handled through system features - Added a one-way integration to OpenText - Added definitions for specifications to the SOW

TABLE OF CONTENTS

I.   INTRODUCTION

This Statement of Work ("SOW") sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc. ("Accela") through their third party reseller, Carahsoft Technology Corporation ("Carahsoft") to Snohomish County ("County").

This SOW is governed by the terms and conditions of the Attachment 1 Accela Consulting Services Policy found at https://www.accela.com/terms/.

In the event of a conflict between the SOW and the Cooperative and NASPO Agreements (collectively, the "Agreement"), the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Services but will not prevail over, modify, or terminate any surviving provision of the Agreement.

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to County under this SOW.

II.   SUMMARY

Accela shall upgrade the County from EnvisionConnect to the Accela Civic Platform and Environmental Health Civic Application. This SOW outlines the configuration and onboarding activities that are included with the SaaS subscription, describes the configurations the County will receive, and describes how Accela will perform the onboarding and configuration.

The subscription includes the following SaaS products:
- Environmental Health Civic Application for Decade Migrations
- Accela Citizen Access Public Portal (ACA)
- Accela Mobile
- GIS
- Construct API

Notwithstanding the Accela "End of Life Policy" for EnvisionConnect, Accela will continue to support and maintain all aspects of the County's existing EnvisionConnect platform until the County provides written acceptance that EnvisionConnect has been successfully migrated to Accela Civic Platform and is operating as expected.

A. SOLUTION OVERVIEW

This SaaS based solution will provide the following functionality:
- Application intake from a citizens portal as well as in the back office
- Permit review, issuance, renewal, amendment
  - With related invoicing for issuance and renewal
- Inspections – including access for inspections at the public portal
- Code enforcement
- Mobile and remote inspection
- Integrations with third-party systems
- Time accounting tracking

- Payment processing
- Reporting
- Billing and invoicing – Per the solution standard functionality

Accela has worked with the Agency in identifying the processes, reports and integrations required for the success of the solution. The list of processes to be implemented is found in Appendix A: Solution Inventory.

Integrations are implemented by leveraging Accela's Construct API and standard adapters. This implementation includes the following integrations:

- Point and Pay
- Environmental Systems Research Institute (ESRI) – Standard Integration
- AMANDA
- OpenText – One-way integration to store select set of document types (e.g., Septic "As-Built") to OpenText when first uploaded or replaced later
- Single-Sign-On (SSO) – Standard Integration (SAML Based Microsoft SSO)

Accela will provide training to the Agency as defined in Appendix H: Training.

B. DEFINITIONS

- Automation Specifications – A Jira ticket that outlines the following for each automation. It serves as a communication tool between stakeholders—such as business users, analysts, and developers—to ensure that everyone has a shared understanding of what the automation should deliver.
    - o Script Name
    - o Trigger Event, Batch, of Set
    - o List of associated events, batches, and/or sets
    - o Logic for selection criteria and action
- ESRI Specifications – A detailed Accela Product document that outlines the requirements to setup the interface between Accela and ESRI ArcGIS. It serves as a communication tool between ESRI Administrators and Accela Civic Platform Administrators.
- Integration Specifications – A detailed document that outlines the following for each interface that needs to be created. It serves as a communication tool between stakeholders—such as business users, analysts, and developers—to ensure that everyone has a shared understanding of what the integration should deliver.
    - o DESCRIPTION & PURPOSE
    - o
    - o Method by which the integration will be completed
    - o Frequency/Trigger to run the integration
    - o Performance Requirements
    - o Use cases for testing
- Report Specifications – A detailed document that outlines the following for each report that needs to be created. It serves as a communication tool between stakeholders—such as business users, analysts, and developers—to ensure that everyone has a shared understanding of what the report should deliver.
    - o Description & Purpose
    - o Report Fields

- o   Report Mock-Up
- o   User Parameters
- o   Data Selection Criteria
- o   Reporting Tool, Output File Format, & Automation

III.   PROJECT METHODOLOGY

Accela's Services team will apply Accela's standard methodology throughout the life of the Agency's implementation. This is a proven methodology that ensures quality results and positions the Agency for success.

Accela and Agency will prepare a joint Project Management Plan and Accela will provide a project manager and key resources to complete implementation tasks alongside the Agency team. This project is delivered in four stages (Define, Refine, Develop and Deploy) resulting in the Agency's production use of the solution.

A high-level of the methodology and associated activities and artifacts is defined in the table below. Details on the methodology are provided in Appendix D, which will serve as the basis for the parties' joint Project Management Plan and schedule. Deviations from the methodology, or agreed schedule, are handled via the change control and governance processes defined in the Project Management Plan.

Stage Title	Stage Overview	Activities and Artifacts
Stage 1: Define	The Define stage sets the framework for how the project will be managed throughout the project life cycle.	- Project Schedule - Project Management Plan - Project Kickoff - Solution Provisioning - EnvisionConnect Migration
Stage 2: Refine	The Refine stage begins the knowledge transfer of the Agency's Accela Civic Platform solution and promotes adoption of the new system. This stage completes the Agency-specific tailoring of the configuration.	- Core Team Training - Validation Sessions - Review and Verification testing - Conference Room Checkpoint - Integration Designs
Stage 3: Develop	The Develop stage builds upon the tailored solution from the Refine Stage adding integrations, and running the data conversion efforts. The result of this stage is a fully built solution ready for deployment.	- Business Automation Configuration - Interface development - Report development - Review and Verification testing - Conference Room Checkpoint
Stage 4: Deploy	After all development work has been completed, the system is ready for User Acceptance Testing (UAT), End User Training, and the final data conversion and cutover activities support Go-Live.	- Training Plan - Test Plan and Test Cases - User Acceptance Testing - End User Training - Final extract for production

Stage Title	Stage Overview	Activities and Artifacts
		• Final conversion load into production • Go Live Support and Transition to Accela Customer Support

IV.   GOVERNING PRINCIPLES

For Accela and Agency to successfully perform the onboarding described herein, there are several critical success factors that must be closely monitored and managed by Accela and Agency stakeholders. These factors are critical in setting expectations between the Agency and Accela, identifying and monitoring risks, and promoting strong communication:

Clear Business Objectives – The County has clearly documented their business objectives before the commencement of onboarding and shared those objectives with Accela.

Agency-specific Tailoring Inputs Identified and Documented – The County has documented and has a clear understanding of their processes to enable the Accela team to perform solution tailoring. For example, the County must have a clear understanding on how fees are calculated to support the solution. If there is an expectation that the County's business processes expand the scope of the solution, Accela will raise this risk to the County prior to proceeding.

Dedicated Agency Participation – Agency acknowledges and agrees, throughout the duration of the Services, to have (i) its staff and/or agents Agency personnel actively involved in the Project, and (ii) its software, hardware and other technology performing (or available for performance), each as specified in the agreed upon Project Management Plan (such Agency personnel and technology, collectively the Agency resources). Accela will communicate insufficient participation of Agency resources through project status reports and will indicate actual and potential impacts to the project timeline. Accela will work the Agency's Executive Sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical development phase. Please see Appendix E for a full description of Agency resources.

Executive Sponsorship, Governance, and Change Control – The initiative is supported by executive sponsors within the Agency who will drive the Agency staff participants towards overarching goals and standardization/adoption of the Civic Application Solution. The executives will remove roadblocks, quickly make decisions, support risk mitigation, and resolve escalated issues. Effective governance during the onboarding period and a tight change control processes for the subscribed solution requires alignment across Agency stakeholders. Throughout the project, the teams will encounter issues and decisions that require engagement of the joint Agency/Accela governance team. Invariably, changes to the identified solution will arise and the governance process must resolve these issues with urgency in order to avoid impacts to the schedule and scope.

Accela Standard Implementation Methodology – Agency acknowledges that is willing to adhere to and will adopt Accela's implementation methodology. Please see Appendix D for a full description of the Accela implementation methodology.

Knowledge Transfer – Agency personnel must participate in all the implementation stages and activities for Accela to transfer knowledge including: system architecture, system administration, internal user administration, troubleshooting, and configuration best practices, to the Agency. Once post-production transition tasks are completed by Accela, Agency personnel will assume all day-to-day business operation of the solution.

V. ADMINISTRATION

A. PROJECT TIMELINE

The project is estimated to take **9-Months**. The projected start date for the project will be determined by project resource availability after execution of the Agreement. A detailed schedule will be developed during the Define stage in collaboration with Accela and Agency Project Manager. If Agency determines they cannot meet the timeframes agreed upon by both parties in the detailed schedule, this will be escalated as discussion for change order.

Upon completion and Acceptance by the County of the final milestone (Deploy – 4e) for the work described herein, this SOW will be closed.

The table below represents the high-level timeline the estimate is based on:

Month 1	Define Stage
Months 2 – 3	Refine Stage
Months 4 -7	Develop Stage
Months 8-9	Deploy Stage

B. PAYMENT TERMS

Accela will perform the Services on a billing milestone payment basis. Payments will be based on: (i) the nature and scope of the Services and associated billing milestones outlined, (ii) the expected staffing requirements, (iii) the project schedule, (iv) Accela's and County's roles and responsibilities, and (v) the other assumptions as set forth in this SOW. The fixed-fee price is based on the information available at the time the Agreement is signed, the assumptions, dependencies and constraints, and roles and responsibilities of the parties, as stated in this SOW. After the Agency signs the Milestone Acceptance Form, Carahsoft will generate an invoice for the corresponding deliverable payment.

Deliverable-based Assumptions:
Deliverables will be documented in Accela-based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
Initial Milestone Review: For deliverables turned over to the Agency, Agency will have 10 business days to conduct review of the deliverable. Upon delivery of feedback, Accela will complete the agreed upon updates. If no comments are provided at the end of the 10-day period, the deliverable will be submitted for final review and Acceptance.
Final Milestone Review and Acceptance: Upon completing any updates following the initial review period, Accela will deliver the final deliverable to the Agency for Acceptance. Accela will provide the Agency with the Accela Milestone Acceptance Form to formalize Acceptance and completion of that piece of scope. The criteria outlined in the Services for the corresponding deliverable will be deemed Accepted based on the Acceptance criteria herein. The Milestone Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Management Plan, and delivered to Accela. The Agency has 10 business days to perform a final review on the deliverable and to sign off on the Milestone Acceptance form. If no comments are provided at the end of the 10-day period, the deliverable is deemed approved.

Agency agrees to assign a single designated approver for each project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Accela a minimum of one month before a deliverable is due.

The following lists each deliverable associated with a payment, and its criteria for Acceptance.

Stage Title	Milestone	Deliverable	Acceptance Criteria	Deliverable Amount
Stage 1: Define	1a	Project Schedule Project Management Plan Project Kick-off	• Sign-off validating the baseline project schedule has been finalized between both parties • Sign-off validating the Project Management Plan has been finalized between both parties • Sign-off validating the Project Kickoff meeting has been conducted	$64,234.16
	1b	EnvisionConnect Migration	• Complete record (program) mapping w/ Agency • Complete Import of configuration	$64,234.16
Stage 2: Refine	2a	Core Team Training	• Complete Core Team Training • Sign-off validating the Core Team Training has been conducted	$64,234.16
	2b	Refine Stage Conference Room Checkpoint	• Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration • Complete Conference Room Checkpoint	$64,234.16
Stage 3: Develop	3a	Report Development	• Delivery of completed reports, based on approved Report Specifications. This does not include EnvisionConnect report conversion.	$64,234.16
	3b	Interface Development	• Interface development complete, based on approved Integration Specification(s)	$64,234.16
	3c	Develop Conference Room Checkpoint	• Conduct Conference Room Checkpoint demonstrating the final configured solution, business automation, and reports	$64,234.16

Stage Title	Milestone	Deliverable	Acceptance Criteria	Deliverable Amount
Stage 4: Deploy	4a	User Test Execution Support	• Support Initial User Testing period	$64,234.16
	4b	User Test Completion	• Support defect resolution and retesting. • Resolution of critical and high severity defects related to configuration or custom development (sign-off is not dependent on resolution of product defects)	$64,234.16
	4c	Train the Trainer Training	• Complete Train the Trainer Training • Sign-off validating the Train the Trainer Training has been conducted	$64,234.16
	4d	Final Conversion and Cutover/ Go Live	• Deployment support prior to moving to production • Production system is available for daily use by the Agency	$64,234.16
	4e	Transition to Customer Support	• Execution of post-production stabilization support • Official transfer from the Accela Services project team to Accela Customer Support (sign-off is not dependent on resolution of defects that are transitioned to Customer Support)	$64,234.16
		TOTAL DELIVERABLES COST		**$770,809.92**

C. EXPENSES

There is no provision for travel expenses or travel time in this SOW as all work will be performed remotely.

D. CONTRACT SUM

The total amount for Services payable under this SOW, as calculated for the above-mentioned fees and expenses, is **$770,809.92**. On-site work and travel have been excluded from this SOW. If this should change, a change order describing the travel and expenses will be submitted to the County for review and approval.

E. CHANGE ORDERS

In order to make a change to the scope of the Services in this SOW, and subject to the disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Carahsoft will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will

result from the proposed change in the change order. Pricing will be based on an hourly rate of $183.73 per hour for remote work and $262.47 per hour for onsite work. Accela will continue performing the Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. Any change order must be agreed to by Accela, Carahsoft and Agency prior to commencing any activities defined in the change order. Change order(s) may require a formal contract amendment before work can proceed.

F. EXPIRATION

The scope and terms of this SOW must be executed by 11/30/2025. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

G. PROJECT MANAGEMENT

County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Accela/County). The County Project Manager and Accela will negotiate the Acceptance level of project management oversight at the kickoff meeting.

H. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Accela by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Accela 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.

Accela 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 contract price, if Accela knew of that problem and failed to include it in the applicable report.

I.   PROJECTS PUT ON HOLD AND AGENCY DELAYS

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. Notwithstanding Section H of this SOW, the Agency must send a formal written request to Accela to put the project on hold. Delays of two (2) weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days or is non-responsive to Accela communications for a term of 30 calendar days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a Project is put on hold, at minimum, Accela will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold,

project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Accela cannot guarantee a Project Start Date until Accela resources are confirmed.

J. 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.

K. DISCLAIMERS

Accela makes no warranties in respect of its Services described in this SOW except as set out in the Agreement. Any configuration of or modification to the product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event the Agency requires significant work beyond the scope of the included configuration and onboarding Services, Accela may request that Agency separately engages Accela's Services organization to complete the out-of-scope Services. In such an instance, a separate proposal and statement of work for the additional Services will be drawn up and agreed between the parties.

VI.   ASSUMPTIONS

A. GENERAL SCOPE ASSUMPTIONS

Any coding or integrations not specifically described in this document are not in scope.
Development of custom training materials is not in scope of Accela Services.
Scope of the project is based on discovery sessions with Agency prior to the SOW development.
Report conversion is not part of this scope. The County will use the standard reports and have an allocation of custom reports to meet the reporting needs.

B. PROJECT RESOURCING ASSUMPTIONS

- Resources expected by the Agency and Accela are listed in Appendix E.
- Accela personnel will attend Agency executive steering committee meetings through a remote connection.
- In the pricing, Accela has assumed the appropriate resourcing to ensure success for the scope outlined. Additional support requested by the Agency over this level of resourcing would necessitate a change order that could impact the cost of the project.
- Accela personnel will not be required to provide Services on-site if doing so would put Accela personnel at actual or potential risk, as determined at Accela's sole discretion.
- Accela is not responsible for impacts to the project timeline created by dependency on Agency third party consultants. Timeline changes will result in a change order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.

C. ACCELA TECHNICAL ASSUMPTIONS

- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. Those systems are enumerated as "integrations" above in section II, A, Solution Overview. Further details for the non-standard integrations can be found in Appendix C – Interface Development. All interfaces will be developed against one (1) agreed upon version of the 3rd party system.

- Agency will select/purchase/acquire the appropriate third-party software prior to the project start date. In the event third party software is not available and provisioned by project start date, a change order may be needed to cover delays in project work.
- Integration Specifications documents will not be produced for any standard integrations, such as GIS, Single Sign-On (SSO), and standard payment adapters.

VII.   ATTACHMENTS

Attachment 1 – Milestone Acceptance Form Sample

APPENDIX A: SOLUTION INVENTORY

This appendix lists the subscribed Solution Inventory. This inventory has been created based on consultation with the Agency. This list represents all record types that are in scope for the implementation.

	Agency Process (Record Type)
1	53-SOLID AND HAZARDOUS WASTE Includes: • Solid Waste • Solid Waste Enforcement • Solid Waste Complaint
2	54-OSS AND LAND DEVELOPMENT Includes: • Onsite Sewage • Onsite Operation and Maintenance
3	56-FOOD Includes: • Food Inspections • Food General Plan Review • Food Plan Revision • Food Plan Remodel • Food Plan Consultation • Food Permit Change of Ownership (*) • Food exempt from permit • Food Application Status • Food Complaint
4	58-LIVING ENVIRONMENT
5	General Plan Review Includes: • School Inspection Program
6	Plan Revision
7	Remodel
8	Consultation
9	Change of Ownership
10	Temporary Food Event Includes: • Food Temporary Event • Food Application Status • Food Complaint
11	Food Complaint
12	Garbage or Sewage or Vector Complaint

13	Pool or Spa Complaint Includes: • Pool Inspection • Pool Plan Review • Pool or Spa Complaint
14	School or Camp Complaint Includes: • Camp Program/Complaints • School Plan Review/Complaints
15	Smoking in Public Places Complaint
16	Code Enforcement (NEW)
17	PPA Program
18	Platting (NEW)
19	52-Drinking Water (NEW)
20	Septic Contractors (NEW – Certified Professionals)

APPENDIX B: CIVIC APPLICATION TAILORING FRAMEWORK

Accela will perform the tailoring identified below based on the Civic Application record types listed in Appendix A Solution Inventory.

Accela will conduct solution tailoring sessions for the following areas:

A. FEE SCHEDULE CONFIGURATION

Accela will configure fee items for each record in the Solution Inventory. A fee item represents a fee with a distinct general ledger account and item description on the invoice. Accela will configure each unique fee item based on the native fee formulas in the Civic Application, which include flat fees, fees based on a specific range, and fees using fee indicators. Examples include fee calculations based on the number of employees or a square footage fee for a building. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic, is not included in the subscribed service.

B. NEW AGENCY DEFINED DATA FIELDS CONFIGURATION

The Agency can request up to a total of fifty (50) new or modified agency defined data fields above what is already provided in the Accela Civic Applications to track required data elements driven from Agency business processes and municipal reports, such as Number of Sinks or Accessible Ramp Degree Incline. Accela will configure each new or modified agency defined data field using one of nine data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.
All existing 480+ Agency User-Defined-Fields (UDFs) will be migrated. This migration will be into existing data fields with Accela Civic Platform wherever possible. The fifty (50) UDFs mention above are in addition to the migrated fields.

C. WORKFLOW

The processes in EnvisionConnect will be mapped to the Accela Environmental Health Civic Application. The Civic Application includes a predefined set of workflows. Processes within EnvisionConnect will become workflows in Accela. It is expected that the County will adopt the workflows within the Accela Civic Application.

D. INSPECTION CONFIGURATION

Accela will configure up to ten (10) discrete inspection types with checklists for use in the system. The Agency must provide all inspection and checklist information prior to Tailoring Workshops. Accela will also configure up to forty-five (45) new inspectors in the system, including inspection district and discipline. The Agency is responsible for providing GIS layers for inspection districts.

E. PRE-DEFINED USER GROUP PERMISSION DISTINCT UPDATES

Accela will provide up to ten (10) distinct updates to the pre-defined user group permissions configured in the deployed Accela Civic Application. Using the Accela Roles and Functions Matrix document, the Agency will indicate which permissions need to be updated for the user group role. For example, if the Agency wants the inspector role to collect fees and payments, this will be an update to allow additional access to the current role defined. Each permission update, add or removal of access for a defined user role, is considered a distinct single action change.

F. CITIZEN ACCESS CONFIGURATION

Accela utilizes the Civic Application to complete the configuration for the Agency's public portal, including branding, updating the record instructional text with Agency language, descriptive help instructions for specific Agency-defined data fields, and updating the online disclaimer text. Accela will perform these activities for the records in the Solution Inventory.

The following use cases are included in the subscribed solution:
Submitting an online application for the records in the Solution Inventory that are deemed available online
Ability for applicants to check on the status of a submitted application i.e., see where the application is within the workflow routed to a specific group
Request an inspection
Upload additional documents based on request from Agency
Check the status of an issued license
Renew a license

System will also provide shopping cart functionality, i.e., access the shopping cart throughout the order session, including:
Changing items in the cart
Removing items in the cart
Adding items to the cart
   a. Item descriptions
   b. Item prices
   c. Convenience fees
   d. Total cost

G. STANDARD REPORT BRANDING

Reports are defined as anything that can be output from the system, including but not limited to, reports, permits, forms, documents, notices, and letters. The Civic Application includes a set of pre-built standard reports and documents. Accela will apply standard Agency branding to the Invoice, Permit, and Inspection reports.

H. ACCELA DOCUMENT SERVICES

Accela will configure use of Accela Document Services (ADS) for the Agency's document storage within the Accela Civic Platform.

I. ACCELA GIS CONFIGURATION

Accela will install and configure Accela GIS (JavaScript) to link and leverage existing Agency GIS information, including assistance with integrating map services with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:
Look up permit information and parcel information from the Permitting system.
View selection, location, and associated GIS information.
Select one or more parcels and add new applications to the permit system.
Auto-populate spatial attributes for a property in forms (including ACA).

During GIS installation, Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

J. USER ACCEPTANCE TESTING (UAT)

The Agency and Accela has agreed to the following User Acceptance Testing durations:

Initial Testing	3 weeks
Remediation	1 weeks
Remediation Testing	1 weeks
Total User Testing Duration	**5 weeks**

Additional details may be found under the User Acceptance Testing section of Appendix D: Accela Methodology.

K. POST GO-LIVE SUPPORT

Accela will provide **four (4) weeks** of post-production support to the Agency before transitioning support to Accela Customer Support. Additional details may be found under the Post Go Live Support and Transition to Customer Support section of Appendix D: Accela Methodology.

APPENDIX C: CUSTOMIZATION

A. AUTOMATION

During the Tailoring process, Accela and the Agency will identify opportunities to supplement the Accela Civic Platform base functionality via scripting to validate and automate business processes.

Automation is time boxed at **120 hours.** These hours include time for initial automation estimation, analysis, design of Automation Specifications, development, unit testing and QA. The team will document the process for managing to the time budget in the Project Management Plan.

Below provides the different complexity types and an average of how many hours each takes.

- Very High Complexity – Exports, imports, complex batches. Average 60+ hours.
- High Complexity – batch scripts (e.g., license expiration notice), page flow scripts. Average 40 hours.
- Medium Complexity – event scripts (e.g., auto-assign inspections, populating custom fields from GIS, placing a condition on a record based on custom fields and/or GIS data elements), pre- and post-scripts, and scripting expressions (non-wizard based). Average 16 hours.

Low Complexity – configurable scripts, wizard-based expressions. Average 4 hours

B. CUSTOM REPORTS

No existing reports will be migrated as part of this project. However, ten (10) new custom reports will be developed and may include some of the following report types. Report types cover permit and license certificates, notices and letters, inspection reports, invoices, data reports, such as management reports, metrics, and dashboards that track trends and performance. The project timeline assumes the following custom reports will be developed. If more custom reports are identified outside the below estimates, Accela and Agency will need to assess level of effort and follow the change control process.

- **Zero (0)** Very High Complexity Report - High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.
- **Zero (0)** High Complexity Report - Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.
- **Five (5)** Medium Complexity Reports - Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.
- **Five (5)** Low Complexity Reports - Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels.

Changes to the Report Specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the Report Specifications after approval require an analysis by Accela to determine the level of effort required, and if a change order would be required to complete the work.

If the Agency chooses to modify a standard report, this will require custom report development and will be assigned to one of the report complexities above based on the changes requested.

C. INTERFACE DEVELOPMENT

For each integration, Accela will work with Agency's technical and business leads to document the functional and technical requirements of the integration. Results will be captured in an Integration Specifications Document. Interface development begins upon written approval of the Integration Specifications. It is expected all interfaces will use Accela's Construct API, web services or batch engine. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

1. PAYMENT PROCESSOR

Accela will implement an interface redirect adapter between Accela Citizen Access (ACA) and the vendor to accept payments, redirecting the user to the one-time payment page of the payment site and paying associated fees in Accela (once payment is complete). Accela will develop this interface based on one (1) agreed upon version of payment processor provided by County.

The Agency has indicated the following parameters of the project:
- No partial payments in ACA
- Partial payments may be handled manually in the backoffice
- Refunds handled manually
- No trust accounts
- Additional 5 fields of metadata from direct transaction/permit records sent to payment processor
- Single merchant accountIntegration Specifications document provided by Accela.
- Demonstration and approval of the completed interface as per the requirements detailed in the Integration Specifications document.

2. AMANDA INTEGRATION

A one-way integration with the County's AMANDA application will be developed. Snohomish County Planning and Development department will provide a data extract from AMANDA that includes the data required by SHD and Accella. Accela will provide a solution for accepting the queried data from Amanda into Accela Civic containing a number of data fields (attachments will not be included). Accela will build a solution for adding the data to a group queue of service requests for processing, flagged as "from AMANDA". Accela will ensure the interface will respond to the request via email confirming that the request has been accepted for processing.

Acceptance Criteria:
- County reviews and approves the Integration Specifications document provided by Accela.
- Demonstration and approval of the completed interface as per the requirements detailed in the Integration specifications document.

3. OPENTEXT INTEGRATION

Accela will develop a one-way integration with the County's OpenText application.. Accela will send OpenText a select set of document types, to be defined, when they are uploaded or replaced in Accela.

For example, for Septic Permits, the "As-Built" plans will be sent to OpenText when they are uploaded or replaced

Acceptance Criteria:
- County reviews and approves the Integration Specifications document provided by Accela.
- Demonstration and approval of the completed interface as per the requirements detailed in the Integration specifications document.

D. DATA CONVERSION

The data conversion process will take the data from the legacy system and extract it in a manner that will be useable for the new system. This iterative process will take place for the EnvisionConnect database based on the records in the Appendix A Solution Inventory.

APPENDIX D: ACCELA METHODOLOGY

This Appendix further defines the specific activities, outputs, and roles/responsibilities for the four stages: Define, Refine, Develop, and Deploy.

A. DEFINE

The Define Stage sets the plan and foundation for the Agency's Accela Civic Platform implementation. The stage will be initiated once the parties execute all contract documents. This stage defines how the project will be managed throughout its lifecycle. Accela will provide Agency with a Project Management Plan which documents key disciplines, processes, and standards for how the project will be managed from roles and responsibilities to risk management. Accela and Agency will collaborate on the project schedule to define the tasks with durations and resource assignments. Accela will provide a SharePoint site as the primary repository for tracking all project related documentation, issues and risks. Accela will provision the Agency's non-production environments and install the subscribed Civic Application Solution.

1. PROJECT INITIATION

Prior to the formal project kickoff, a series of pre-kickoff activities will occur. The Accela and Agency Project Managers, along with key staff, will meet to confirm alignment between the parties prior to starting the process. Meetings will include a review of the overall approach and methodology, discussion of expectations, and commencing the detailed planning activities.

Accela will review with Agency the subscribed solution inventory through a facilitated orientation workshop. The Solution Inventory illustrates the Agency's subscribed Civic Application solution by mapping the Agency's record types to Accela Civic Application features (as shown in Appendix D).

The following staff will be included in the pre-kickoff activities:

Agency Staff:
- Agency Project Sponsor
- Project Manager
- Organization Change Manager

Accela Staff:
- Regional Director
- Project Manager
- Solution Architect
- Implementation Lead

Accela Responsibilities:
- Communicate the Accela Implementation Methodology
- Create the project SharePoint site and provide access to the Accela and Agency teams.
- Review and begin elaborating the project schedule and Project Management Plan.
- Facilitate Solution Inventory orientation workshop.

Agency Responsibilities:
- Make available the appropriate key Agency users for the review.
- Confirm adherence to the Accela Implementation Methodology.
- Participate in the Solution Inventory orientation workshop.
- Gather and provide the following:
  a. Paper applications
  b. Fee schedules
  c. Inspection checklists, inspection types and results
  d. Communication standards (if applicable)
  e. License and Conditional License samples
  f. Letterhead sample
  g. User list (including email addresses and department)
  h. Sample Warning Letter
  i. Sample Revocation/Suspension Letter
  j. Merchant Account information (if applicable)
  k. earing Calendars (if applicable)

2. PROJECT SCHEDULE

The purpose of this activity is to jointly elaborate the project schedule to enable the parties' management teams to drive and monitor progress throughout the implementation. Agency and Accela will review their responsibilities before work begins (prior to commencing the Refine Stage) to ensure tasks can be satisfactorily completed in the agreed upon timeframe and the appropriate resources will be made available. It's assumed the Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities of the agreed upon project schedule.

The project schedule is managed using Microsoft Project. The project schedule assumes timely completion of Agency-led activities and tasks, availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project schedule) Agency tasks may adversely impact overall project timeline. Material delays impacting the critical path by more than 10 business days of the baseline schedule are handled via the Change Control process defined in the Project Management Plan.

Output:
- Mutually agreed upon project schedule that will service as the baseline schedule.

Accela Responsibilities:
- Finalize staffing for the Accela project team.
- Finalize the project schedule that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).

Agency Responsibilities:
- Provide input to tasks and duration in project schedule.
- Finalize staffing for the Agency project team. Guidelines and recommendations for the Agency project staffing are addressed in the Project Staffing section of this onboarding document.
- Sign-off on baseline project schedule milestone.

3. PROJECT MANAGEMENT PLAN
The Project Management Plan defines the management disciplines, processes, and standards the parties will adhere to during the project.

The following outputs are included:
- Project Management Plan – This document captures how the project will be managed covering disciplines such as change control, configuration management, quality assurance, and risk / issue management.
- Status Report – Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, a current version of the project schedule, risks that require mitigation, and a listing of any issues that may delay the project or jeopardize one or more of the production dates. The status report will be used for the on-going communication with the County to ensure the Project teams are aware of the activities being completed and upcoming activities.
- Project Artifact Repository – Accela will provide Agency and Accela teams with a SharePoint repository to house project artifacts. Artifacts produced during the project use Accela based templates and the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements.
- Governance Process and Committee Meetings – Established and scheduled, to include Accela participation.

Accela Responsibilities:
- Draft the Project Management Plan document (an Accela template) based on input from and collaboration with the Agency Project Manager.

Agency Responsibilities:
- Review the Project Management Plan

- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- Make available the appropriate key Agency users for the review.
- Adherence to the Project Management Plan as a source document for managing the project.

4. SOLUTION PROVISIONING

Accela will setup the Accela Civic Applications provisioned based on the Agency's subscribed solution and Solution Inventory. After setup the Agency will be able to log into the system and verify that the software is available.

Accela Responsibilities:
- Provision the subscribed Civic Applications in the cloud non-production development and test environments.

Agency Responsibilities:
- Validate that the subscribed solution is available.

5. PROJECT KICKOFF MEETING

The final activity as part of the Define stage is a Project Kickoff Meeting with all key stakeholders. This will include, but is not limited to, the Agency Project Sponsor, Accela and Agency Project Managers, and the implementation team members. The Kickoff Meeting is presented by both the Agency and Accela, and will cover topics such as project objectives, methodology and timeline.

Accela Responsibilities:
- Finalize Kickoff presentation.
- Co-Present with the Agency Project Sponsor and Project Manager on the project objective, methodology and timeline.

Agency Responsibilities:
- Provide input for the Kickoff presentation.
- Schedule and provide meeting facilities for Project Kickoff and other onsite activities.
- Co-Present with the Agency Project Sponsor and Project Manager on the project objective, methodology and timeline.

6. ENVISIONCONNECT MIGRATION

Accela will migrate the existing processes found in EnvisionConnect to the Accela Civic Platform. This includes: process flows, custom fields, fees, statuses, inspection types, checklists, non-checklist inspections, users and groups. Processes will be mapped to the predefined Environmental Health Civic Applications. Existing reports will not be converted.

The migration activities can occur in parallel to the project initiation and planning activities.

Accela Responsibilities:
- Load Agency's data and generate mapping spreadsheets
- Work with the Agency to confirm mappings from EnvisionConnect to Accela
- Import the Agency's configuration based on mappings
- Execute initial Data Migration to Accela conversion environment

Agency Responsibilities:
- Provide database extract to Accela
- Review and provide input to the mappings

B. REFINE

The Refine stage begins the knowledge transfer of the Accela Civic Platform and adoption of the new system. This stage is where tailoring of the Civic Application for the Agency is performed. Accela starts this stage with training the Agency's core team on the subscribed Accela solution, then conducts Civic Application Tailoring Workshop readiness sessions. Following these sessions, the Tailoring Workshops begin, using the Accela Civic Application non-production system real-time review of the provisioned Solution Inventory. During the workshops, Accela will demonstrate the Civic Application solution components that pertain to the Agency's application/record type(s), identify areas available for tailoring based on Appendix A, and make real-time tailoring updates as appropriate. As the Tailoring Workshops continue for additional application/record types, the Accela team will evaluate points of integration and collaborate with the Agency on the concept design for these integration points. During the Refine stage the Accela team will also orient the Agency to the legacy data conversion tool, Accela schema, and associated activities. Upon Accepting the configuration, the Agency and Accela team will conduct a Conference Room Checkpoint where Agency stakeholders will be invited to an overview of the system at this point in the project.

1. CIVIC APPLICATION SOLUTION CORE TRAINING

Accela will provide remote instructor-led training for Agency core onboarding team members that focuses on the subscribed Civic Application solution and associated administration/tailoring toolsets. This training is an essential component to project success. Agency staff involved in the tailoring, testing, and validation of the solution must be trained prior to the tailoring workshops. This training will help the Agency onboarding team understand the Agency's subscribed Solution Inventory.

Accela Responsibilities:
- Coordinate with Agency and schedule the appropriate day/time and confirm the Civic Application Solution Training content outlined in the provided agenda.
- Provide up to 4 days remote Civic Application Solution Core Training.
- Provide Agency access to the Accela Learning Management System (LMS), provide instruction on how to register and login, along with how to search for and find the online training content.

Agency Responsibilities:
- Select and prepare the onboarding team members who will participate in the training.
- Schedule appropriate Agency staff participants and meeting locations for training activities.
- Provide instructions on accessing the Accela LMS to the staff users who will require the online training content.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.

2. ACCELA CIVIC APPLICATION SOLUTION VALIDATION

Following the system provisioning and the EnvisionConnect migration, the team will begin validating the Agency's Civic Application Solution. Please refer to Appendix A for the processes to be reviewed.

Throughout the workshops, Agency staff will continue to learn how the Civic Application features are mapped to Agency record types and to their end-to-end processes.

3. WORKSHOP ORIENTATION

Prior to conducting the individual workshops, Accela will conduct a workshop orientation. The key Agency staff that will participate in the workshops will all attend the orientation. During this session, Accela will:
- Review dates and times of all workshops, as well as required participants of each
- Describe expectations of the workshops and the format/agenda of each
- Review Appendix B Tailoring Framework
- Review roles and responsibilities of the workshops and final goal (conference room checkpoint)

4. VALIDATION WORKSHOPS

Accela will conduct workshops with agency personnel to review and validate the solution components. During the Accela-facilitated workshops, we will review a subset of the records. For records not reviewed in an Accela-facilitated workshop, the Agency will have access to the working software solution in order to perform the remaining reviews independently.

Workshops cover the following topics:
- Review Intake in public portal to validate items such as data elements, documents, disclaimer, and fees
- Review Intake from back-office to validate items such as data elements, documents, and fees

Workshops adhere to the following format:
- Accela and Agency teams will review the Accela Civic solution during the workshop, focusing on areas where solution tailoring is available (refer to Appendix B for the Tailoring Framework).
- Accela will take note of the tailoring requests during the sessions. As much possible, Accela will make real-time updates in the session. All remaining updates will be completed after the session.

It is imperative that the above process occurs within the project schedule timeframes to delay subsequent activities and stages. Agency must commit all necessary SME's and IT personnel for the appropriate sessions as outlined by the Accela and Agency Project Managers.

Output:
- Solution Validation Workshops
- Document the Tailoring Punch List (items unresolved during the workshops to be closed prior to or during the subsequent Finalization and Conference room checkpoint.)

Accela Responsibilities:
- Facilitate solution tailoring workshops per the agreed project schedule.
- Update solution configuration based on workshop decisions.

Agency Responsibilities:
- Designate and authorize the Responsible Expert for each workshop who will make decisions and represent the department/business.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the workshops and verify the accuracy of the tailored configuration.

- Provide any documentation requested by Accela, including fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for workshop activities.
- Provide three to five Agency SMEs to test/review/confirm the tailored system prior to moving to the next scheduled project activity.

5. REFINE CONFERENCE ROOM CHECKPOINT

Following Agency validation, Accela will work down the open configuration gaps (the Tailoring Punch List - those items remaining after the workshops), driving closure of the solution configuration. This "Finalization" period of time is time-boxed (as defined in the project schedule) and requires dedicated time from the Agency and Accela project teams to rapidly close the open gaps. New items identified outside of the Punch List must be completed within the established time box. If the new item cannot be completed within the established time box, the Change Control process is triggered.

Finalization expectations:
- Accela will run a Configuration Report from the Civic Platform showing the details of the record's tailored configuration.
- The Agency team will review, test and confirm the tailored solution, enabling the teams to move to the next scheduled project activity.
- Solution changes (requests for configuration or customization outside the available solution tailoring framework) are deferred for review as per the Change Control process defined in the Project Management Plan.

When the Tailoring Punch List is resolved, the Agency Responsible Expert will sign the Milestone Acceptance Form, documenting finalization of the solution configuration.

To promote information sharing outside of the day-to-day project team following the Finalization period, the Agency's Responsible Expert will demonstrate the solution to key stakeholders during a Conference Room Checkpoint. The demonstration will cover 1-3 application types that demonstrate the solution from end-to-end.

Conference Room Checkpoint expectations:
- Accela will collaborate with the Agency users to select scenarios that should be demonstrated to peers and executive sponsors in a Conference Room Checkpoint meeting.
- Agency staff will lead a Conference Room Checkpoint meeting to demonstrate the completed solution configuration to peers and executive sponsors.
- Once the Conference Room Checkpoint is conducted and confirmed, the teams will move to the next scheduled project activity.

Output:
- Finalized tailored solution ready for the Develop stage

Accela Responsibilities:
- Close out agreed upon action items from the Punch List to support the Finalization Workshop.
- Assist the Agency's Responsible Expert in identifying a scenario to support the Conference Room Checkpoint.
- Produce the Detailed Configuration Report for all records.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Agency key users and content experts to participate in creating the system in an effort to learn about the system (knowledge transfer).
- Participate in the Finalization Workshop to verify that the identified configuration Punch List items from the Tailoring workshops have been closed.
- The Agency (Responsible Expert) will facilitate the Conference Room Checkpoint.

If enhancements or new requirements are introduced during Conference Room Checkpoints, they will be managed through the Change Management process and subject to change order.

6. INTEGRATION SPECIFICATIONS

Accela is responsible for the integrations on the Accela Civic Platform, with the Agency being responsible for the coordination and development of changes made to the 3rd party system.

Prior to development, Accela will work with the Agency to document Integration Specifications for each. Changes to the Integration Specifications after approval can negatively impact project progress and the overall schedule.

Accela Responsibilities:
- Conduct integration design sessions to review the interfaces in scope.
- Document the Integration Specifications for each integration in Appendix C in agreement with County Staff.
- Finalize each Integration Specifications document based on one round of feedback from the County.

Agency Responsibilities:
- Make available the appropriate key users and system experts to participate in the integration analysis and validation activities.
- Review each Integration Specifications document and provide one round of feedback.
- Review and approve the final Integration Specifications document to validate the comments are incorporated.
- Provide links and credentials for third party systems.
- Handle all coordination with 3rd party vendors including the review of the Integration Specifications document if deemed required.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party vendors to ensure data from Accela is in correct format.
- Updates to interface, post Go-Live, due to changes in 3rd party system or Agency business processes.

7. REPORT INVENTORY

The Civic Application solution includes a set of pre-built standard reports and documents. During the tailoring workshops, the Accela team will identify the reports provided as part of the subscribed Civic Application Solution. If the Agency requires additional reports these will be considered custom reports. Accela will assist the Agency to document a Report Inventory of the system outputs needed to support the production system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during tailoring workshops.

Accela Responsibilities

- Map agency report needs to the reports available within the subscribed Civic Application Solution.
- Perform standard/minor branding updates (e.g., Agency logo and contact information) for Agency's subscribed solution reports.
- Train Agency report writing staff on Accela ad-hoc reporting tool (for custom reports).
- Prepare/validate the standard report(s) with the Agency.

Agency Responsibilities

- Make available the appropriate key Agency users and content experts to participate in creating the report inventory.
- Provide Accela standard branding information (e.g., Agency logo and contact information) for all standard reports.
- For any custom reports identified, capture the custom report criteria and layouts.
- Designate Agency report writers to participate in report writing training for custom reports.
- Participate in the demonstration of the scenario from Refine stage and review the configurable reports included in the subscribed solution.

8. REPORT SPECIFICATIONS

Based on the scope of reports identified in Appendix C (Customization) Accela will work with the Agency to document Report Specifications for each. The Agency is responsible for providing a mockup (sample report) of what the desired report should look like from the new system.

Accela Responsibilities

- Document the Report Specifications for each report in Appendix C.
- Finalize each Report Specifications based on one round of feedback from the Agency.

Agency Responsibilities

- For each custom report identified, provide to Accela the custom report criteria and layout.
- Provide to Accela a sample mockup of each report, as expected from the Accela Civic Platform.
- Review each Report Specifications and provide one round of review comments to Accela.

Review and approve the final Report Specifications to validate the comments are incorporated.

C. DEVELOP

The Develop stage takes the processes (records) from the Refine Stage and continues the process for building and unit testing the solution which will include integrations, running mini-conversion activities, and functional testing of data conversion efforts (or dry runs for the production).

The subscribed Civic Application Solution includes pre-defined business process automation/validation. For example, common business rules are included such as sending an email to an applicant when a record is submitted and preventing record issuance when a balance is due. There is no tailoring of the automations as part of the onboarding solution. If custom solutions are defined in the tailoring workshops, these components are built by the Agency, and unit tested during the Develop stage.

1. INTEGRATIONS DEVELOPMENT

For each integration listed in Appendix C, Accela will work with Agency to document the Integration Specifications for the integration. Results will be captured in an Integration Specification document. It is expected all interfaces will use Accela's Construct API, web services or batch engine. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency is responsible in gaining appropriate system access to support the integration from appropriate application owners (including on premises or cloud/hosted, etc.) and handling all coordination with 3rd party vendors. All interfaces will be developed against one (1) agreed upon version of the 3rd party system.

Accela Responsibilities:
- Develop Integration Specifications documents for each interface in scope.
- Develop and unit test interface per signed Integration Specifications document.

Agency Responsibilities:
- Test each integration to ensure it is built and functioning per signed Integration Specifications document and provide one round of feedback.
- Any additional changes identified during review and testing beyond the scope identified above may be subject to a change order request.
- Make available the appropriate key users and system experts to participate in the integration development and validation activities.
- Provide links and credentials for third party systems.
- Handle all coordination with 3rd party vendors including 3rd party licensing, and end to end testing between Accela Civic Platform and 3rd party system.

2. REPORT DEVELOPMENT

In this step of the process, the Report Specifications finalized during the Refine stage are developed. Reports will be developed per record grouping and demonstrated in the Final Conference Room Checkpoint for that grouping.

Accela Responsibilities:
- Develop and unit test custom reports per signed Report Specifications.
- Provide one round of defect resolution following agency review period.

Agency Responsibilities:
- Make available the appropriate key users and content experts to participate in the report development and validation activities.
- Test each report to ensure it is built and functioning per signed Report Specifications document and provide one round of feedback.
- Review and approve each report to validate the comments are incorporated.

- Request change order if changes to Report Specifications are required.

3. ACCELA GIS CONFIGURATION

Accela will configure Accela GIS (JavaScript) to link and leverage existing Agency GIS information, including assistance with integrating map services with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

Look up permit information and parcel information from the Permitting system.

View selection, location, and associated GIS information.

Select one or more parcels and add new applications to the permit system.

Auto-populate spatial attributes for a property in forms (including Accela Citizen Access).

Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and internet are in place for the Agency's GIS services are available for Accela to consume. Accela technical staff will validate the proper configuration of the Accela GIS environment.

The following will be executed for this task:

- Configuration of xAPO (external Address Parcel Owner source – from Agency's ESRI GIS service)
- Setup of 5 Attribute Mappings (for any new data fields added to GIS component)

Accela Responsibilities:

- Configure Accela GIS and perform quality assurance checks on the configuration and performance.
- Demonstrate that the Accela GIS application is operational via successful communication between Accela Civic Platform and the Agency's ArcGIS.
- Conduct Accela GIS Administration training.

Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system setup, testing, and quality assurance throughout the configuration process.
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Prepare the hardware, software, and network in accordance with the ESRI Specifications provided by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide Accela with network access to ArcGIS service, or the public link.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.
- Test each GIS integration to ensure that it is configured and functioning.
- Agency staff must review and test the integration and provide feedback to Accela Delivery based on the agreed upon project schedule timeline. Any additional changes identified during review and testing beyond the scope identified above may be subject to a change order request.

4. DATA CONVERSION

Converting historic/legacy data from the Agency's systems is a critical activity for the success of this project. The Agency will be responsible for Data Conversion validation

General Information and Requirements for Data Conversion:

- The standard data conversion includes the conversion of transactional data to the Accela database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" from the staging area into Accela. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela. The conversion process will not create configuration data or alter the mapped data when processed into Accela. Additionally, this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela "As-Is". All data cleanup must occur prior to load from staging area into Accela.
- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Document Service (ADS). In the event a 3rd party EDMS is used by Accela Civic solution, it is still possible to convert documents if the 3rd party interface supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (e.g., NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event files exist in a database they must be extracted into a windows file system prior to being evaluated for conversion.

Accela Responsibilities:
- Setup of a staging area for the Agency to run migration scripts to cleanse the data as they map the data to the Accela Civic Solutions
- Load two mock run migrations from staging to test once the Agency has completed their data cleansing and data mapping process—once for data validation testing and a second time prior to or during User Testing. The final production load will occur during production cutover.

Agency Responsibilities:
- Perform data mapping and conversion of EnvisionConnect data using Accela standard tools.
- Perform unit testing of the conversion program including spot checks of the data within Accela staging area to identify if data corruption issues exist.
- Agency is responsible for data cleansing at source, extraction and load to staging, data transformations, data enrichment, and business rules.
- Extensive quality assurance of legacy/historical data by the Agency is required to ensure accurate transfer of data.
- Extensive business user testing to ensure converted records can be processed in the Accela system.

5. DEVELOP CONFERENCE ROOM CHECKPOINT

As items are completed throughout the Develop stage, the Agency will be responsible for testing items to ensure they function according to the scope above. Once development and unit testing is completed, the Accela and Agency team will conduct a final Conference Room Checkpoint.

The Agency would walk the participants through an actual scenario(s) where the record would be created in the Public Portal (ACA) and demonstrate the steps to record/application/permit closure. This walk through should support any of the add-on components configuration, points of integration, business processes, reports, and a preliminary view of converted data (if applicable) based on the scenario. At the conclusion of the Conference Room Checkpoint, the Agency will Accept the solution and this will allow for the exit criteria.

If enhancements or new requirements are introduced during Conference Room Checkpoints, they will be managed through the Change Management process.

D. DEPLOY

Deploy is the final phase of the Accela Implementation Methodology. The Deploy Stage starts when all components of the system are developed and unit tested (including all components developed by the Agency), and the system is ready for User Acceptance Testing (UAT).

The Agency will prepare for UAT by creating test cases and a test execution plan. Agency will lead the test activities by executing test cases to validate the system is performing processes as defined in the solution inventory. The Accela team will address Civic Application solution defects as they are identified. The Agency team will address defects associated with custom development (reports, integrations, etc.). At the completion of UAT, Agency will conduct End User Training and the Agency and Accela will begin to prepare the cutover plan. Once training has completed, the cutover plan will be executed, and the Agency will Go-live on the Accela solution. Accela will provide post-production support to address bugs that are identified. The Accela team will then transition the Agency to the Accela County Support team for on-going support.

1. TRAINING PLAN

Accela onboarding approach follows a Train the Trainer approach to training. The Accela Trainer will train the designated trainer for each business area in the operations of functions in Accela.   Accela training is focused on use of the standard Civic Applications. The Agency will be responsible for training end users on how to use the system to accomplish agency-specific daily business activities. Customization of end user training material and end user training is also the responsibility of the Agency.

Accela will develop a Train the Trainer Plan. Agency will develop end user training plan.

The Training Plan for trainers will include:

An overview of the strategy for training for the solution.
The training subject areas, audience, objectives, approach, and milestones.
Definition of minimum competencies for Agency trainers and super users including approach for remediation of deficiencies related to Agency personnel skills.
Definition of components required in individual training plans, such as course outline, schedule, etc.
High-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing.

Accela Responsibilities:
- Prepare Train the Trainer plan and material based on Accela standard Train the Trainer content/curriculum.

Agency Responsibilities:
- Prepare end user training plan and associated content.
- Make available the appropriate Agency resources to provide required information.
- Identify users who will participate in the Train the Trainer sessions and end user sessions.
- Schedule participants and meeting locations for training sessions.

2. USER ACCEPTANCE TEST (UAT) PLAN

Accela will provide a Test Plan template to support the Agency's implementation. Agency will amend the Test Plan based on the implementation. The Test Plan will focus on the following:

- UAT process
- High-level plan/schedule to conduct UAT
- Who should participate?
- What should be tested?
- How to report an issue?
- Retesting issues that were fixed
- Sign-off

The Agency will review and jointly participate in updates to the Test Plan to include:

- Specific resource names
- Sign-off that resources have been adequately trained to execute test cases
- A list of test cases to be executed
- Detailed schedule of their test execution plan

It is critical that the Agency devote ample time and attention to the development of their test cases. Accela recommends the Agency use this opportunity to update their Standard Operating Procedures (SOPs) and/or custom Training Materials and leverage these as test cases. The Agency is responsible for creating and verifying all the test cases meet specific business needs. Test cases should confirm record creation, automation, workflows, inspections, citizen access, reporting, etc. and any other specific interface or areas within Accela used in normal business. Accela recommends Agency leverage SOPs as the basis of test cases. Test cases must be validated by the Agency experts and within the scope of the Civic Solutions and tailored configuration. Based on the developed test cases, the Agency is responsible for staffing appropriately so that the UAT activities will fit into the agreed upon onboarding duration. At the conclusion of UAT, the Agency should identify which test cases should be used for future regression testing when upgrades are applied. Accela recommends Test Cases form the basis for the Agency's ongoing Training and User Guides.

3. USER ACCEPTANCE TESTING (UAT)

User Acceptance Testing is formal testing by the Agency to validate the system is working per the project scope. Throughout the project, the Agency is expected to test components of the system as they are completed (i.e., configuration, reports, integrations, etc.).

Prior to UAT, the teams will establish a configuration and development code freeze on the test environment. As all components should have already been tested and validated during the Define and Develop stages, UAT should focus on end-to-end testing of the Agency's full business processes as they would perform in production.

User Testing includes the following distinct phases:

1. Initial Test – a timeboxed phase where the Agency runs through every test script and logs all issues in the issue tracker.
2. Defect Remediation – a time for Accela to remediate all implementation defects found during Initial Test. As time allows the Agency is encouraged to remediate all Medium and Low implementation defects, in preparation of taking ownership of the solution for post go live.

3. Remediation Testing – the phase where the Agency validates that all Critical and High implementation defects have been resolved.

The Agency will lead the UAT activities outlined in the UAT Plan. The Agency will test and validate the solution and its readiness to be migrated to production for active use. **All test cases should be completed prior to UAT.** At completion of Initial Test, Accela and Agency will create a Punch List and agree to Critical and High implementation defects required for remediation before Go-Live. The Punch List then becomes the focus of remediation and remediation testing. The Punch List will contain implementation defects responsible by both Accela and the Agency, based on which party was responsible for the original configuration/development.

It is critical that the Agency devote ample time and resources to this effort to ensure the system is operating per onboarding scope and ready for production. The testing effort will require a significant time investment by the Agency, and the commitment of resources is key to success.

Any extensions to User Testing durations will require a change order. If the Agency does not devote adequate time and staffing to User Testing to completely test the solution, Accela may opt to postpone Go-live at the Agency's expense.   Accela will work diligently with the Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay. Additionally, if out of scope items are identified throughout testing, a change order will be required based on the need for additional effort and/or extension of timeline.

Accela will ensure the appropriate test environment to be used for User Testing is setup and ready prior to the start of testing activities. This should include deployment of the approved configuration, automation, reports, integrations, and a full mock run of converted data. The Agency will ensure the appropriate Agency and/or 3rd party test environments are available to support integrations.

Accela will provide support for User Testing by answering questions and resolving Critical and High defects that are within the scope of the onboarding Services. Medium and Low defects should be resolved by the Agency as they are expected and encouraged to begin taking ownership of the solution in preparation for post go live. These updates should be closely coordinated between the Agency and Accela teams so that no unexpected issues or changes are introduced with the resolution of these Medium and Low defects. Requested changes to the system must be managed through the Change Management process and should not be treated as defects.

At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional), and test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Based on the UAT Duration table above, the high-level schedule of User Testing would be as follows:
*   **Initial Test:** Agency to execute <u>all</u> User Testing test cases. During this phase, Accela and Agency will also begin resolving Critical and High implementation defects identified throughout the testing. At the end of Initial Test, the Agency and Accela will develop and prioritize a User Testing Punch List to include open Critical and High severity implementation defects that are required for Go-Live, as defined in <u>Appendix E</u>.

- o The punch list must be finalized at the end of the Initial Test phase. Accela will export the current open implementation defects from the User Testing issue tracker and review this with the Agency at the close of the phase. Only in-scope issues will be considered for punch list resolution. The Remediation Phase (punch list/defect resolution) will be delayed until the Agency and Accela agree upon the punch list. At this point the issue tracker is closed.
  - o If the Agency has not completed execution of all their test cases at the end of the defined duration, then an extension to the project (and change order) would be required.
  - o **User Testing is a time-boxed activity** so it is critical the Agency identifies all issues in the Initial Test timeframe. If the Agency identifies issues AFTER the Initial Test phase (i.e., after the Punch List is agreed upon), these would be an extension to the project and a change order will be required.
- **Defect Remediation:** Accela will remediate, build and implement configuration updates for the User Testing Punch List (Critical and High implementation defects).
- **Remediation Testing:** Agency will perform testing to confirm the Punch List items are resolved. This period is for retesting issues found during the initial test period. It is not for performing additional User Testing. New issues go to the parking lot. The User Testing is deemed Accepted when Agency has verified the Punch List and severity of Critical and High implementation defects have been addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.

Output:
- Upon Acceptance of User Testing, a configuration and development freeze on TEST environment. This environment will be used to move to production.

Accela Responsibilities:
- Support the Agency in User Testing execution, remediation and retesting of punch list implementation defects.

Agency Responsibilities:
- Identify resources who will participate in User Testing.
- Any Critical and High priority issues assigned to the Agency must be responded to in the SharePoint tracker within 3 business days. For example, additional information needed or the results of Agency retest.
- Ensure that testers are adequately trained on the system to accurately execute test cases.
- Lead and manage the User Testing effort, including resources and test execution schedule.
- Execute the User Testing test cases developed by the Agency during the User Testing test plan activities.
- Make available the appropriate key Agency users and content experts to participate in User Testing as defined and managed by Agency.
- Resolve Medium and Low severity implementation defects related to tailored components.
- Determine which test cases will be used for ongoing regression testing.
- Leverage test cases as a basis for ongoing training and user guides.

4. PRODUCTION CUTOVER "GO LIVE"

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the

Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to production, Accela will assist in final data conversions, system validation, staff preparation and training, and coordination of deployment.

Output:
- Deployment support prior to moving to production.
- Assistance with setup of Integration points in production.
- Final Conversion run during cutover.
- Accela Civic Platform used in Production environment for Agency daily use.

Accela Responsibilities:
- Provide support the move to Production.
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from test to production.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to production.

Agency Responsibilities:
- Provide technical and functional user support for pre and postproduction planning, execution, and monitoring.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to production.

5.   POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA SUPPORT

This deliverable comprises the post-Go-Live support assistance that Accela will provide to address issues and provide consultative advice immediately following Go-Live. Accela will work with the Agency to address issues identified during this period using a postproduction Issues List. This list will comprise issues related to the defined deliverables listed in the onboarding package. Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of the onboarding Services, cosmetic changes, and procedures related to using the Accela solutions. Accela will not be developing or creating additional reports, conversions, interfaces, record types and workflow processes that were not included in the scope of this project during post deployment support.

Agency will take ownership of the production environment upon system Go-Live. To enable ownership of the production system, promote continued knowledge transfer, and provide the Agency with maximum flexibility to address not only high or critical defects not found during testing but also other desired incremental system changes, Accela will provide Tier 3 support to address issues and provide consultative advice. The Agency performs the functions of Tier 1 and Tier 2 support.

A formal meeting will be scheduled with the Agency, Accela Services Team, and Accela Customer Support for the purpose of transitioning support of future issues and questions from the Agency to the Accela Customer Support program.

Output:
- Accela will provide support for **four (4) weeks** immediately following deployment (Go-Live).
- Accela will work with the Agency to identify and address issues identified during this period using a post-production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela.

- Finalized post-production copy of issues list.
- Transition of Agency from Services team to Customer Resource Center for ongoing support.

Accela Responsibilities:
- Provide post-production support for Accela developed configuration and components. For example:
    a) Assistance with new UI or browser settings since not every user has accessed the new version of our software.
    b) Issue research.
    c) Escalation of issues that can't easily be resolved.
- Assist with the identification of issues for the post-production Issues List.
- Assist with issues that may arise related to the deliverables in this onboarding package.
- Transfer ongoing support of the Agency to the Accela Customer Support program.

Agency Responsibilities:
- Provide technical and functional user support for post-production support and monitoring.
- Examples of issues the Agency is responsible for include: training issues, functional changes beyond the scope of this onboarding package, cosmetic changes, and procedures related to the use of Accela Civic Platform.
- Develop and maintain a post-production Issues List.

6. CIVIC PLATFORM TRAIN-THE-TRAINER TRAINING

This course is intended to prepare identified County trainers to train their end users. Participants will first be taught the basic two-day end user course around the County daily Civic Solutions processes. Participants will engage in workshop practice sessions where the students teach each other and the Accela instructor sections of the two-day end user course. Feedback will be given to help the County trainers obtain the skills needed to effectively train their end users.

Output:
- Train-The-Trainer for End User Training

Accela Responsibilities:
- Coordinate with Agency and schedule the appropriate day/time to deliver the Train-the-Trainer. Training content outlined in the provided agenda.
- Deliver training per the specific requirements listed above.
- Provide Agency the Zoom engagement information for training.

Agency Responsibilities:
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Staff participants have successfully read and completed the recommended online course content.
- Schedule and Conduct End User training for agency end users.

For additional trainings see Appendix H: Training.

APPENDIX E: PROJECT RESOURCES

A. AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate Agency Personnel that will work together with the Accela Project Team for the Project. Agency will make available additional resources as needed for the Project to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services.

Agency Resources	Description
Project Sponsor	Responsibilities include: • Ultimate responsibility for the success of the project • Creating an environment that promotes project buy-in • Driving the project through all levels of the agency • High-level oversight throughout the duration of the project • Serving as the primary escalation point to address project issues in a timely manner
Project Manager	Agency will provide a dedicated Project Manager throughout the course of the engagement. Responsibilities include: • Overall administration, coordination, communication, and decision-making associated with the implementation • Planning, scheduling, and tracking the implementation with Accela and across departments within the agency • Primary responsibility for the coordinating and scheduling of Agency employees and facilities in support of project activities. • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: • Attending requirements workshop sessions • Willing and able to gather data and make decisions about business processes • Assist in the creation of Automation Specifications, Integrations Specifications, and Report Specifications • Review and test the system configuration • Participating in the implementation of the Accela Civic Platform solution.
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: • Being trained on the Accela system at a System Administration level

	• Being fully engaged in the Business Analysis and system configuration activities • Assist internal efforts towards the creation of reports, interfaces & conversions • Assist in the review and testing of the system configuration • Actively participate in the full implementation of the Accela solution.
Integration Developer	Responsibilities include: • Understanding integration needs of Agency and build designs • Write integration methods to meet the Agency requirements
Report Developer	Responsibilities include: • Understanding reporting needs of Agency and build designs • Attend the AdHoc training • Write or amend reports as the Agency requirements determine
Data Conversion Lead	Responsibilities include: • Lead efforts to cleanse the legacy data to be migrated • Perform mock data runs during the implementation and final production conversion
Organization Change Management Agent	Accela does not provide Change Management services as it relates to Organizational Change Management (OCM). We support the OCM objectives by supplying technical training, content for awareness meetings, demonstrations to user groups during the project, but we find the most success for the Agency to own the OCM objectives and have a dedicated change agent with the organization. Responsibilities related to the Accela workstream: • Have a designated OCM representative attend the Accela analysis sessions and determine how best to align Agency operational process with technical solution workflow. • Access the Accela test environment to become more familiar with the solution. • Participate in verification of the solution and attend Conference Room Checkpoints. • An Accela trainer can work with the OCM representative on a plan on how the Accela end user training will be integrated with the OCM campaign.
Trainer	• Primary responsibility for understanding the solution through attending the Train-The-Trainer sessions • Build the training materials for end users from the materials provided from Accela • Conduct End User Training

B. ACCELA RESOURCES

Accela will assign key resources for the onboarding project. Accela's Project Manager is responsible for coordinating the Accela team and its interaction with key Agency Resources assigned to the Project. The main roles are as follows:

Accela Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including: • Project plan management • Change order management • Issue log management and escalation • Status reporting • Project workspace management • Resources management • Work plan management • Meetings management • Project review with Project Executive
Lead Implementation Consultant	The Lead Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for: • Business analysis activities: Mapping the client's business processes to the functionality of Accela's Civic Application products • Leading tailoring and configuration activities • Providing training/mentoring to agency staff • Recommend industry best practices to agency to enhance business processes • Guide agency on how best to configure the system based on past experiences and software expertise
Technical Consultant(s)	• Database Conversions and data mapping assistance • Integration Specifications and development • Report definition and creation
Training Consultant	Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.

APPENDIX F: ISSUE DEFINITIONS

A. ISSUE TYPES

1. **Implementation Issues** – Implementation Issues relate to elements configured or built as part of the project such as record configuration, workflow configuration, business rules/automations, custom interfaces, and reports. An issue is considered an Implementation Issue when the software is not behaving as per the approved software version (e.g., development stage complete). Data Conversion issues are considered Implementation Issues if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.

2. **Product Defect** – Product Defects are to errors due to unexpected behavior within the Accela Platform source code. A Product Defect cannot be resolved through configuration changes and requires a new product release or hotfix/patch.

3. **Non-Defect Issue Examples**
    a. **Change** – Modifications or additions to the approved Automation, Integration, Report, GIS Specifications, scripts, reports, integrations, or Accela Civic Platform configurations are considered changes. Examples include:
        i. Changes to record configuration, new or changes to custom fields, changes to workflow configuration, new or changed expressions, new automation scripts, addition of business rules to existing automation script to account for previously un-documented exception cases or new requirements.
        ii. Addressing a Product Defect or product limitation via configuration changes (implementing a work around).
        iii. New report or change to existing report format, queries, or business logic
        iv. New interface or new transaction for existing interface or change to existing interface business logic.
    b. **New Requirement** – Previously undocumented business need driving additions or changes to the configuration is considered a new requirement.
    c. **Conversion Source Data Issue** – Data cleansing issues such as data that is incomplete, erroneously formatted, or misplaced due to data errors found in the source data set often lead to undesirable or unexpected product behavior or system errors.
    d. **3rd Party Product Issue** – Issues related to 3rd party system errors or results returned from a 3rd party system back to Accela through an interface. E.g., data in APO dataset is not up to date and causing errors in Accela or an error in the Financial system is leading to Accela transaction reconciliation problems.
    e. **Product Enhancement** – The Accela product does not current include or support the desired feature.
    f. **Training Issue** – The end user reported a problem that is attributed to user error
    g. **Infrastructure Issue** – The issue is rooted in Agency infrastructure or environment settings (such as server hardware/software, network infrastructure, security software/settings, end user hardware/software).

B. DEFINITION OF ISSUE, ISSUE SEVERITIES

An Implementation Issue relates to elements configured or built as part of the project such as record configuration, workflow configuration, scripts/automations, custom interfaces, and reports. An issue is considered an Implementation Issue when the software is not behaving as per the approved software version (Build stage complete). Data Conversion issues are considered Implementation Issues if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.

Severity Level	Description
Critical	This is a "must fix" problem, a "showstopper." The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users. Examples: 1. The Address, Parcel, Owner search is not returning any results which means an Applicant or Staff cannot submit a record because the Parcel is required and requires validation with the Agency's GIS system 2. An error is displayed when trying to select the submit button during Intake which is preventing the Record from being created. The error message is not providing any direction to the user other than contact your system administrator. 3. The Payment Interface is down which would not allow the online records from being created and the back-office staff would not be able to proceed with workflow due to business rules preventing the advance of workflow if there are outstanding fee due.
High	This is a problem that is causing significant loss of feature functionality, but the system can recover from the problem, and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users. Examples: 1. Fees are wrongly being applied to records based on business rules or configuration. The workaround would require business rules (scripts) to be disabled and staff would manually apply fees or staff voiding fees or refunding fees if duplication is occurring. 2. Notification going to citizens where the URL for the online portal, the Record ID, Decision, or attachments are missing. The workaround, Staff would take more calls around the notification received by the citizen. 3. Notification being sent to an incorrect contact on the record. The workaround, Staff would take more calls around the notification received by the citizen. 4. Incorrectly activating a workflow task status, for example where the task was not activated or based on business rules closing the workflow task. The workaround,

	Supervisor would need to override the workflow task status to activate the correct workflow task to proceed with the application life cycle. 5. Workflow assignment is either not assigning to the correct department or is not assigning to a department (i.e. department would be blank). The workaround, Supervisors or Managers would need to use the Unassigned Reviews report for workflow assignment. 6. A Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). The workaround, Staff would take more calls around the notification not received by the citizen
Medium	This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing significant efficiency loss. Examples: 1. Notification going to citizens where Assigned Reviewer, Address, or Contact Types is missing. The workaround, Staff would take more calls around the notification received by the citizen. 2. Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). MUST be going to Applicant to be considered medium. The workaround, Staff would take more calls around the notification not received by the citizen. 3. Workflow assignment for the round-robin is incorrectly assigning staff users. The workaround, Staff assigned to the record would need to re-assign the workflow to the appropriate Staff 4. Incorrectly setting due dates in the workflow based on defined business rules. The workaround, Staff would need to manually set the due date. 5. Required elements such as document types, contacts, or custom fields are allowing the user to proceed w/out having met the requirement. The workaround, Staff would need to validate all required elements and if one was missing use the workflow task status of "Additional Information Required" to have the user provide the required information to proceed with the application process.
Low	This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc. Examples: 1. Misspellings on instructions, data elements, report content, or notifications content. 2. Font inconsistencies, if data elements or online portal language is written in different fonts in different sections. 3. Inconsistency with Console configuration between departments, for example the record selection where there is the drop down rather than the decision tree or constraint within the defined filter is not displaying the entire defined criteria.

APPENDIX G: TRAINING

Accela will provide the following standard training courses for the project.

Course Title	Course Summary
Core Team Training	This course is an overview of the Accela Civic Platform to help agency personnel become familiar with the basic terminology, system navigation, and core functionality of the Civic Platform. Attendees will learn the Civic Platform best practices, explore design concepts, learn of advanced configuration and automation options. It is recommended this course be taken prior to the analysis and system requirement gathering sessions with Accela Consulting personnel.
Civic Platform Records and Mobile Administration	This course prepares agency administrators to build and maintain all facets of record type configuration within the Civic Platform. Administrators will learn basic and advanced configuration options for associated record components and be able to successfully build fully functioning record types from setup to deployment in the Civic Platform, Citizen Access and Accela Mobile per agency business requirements.
SSRS Training	Participants will receive instruction in designing reports, connecting to custom data, creating custom formulas, and accepting user input through parameters. Additionally, participants will receive instruction in creating reports to show workflow, workflow history, associated people, and related record information. Finally, the training will conclude with instruction in the creation of a report showing the results of an inspection. The report will show details of inspection results, guide-sheet, and guide-sheet items associated with the inspection.
GIS Administration	This course is designed to prepare agency administrators to configure and maintain Accela JavaScript GIS maps in the Civic Platform and Citizen Access. You will learn to use the GIS Admin tool for setup and connection to your existing map service. You will be able to build map profiles consisting of map services, geocoding, routing, and custom base maps. You will learn to create AA and ACA integrations and customize your map users experience with map groups. You will be able to setup and configure optional items such as XAPO, Dynamic Themes, Custom Widgets, and Hotlinks.
Citizen Access – System Admin	This course prepares agency administrators to configure and maintain Citizen Access for your agency. You will learn how and when to use the Citizen Access administrator tools to manage global, feature, registration, and module specific settings. You will learn how to control public user access to different types of data based on role permissions. You will be able to deploy records and create page flows for County to submit applications online as well as schedule or request inspections. Participants will also learn how to edit all Citizen Access pages and use Brand Builder to manage the look and feel of the site.
Civic Platform – User Experience Administration	This course prepares agency administrators to configure and maintain the user experience for the Civic Platform. You will learn how to control page and form visibility at agency, module, group, and user levels. You will be able to modify current pages and forms in the system, and deploy new pages, forms, and fields. You will learn to design

	consoles for group-specific customization and create appropriate data filters for records or tasks at the appropriate effect scope. You will be able to design custom field layouts for all enabled forms or records and employ expressions to further enhance user experience.
Ad Hoc Reporting	This course is designed to prepare agency report writers 4with the skills and knowledge to use the Ad Hoc tool to prepare, manage and deploy low to medium level reports. Learn how to use report tools to design and develop reports and create sub-reports. Learn to deploy reports in hundreds of places throughout the Civic Platform and ACA. Practice creating expressions to concatenate or calculate at the field level. Discover how to use the form designer to create forms and letters.
Train - the - Trainer	This course is designed to certify agency trainers/super-users knowledge and understanding of their unique instance of the Civic Platform and associated components. Course places special emphasis on the following areas: Civic Platform and Citizen Access overview, user groups and hierarchies, data types and search, task assignments and filters, records, record functionality, fees and payments, processing records, working with inspections, Accela maps/GIS, Citizen Access, End-user training resources available in Accela University. Course experience will include demonstration using select agency records, hands-on exercises and participant testing. Course experience is designed to be completed within 24 hours of instruction but can be extended upon request or in special circumstances where additional record types with special complexity may require additional hours of instruction. Introductory Civic Platform courses that teach Accela functionality (not agency-specific) are available to all agency end-users for free on the University.

Attachment 1
Milestone Acceptance Form Sample

Payment Milestone   Milestone 1a

Milestone Description

- Project Schedule
- Project Management Plan
- Project Kick-off

Payment Amount $61,183.04

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 _____, 2025.

Authorization

Snohomish County accepts that Accela, Inc. 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   **Accela, Inc.**

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Signature   Signature

_____   _____
Date   Date

Exhibit 1
Accela, Inc.
Consulting Services Policy

This Consulting Services Policy (the "Policy") is binding upon execution of any order form, agreement, or statement of work (collectively and each an "Order") between Accela and the entity receiving services ("Customer") that incorporates the Policies by reference and are in addition to the terms and conditions for Consulting Services set forth in the License Agreement (as defined below). Accela on-premises software or subscription services for Accela software (SaaS) is governed by the license agreement between the Customer and Accela (the "License Agreement").

Consulting Services Covered

Accela provides a variety of services covered by these policies, including but not limited to consulting, implementation, configuration, and custom training services.

Performance of Services

Accela shall provide the services in accordance with the following processes and policies:

- o   Accela will use reasonable efforts to meet any performance dates specified in applicable Order, and any such dates are estimates only.
- o   Accela will select persons and entities to perform the Consulting Services that meet industry standards for the Consulting Services' performance provided to the Customer.
- o   Consulting Services provided by Accela on a "Time and Material" basis are not subject to acceptance criteria by the Customer, unless otherwise set forth in the applicable Order.
- o   Consulting Services are provided eight hours a day, Monday through Friday (Accela recognized holidays excluded) during Accela regular business hours. Hours worked more than eight hours or holidays are generally subject to 2x the Consulting Services hourly or daily fee.
- o   All Consulting Services must be scheduled. Accela will contact the Customer regarding the schedule and notify the Customer (email accepted) of the date for commencement of the Consulting Services. Unless otherwise set forth in the Customer Order, the Customer must contact Accela a minimum of five business days to reschedule the Consulting Services' start date. If the Customer does not contact Accela to reschedule the Consulting Service start date as set forth in the Customer Order or where no reschedule time is stated, a minimum of five (5) business days, the Customer is responsible for any expenses incurred by Accela due to the Customer failure to notify Accela properly.
- o   Accela will observe all reasonable security requirements provided by the Customer to Accela in writing during access to Customer premises.
- o   Any changes to the Consulting Services' scope may require a signed change order detailing the changes, additional time required, and necessary variations of fees.
- o   Accela owns all intellectual property right in all documents, work product, and other materials prepared by Accela or delivered to the Customer during the course of performing the Consulting Services, including any items identified as such in the Order (collectively, the "Deliverables"). Excluding Accela Software, and subject to the Customer payment of all fees for the Consulting Services, Accela grants the Customer a license to use the Deliverables subject to the terms and restrictions applicable to the License Agreement, as such terms apply to Accela's software and SaaS services.

To efficiently provide the Customer with Accela Consulting Services, the Customer will:

- o   Secure all necessary licenses, permits, and comply will all applicable law concerning the Consulting Services before the Consulting Services start date.

- o Provide access to the Customer premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- o Have all equipment ready and available for Accela's access to perform the Consulting Services.
- o Provide such materials or information as Accela may reasonably request to carry out the Consulting Services in a timely manner and ensure that such Customer materials or information are complete and accurate.
- o Respond to Accela request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Accela to perform the Consulting Services in accordance with the requirements of the Order.
- o Unless otherwise set forth in the Order, the Customer agrees to reimburse Accela for all actual, documented, and reasonable travel and out-of-pocket expense incurred by Accela in the Consulting Services' performance. Unless otherwise agreed in advance, Accela's consultants shall travel using economy class flights, reasonable business appropriate accommodations, and standard size car rentals.

Privacy

Any personal information (PII) that the Customer provides to Accela or Accela accesses during the provisioning of the Consulting Services is subject to Accela's Privacy Policy at https://www.accela.com/privacy-policy/.The Customer represents and warrants that the Customer has received all applicable consents from persons whose personal information the Customer provides to Accela or may be accessed by Accela during Accela performance of the Consulting Services.

EXHIBIT 2
ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "*Agreement*") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "*Effective Date*") by and between Accela, Inc. or their authorized third party reseller and the entity identified in such Order ("*Customer*").

1. DEFINITIONS.

1.1 "*Accela System*" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "*Aggregate Data*" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "*Authorized User*" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "*Consulting Services*" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "*Customer Data*" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "*Documentation*" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "*External Users*" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "*Intellectual Property Rights*" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "*Order*" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela, or third party reseller that incorporates this Agreement.

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1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 <u>Right to Access.</u> Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 <u>Support Services & Service Availability.</u> During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 <u>Purchasing Consulting Services.</u> Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 <u>Restrictions on Use.</u> Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights

of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties,

withholding or similar governmental assessments of any nature (collectively, "**_Taxes_**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "**_Confidential Information_**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics,

marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 <u>Subscription Services Warranty</u>. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 <u>Consulting Services Warranty.</u> For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. <u>Disclaimers.</u> EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. <u>Cannabis-Related Activities.</u> If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may

prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITSLICENSORSWITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services

in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights

granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such

delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Exhibit 3
Accela Availability and Security Policy

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"<u>Excluded</u>" means any outage that results from any of the following:

    a.   Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business-hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.

    b.   Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

        1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
        2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.

    c.   Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.

    d.   Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.

    e.   Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

    f.   Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

(1)   "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled

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downtime; and "y" is the total number of downtime hours in the given calendar month.
(2)   Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service	Availability		Percentage of Monthly Service Fees Credited			
>99.9%			0%			
95.0% -	<	99.9%	5%	(max	of	$280)
90.0% -	<	95.0%	10%	(max	of	$560)
80.0% -	<	90.0%	20%	(max	$840)	
70.0% -	<	80.0%	30%	(max	of	$1,120)
60.0% -	<	70.0%	40%	(max	of	$1,400)
<	< 60%		50%	(max	of	$2,800)

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Accela SaaS Service Delivery:

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Accela's audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela's partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at https://azure.microsoft.com/en-us/overview/security/.

Accela

Exhibit 4
ACCELA, INC.
Data Storage Policy

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the customer.

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars ($1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars ($1,000) for an additional 500GB will be automatically added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its Customer Data.

- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

History and log data will be available to customers in real-time for up to 2 years in production and 1 year in non-production, unless otherwise specified. After 2 years, the history data will be archived and retained for up to 7 years. This data will be provided to the customer upon request.

Frequently Asked Questions

Can Licensee track its storage usage on the Accela Cloud?
It's not currently possible to track storage usage in the Civic Platform application. However, Licensee will receive a report detailing its data usage annually, at the time of renewal. Licensee can request this information at any time outside of the renewal period by submitting a support case through Accela Customer Support. When Licensee approaches the storage limit, it will receive monthly notifications particularizing its storage usage.

What will happen if Licensee exceeds its storage limit?
If Licensee's Accela Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand ($1,000) per 500GB of usage will be billed at the time of subscription renewal.

Can I increase my storage limit?
Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at one thousand dollars ($1,000) per year.