MEMORANDUM

Date: June 4, 2020

To: The Honorable Chairman and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

Re: **Accela Permitting System – "Software as a Service" / Cloud Migration**

Background

Pima County's last permitting system conversion occurred in 2015. This transition from the Accela Permits Plus application to Accela Automation was a major shift in the Accela system architecture and functionality. Pima County departments involved in development review and permitting activities were able to leverage the Accela Automation platform to further streamline processes and achieve greater efficiencies. These improvement gains have been on full display during the COVID-19 pandemic response by enabling uninterrupted client submittals and department approvals to continue electronically.

Despite this success, Pima County is currently three versions behind the current version of Accela Automation and in need of either doing upgrades to the existing on-premises application or migrating to the Accela "Software as a Service" (SaaS) cloud hosted platform. The Information Technology Department (ITD), along with Public Works departments, have evaluated both options and recommended migrating to the SaaS platform.

This upgrade will allow Pima County to operate on the most current version of the Accela system and will put us in a position to stay current in the future. Under the SaaS model, Accela will provide regular updates and product improvements to ensure their most current products are available for use by the Pima County Public Works departments who depend upon them. A Statement of Work (SOW) has been developed for migrating to the new platform which would replace all existing Pima County Accela-related functionality with no degradation of service, and sets the stage for adding capability in the years after implementation.

The SaaS model provides additional key benefits to Pima County. As SaaS subscriptions are sold under an all-inclusive model, encompassing the costs of operating the hardware, operating systems, databases and functional software, the total cost of ownership for the product is transparent to Pima County. System/Application upgrades in a SaaS environment are applied more frequently, which will smooth out the cost of upgrades and enhancements for the departments year after year. The predictability of the hard costs of vendor payments and soft costs of in-house functions, such as the creation of end user documentation and delivery of training, make budgeting for the support of the system more calculable. New features and functions are delivered to client agencies who use the system more rapidly.

The cost of the upgrade to the SaaS system is very favorable to Pima County, as compared to maintaining and upgrading the current on-premises system. The six-year total payable to Accela for the SaaS system is $2,752,620. This compares to $2,452,832 for the same time period for the on-premises system maintenance and upgrade costs, server and storage costs, and an opportunity cost of redirecting ITD staff to other priority initiatives, such as enhancing and expanding automation for the Department of Transportation. The net increased total cost of ownership over six years, then, is a total of $299,788.

Accela has agreed to defer implementation costs and some licensing fees making the initial year of the agreement net neutral to Pima County (no increased cost). The cost for year one will be covered by the already budgeted FY 2020/21 maintenance payment for the existing Accela Automation system. The cost increase is minimal over the current maintenance schedule in year two and increases gradually in subsequent years, so that the total cost of ownership to Pima County will actually be less than remaining with the status quo until year five of the agreement. Beginning in FY 2021/22, annual costs will be allocated to user departments based on their count of assigned licenses.

Pima County and Accela have been productive partners for many years, dating to implementation of the original Accela Permits product in the mid 1990's, the upgrading to Accela Permits Plus in the early 2000's and conversion to Accela Automation which is in use today. Accela has structured the upgrade and upcoming years of support in a way that shows their willingness to partner constructively and in a cost-effective manner with Pima County. Migrating to the SaaS model will give Pima County the ability to continue providing permitting services to clients at a low cost and high service level and will afford us the opportunity to further improve and enhance these products and services.

Recommendation

A contract and Scope of Work for implementing the Accela SaaS platform beginning in FY 2020/21 will be on the Board of Supervisors June 9, 2020 Addendum. I recommend approval of the contract.

CHH/mp

Attachment

c: Jan Lesher, Chief Deputy County Administrator
Carmine DeBonis Jr., Deputy County Administrator for Public Works
Yves Khawam, Assistant County Administrator for Public Works
Dan Hunt, Chief Information Officer, Information Technology Department

Fiscal Year	User Count	Total Annual Costs	Maintenance due on existing MA *	On-Prem Upgrade **	Total Due to Accela under Current MA	Cost Avoidance ***	Net Impact
FY21	190	$ 204,120	$ (204,120)		$ (204,120)	$ (204,120)	$ (0)
FY22	190	$ 290,244	$ (210,244)	$ (183,000)	$ (393,244)	$ (546,544)	$ (256,300)
FY23	190	$ 433,101	$ (216,551)		$ (216,551)	$ (369,851)	$ 63,250
FY24	190	$ 446,095	$ (223,047)		$ (223,047)	$ (376,347)	$ 69,748
FY25	190	$ 680,838	$ (229,739)		$ (229,739)	$ (383,039)	$ 297,799
FY26	190	$ 698,222	$ (236,631)	$ (183,000)	$ (419,631)	$ (572,931)	$ 125,291
Total 6-year		**$ 2,752,620**	**$ (1,320,332)**	**$ (366,000)**	**$ (1,686,332)**	**$ (2,452,832)**	**$ 299,788**

* Maintenance includes 3% annual escalation, per contract

** Assumes two on-premises upgrades in the next 6 years to regain currency with released versions

*** Includes projected savings from maintenance payments on current MA, upgrade of on-premises version, on-premises servers and storage and reallocation of 1 PCN to other Public Works projects

CONTRACT
NO. MA-PO-20-213
AMENDMENT NO. Ø
This number must appear on all invoices, correspondence and documents pertaining to this contract.

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. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS

1.1. "**Accela Systems**" 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 (identified by a unique email address), contractor or agent of Customer 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, a current description of the currently available Consulting Services Description & 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. "**External Users**" means third part 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.

1.7. "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.8. "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.9. "**Service Availability Policy**" means the service availability and security polices located at www.accela.com/terms.

1.10. "**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.

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

1.12. "**Support Services**" means those technical and help services provided by Accela in accordance with the Support Services Policy located at www.accela.com/terms.

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

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. Right to Access. Subject to the terms and conditions of this Agreement Accela hereby grants to Customer a limited, non-exclusive, non-transferrable 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. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially efforts to attain the service levels as specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the services level. 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. Consulting Services. 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 or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. 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 or 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) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (vi) 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); (vii) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (viii) access, use or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis, 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, (ix) provide access to the Subscription Services to competitors of Accela, (x) access or use components of the Subscription Service not licensed by Customer; (xi) 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); (xi) 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 (xii) 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, Consulting 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 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 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 (ii) 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), 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) 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 personal data or 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. Accela Subscription Services Warranty. 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, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. 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. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO ANY 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. Cannabis-Related Activities. If Customers 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 Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) 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-fringing that 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 for any claims arising 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 (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION **7** STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH 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, 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 or Section 2 of Customer's Standard Contract Addendum, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscriptions 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 Term. 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 any this Agreement and any 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 is 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 provided Customer Data and associated documents in a database dump file; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays 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 mutually agreed. 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), 6.5 (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 connections 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 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 therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

[Signature page to follow.]

In WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

ACCELA, INC.	CUSTOMER: PIMA CO, AZ
Signature: DocuSigned by: Aaron Haggarty A04490D928344D8...	Signature:
Name: Aaron Haggarty	Name:
Title: CLO	Title:
Date: 6/4/2020	Date:

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.

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.

STANDARD CONTRACT ADDENDUM

The following terms are added to and form a part of the Accela Subscription Services Agreement between Pima County ("Customer") and Accela, Inc. ("Contractor").

1. **Conflict of Interest:** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

2. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, Customer may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Customer or other public entity obligations under this Contract. In the event of such termination, Customer will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

3. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of Customer. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

4. **Public Records.**

   4.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents Contractor provides to Customer related to this Agreement are public records. As such, those documents are subject to release to and/or review by the general public upon request, including competitors.

   4.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to Customer for records marked CONFIDENTIAL, Customer will notify Contractor of the request as soon as reasonably possible. Customer will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. Customer will not, under any circumstances, be responsible for securing such an order, nor will Customer be in any way financially responsible for any costs associated with securing such an order.

5. **Minimum Scope and Limits of Insurance.** Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance

limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

5.1. Commercial General Liability (CGL). Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.

5.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000 each accident.

5.3. Workers' Compensation (WC) and Employers Liability. Arizona Statutory requirements and Employer's Liability coverage with policy limits of $1,000,000 and each accident and each person - disease.

5.4. Professional Liability (Errors and Omissions) Insurance & Network Security (Cyber)/Privacy Insurance. This insurance is required by Pima County when Professional Liability or any other E&O coverage is excluded from the Contractor's CGL policy. The E&O policy limits shall be not less than $2,000,000 Each Claim and $2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

The insurance shall also include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

5.5. Claim-Made Insurance Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

5.6. Additional Insurance Requirements. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

5.6.1. Additional Insured. The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.6.2. Subrogation. The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

5.6.3. Primary Insurance. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

5.7. Verification of Coverage. Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. Laws and Regulations.

6.1. Compliance with Laws. Notwithstanding any provision in this Contract to the contrary, the Contract shall be governed by all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.

6.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed.

6.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this

Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

7. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

8. **Legal Arizona Workers Act Compliance.** If Contractor, under this Contract, furnishes labor, time or effort to Customer within the State of Arizona, the following applies: Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Contract that subjects Contractor to penalties up to and including termination of the Contract. Customer retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with this warranty.

9. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Accela

2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Proposed by: Matthew Donovan
Contact Phone: 310-270-3612
Contact Email: mdonovan@accela.com
Quote ID: 18674m
Valid Through: 06/30/2020
Currency: USD

ORDER FORM

Address Information

Bill To:
County of Pima, Arizona
201 N. Stone Ave. #205
Tucson, Arizona 85701-1207
United States

Ship To:
County of Pima, Arizona
201 N. Stone Ave. #205
Tucson, Arizona 85701-1207
United States

Billing Contact: Michael Lundin
Billing Phone: 520-724-7120
Billing Email Address: michael.lundin@pima.gov

Services

Services Year1	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Multi Solution User	07/31/2020	07/30/2021	12	947.37	190.00	$180,000.00
> Accela Building	07/31/2020	07/30/2021	12	$0.00	1.00	$0.00
> Accela Planning	07/31/2020	07/30/2021	12	$0.00	1.00	$0.00
> Accela Environmental Health	07/31/2020	07/30/2021	12	$0.00	1.00	$0.00
Enhanced Reporting Database	07/31/2020	07/30/2021	12	$24,120.00	1.00	$24,120.00
					Total	$204,120.00

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Multi Solution User	07/31/2021	07/30/2022	12	1,347.09	190.00	$255,947.09
> Accela Building	07/31/2021	07/30/2022	12	$0.00	1.00	$0.00
> Accela Planning	07/31/2021	07/30/2022	12	$0.00	1.00	$0.00
> Accela Environmental Health	07/31/2021	07/30/2022	12	$0.00	1.00	$0.00
Enhanced Reporting Database	07/31/2021	07/30/2022	12	$34,296.91	1.00	$34,296.61
					Total	$290,244.00

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Multi Solution User	07/31/2022	07/30/2023	12	$2,010.12	190.00	$381,923.28
> Accela Building	07/31/2022	07/30/2023	12	$0.00	1.00	$0.00
> Accela Planning	07/31/2022	07/30/2023	12	$0.00	1.00	$0.00
> Accela Environmental Health	07/31/2022	07/30/2023	12	$0.00	1.00	$0.00
Enhanced Reporting Database	07/31/2022	07/30/2023	12	$51,177.72	1.00	$51,177.72
					Total	$433,101.00

Services Year 4	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Multi Solution User	07/31/2023	07/30/2024	12	$2,070.43	190.00	$393,381.83
> Accela Building	07/31/2023	07/30/2024	12	$0.00	1.00	$0.00
> Accela Planning	07/31/2023	07/30/2024	12	$0.00	1.00	$0.00
> Accela Environmental Health	07/31/2023	07/30/2024	12	$0.00	1.00	$0.00
Enhanced Reporting Database	07/31/2023	07/30/2024	12	$52,713.17	1.00	$52,713.17
					Total	$446,095.00

Services Year 5	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Multi Solution User	07/31/2024	07/30/2025	12	$3,159.93	190.00	$600,386.24
> Accela Building	07/31/2024	07/30/2025	12	$0.00	1.00	$0.00
> Accela Planning	07/31/2024	07/30/2025	12	$0.00	1.00	$0.00
> Accela Environmental Health	07/31/2024	07/30/2025	12	$0.00	1.00	$0.00
Enhanced Reporting Database	07/31/2024	07/30/2025	12	$80,451.76	1.00	$80,451.76
					Total	$680,838.00

Services Year 6	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Multi Solution User	07/31/2025	07/30/2026	12	$3,240.61	190.00	$615,716.05
> Accela Building	07/31/2025	07/30/2026	12	$0.00	1.00	$0.00
> Accela Planning	07/31/2025	07/30/2026	12	$0.00	1.00	$0.00
> Accela Environmental Health	07/31/2025	07/30/2026	12	$0.00	1.00	$0.00
Enhanced Reporting Database	07/31/2025	07/30/2026	12	$82,505.95	1.00	$82,505.95
					Total	$698,222.00

Annual Pricing Summary

Fees	Total Price
Year 1	$204,120.00
Year 2	$290,244.00
Year 3	$433,101.00
Year 4	$446,095.00
Year 5	$680,838.00
Year 6	$698,222.00
Total	$2,752,620.00

Additional Terms

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form is governed by the applicable Accela terms found at www.accela.com/terms, unless Customer has an effective master agreement executed by Accela for such services as referenced in this Order Form, in which case such master agreement will govern.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If this Order Form is executed and/or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
5. The Total Price(s) listed above include Accela Standard Support. Customer may, at any time during the Subscription Term, purchase Accela Preferred Support at the then-current pricing.
6. Additional license purchase(s) will be at the contracted price:

Year	Per User	Enhanced Report Database (13.4% uplift per user)
1-3	$2,337	$313.16
4	$2,407	$322.54
5	$2,479	$332.19
6	$2,553	$342.10

7. Included with your Subscription is a total of 1,937 hours of implementation support (including one week of onsite) to migrate your on-premise environment into a SaaS environment. Where necessary to be onsite, there is an extra cost per week of travel expenses estimated at $2,500 (per person). Additional integration service beyond 1,937 hours is available for separate purchase.
8. Other services are available for purchase at $250 per hour.
9. The subsequent price/user for future renewal contract(s) will be based off the defined most recent additional license purchase price of $2,553.

ACCELA

By: DocuSigned by: Aaron Haggarty
A04499D92034458...
(Signature)

Aaron Haggarty
(Print Name)

Its: CLO
(Title)

Dated: 6/4/2020
(Month, Day, Year)

CUSTOMER

By: _____
(Signature)

_____
(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

Accela SaaS Migration Transition Service

Pima County, AZ

05/28/2020

Version 1.2

Accela, Inc
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200

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ONBOARDING SERVICE

This document outlines the configuration and onboarding activities that are included with the County of Pimas's Subscription Order executed on June 5, 2020, captures our understanding of what configurations Pima will receive and provides visibility into how Accela will perform the tailoring of your solution.

The Agency's subscribed package includes Accela's Migration Service. This service is delivered over a 11-month timeframe.

WORK TO BE PERFORMED

Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire. Accela will ensure that all relevant, existing functionality is migrated to the new operating environment so Agency maintains all current key capabilities as identified by Agency and agreed to by Accela.

CORE SAAS MIGRATION SERVICES

1. Core Configuration Migration for Three Environments (Dev, Test, Production)
    a. Service management and planning
    b. Accela Civic Platform and DB migration and upgrade to the current SaaS version (assumes migration from MS SQL Server)
2. Master Script Upgrade
3. Report and Batch file migration
    a. Remediate issues due to previous use of custom objects
4. Interface Migration
    a. Assistance with all interfaces
5. Migration Testing
    a. One run of automated testing tool is performed on each environment
6. Setup of Enhanced Database

SERVICE MANAGEMENT AND OVERSIGHT

Accela will perform ongoing Service management services throughout the Service in order to plan and monitor execution of the Service in accordance with the activities outlined in the Statement of Work.

<u>Accela Responsibilities</u>:

Provide overall Accela Service management support throughout implementation, included:

- Service document management via SharePoint
- Participate in Service status meetings with Agency and Client stakeholders to review the Service status, risks, issues, change requests, as needed to review Accela tasks and status
- Conduct weekly plan review with Agency Service Manager to include:
    - Complete, in progress and pending items
    - Hours consumed against forecasted hours
    - Recently completed items
- Weekly updated Service Plan if needed
- Resource Management
- Executive Service oversight and quality assurance

MIGRATION KICKOFF

PLAN REVIEW

The Pre-Kickoff Review is an opportunity to ensure the migration starts in a well-organized, structured fashion while re-confirming the Agency and Accela expectations regarding the migration. This task is comprised of a meeting to review the SERVICE, discuss expectations and kickoff Service planning activities. The meetings should be attended by the following participants:

Agency:

- Agency Service Sponsor
- Service Manager
- Technical Lead (database)

Accela:

- Regional Director
- Service Manager
- Migration Architect

Accela Responsibilities:

- Communicate the Accela Implementation Methodology that will be used by Accela to deliver Services.
- Creation of Service Management Plan
- Review the SERVICE deliverables and submitted Service management plan.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for Service planning input and meeting logistics requests.
- Make available the appropriate Agency key users available for the review.

SERVICE SCHEDULE

This Deliverable is comprised of tasks that are required to complete the Service schedule to track progress of the Service throughout the Service life cycle.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Finalize staffing for the Service teams.
- Finalize a Service schedule that includes resource allocation for all tasks (in cooperation with the Agency Service Manager).
- Create the Service SharePoint site and load Service schedule.

Accela Responsibilities:

- Communicate the Accela Implementation Methodology that will be used by Accela to deliver Services.
- Create the Service SharePoint site and provide access to the Accela Team.
- Finalize a Service schedule that includes resource allocation for all tasks (in cooperation with the Agency Service Manager). This will integrate with the overall Service plan maintained by the Agency.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for Service planning input and meeting logistics requests.
- Make available the appropriate Agency key users available for the review.
- Provide meeting facilities for Service Kickoff and other onsite activities.

SERVICE MANAGEMENT PLAN

The Service Management Plan deliverable consists of the following key areas that will be used to manage the Service throughout the Service life cycle.

Accela Responsibilities:

- Deliver the Service Management Plan document (an Accela template) based on input and collaboration with the Agency PM.
    - Steering Committee and the meeting schedule
    - Service Status Report Template

Agency Responsibilities:

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

SERVICE KICKOFF MEETING

The Service Kickoff Meeting is where the Agency and Accela come together on the Service objective, organizations and scope.

Accela Responsibilities:

- Co-Present with the Agency Service Sponsor and Service Manager on the Service objective.

Agency Responsibilities:

- Co-Present with the Agency Service Sponsor and Service Manager on the Service objective.

Primary tasks for this migration include:

- Database Analysis - Discovery of stored procedures, custom views and triggers.
- Migration Analysis/Audit - Review stored procedures, custom views, any direct DB access. Identify as much consolidation as possible. Create a plan for what the customer will do and what Accela will do.
- Report Review - Includes looking for database custom object calls. Determine if report is a high, medium or low complexity.
- Report Performance Review - We will run each report to identify performance issues.
- Batch File Review - Look for stored procedures
- Support for County during regression testing
- Post Go-live support

UPGRADE OF MASTERSCRIPTS TO 3.0

Accela will perform a Master Script Upgrade to 3.0. The following is the scope that will be delivered as EMSE 3.0 upgrade service(s):

1. Analysis of current script environment to understand the list of scripts that require upgrade.
2. Conversion of existing standard choices to support the Master Script 3.0 upgrade.
3. Remediation of testing issues from converted scripts to ensure proper functionality.
4. Defect resolution as identified during the testing and post upgrade efforts.

Accela Responsibilities:

- Analysis and conversion of existing EMSE Event scripts
- Unit testing each script for proper JavaScript syntax prior to installation in Agency's development environment.
- Delivery of a customized master script 3.0 deployment package/repository
    - The script package will be compressed file and/or online SVN or Git repository containing all scripts for the Agency (standard choices) converted to JavaScript files and functions. The conversion process will consist of optimizing and formatting the code properly, as well as converting redundant code into functions as deemed necessary.
    - The script package will also contain a suggested folder structure for a source code repository.
    - The script package will include custom/modified functions to be used to create the INCLUDES_CUSTOM script.
- Delivery of an analysis document that describes modifications and suggestions for script improvement, as well as deployment instructions
- A remote session to assist in installation of the deployment package. This session will also cover best practices for future script development.
- Provide data manager extract of the current production scripting configurations (events, scripts, and standard choices)

Accela will provide **two (2) weeks** of defect resolution and testing support for the Master Scripts 3.0 upgrade, including:

- Deployment Support – Accela will instruct Agency on how to deploy the updated scripts and respond to any issues that arise from their deployment
- Testing Support – Accela will respond to issues that arise during Agency testing of the new scripts and resolve any issue arising from the script upgrade
- Prepare a plan to regression test the converted scripts
- Implement and test the deployment package in a testing environment
- Implement the deployment package in the production environment
- The deliverable will be accepted when the updated scripts are deployed in the Agency's development environment.
- Detail that the hours estimated cover the conversion of the active scripts/standard choices AS IS as of the date we provide the estimate.

Agency Responsibilities:

- The agency is responsible for timing the upgrade outside of other active initiatives where business rules may be changed or augmented.

- Minimize edits to production scripts during the conversion process. Track any edits that are made and implement manually after the 3.0 script deployment.

REPORT MIGRATION

The county has identified 119 SSRS reports. Accela will remediate the use of custom objects for up to **one hundred and twenty-five (125)** SSRS reports. Accela will remove dependencies on database customizations as necessary. Report format and output will not be changed. Specific Report names can be found in Appendix B.

BATCH FILE MIGRATION

The county has identified thirty-three batch scripts to be remediated. Accela will remediate the use of custom objects in up to **thirty-six (36)** batch files. Accela will remove dependencies on database customizations as necessary. Specific Batch File names can be found in Appendix B.

GIS CLASSIC TO JAVASCRIPT CONVERSION

Reconfigure map services in the Javascript version. If XAPO is in use, we will configure the mappings and update service endpoints.

INTEGRATIONS

Accela will work with the County in remediating issues with the following integrations:

1. Contractor Import
2. Wastewater Capacity Planning
3. GIS – Layers and Interfaces
4. GIS – Daily APO load
5. Address Insert
6. RE Interface
7. CR Interface
8. Inspection Scheduling
9. Reserved Streets
10. IVR
11. Sewer Connection Internal/External
12. Active Directory
13. DSD Tools (Trusts and Bond Calculator)
14. B of A- Payment- Gateway
15. Inspection Tracking Admin
16. Inspector Tracking
17. Inspector Routing
18. Exchange
19. Duplicate Payment Notice
20. Stuck Email Notice

*A description for each of the integrations can be found in Appendix B

REGRESSION TESTING PLAN

Regression Testing to be performed after master script upgrade, report migration, integration remediation, and batch file remediations. 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. Issue Remediation – a time for Accela to remediate all Critical and High issues found during Initial Test.
3. Remediation Testing – the phase where the Agency validates that all Critical and High issues have been resolved.

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

- Regression Testing process
- High-level plan/schedule to conduct regression testing
- 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

Test Cases

It is critical that the Agency devote ample time and attention to the development of their test cases. Accela recommends Agency leverage Standard Operating Procedures as the basis of test cases. The Agency may find this as a good opportunity to update their Standard Operating Procedures and/or custom Training Materials in advance of developing test cases. The Agency is responsible for creating and verifying all the test cases meet specific business needs. Test cases should confirm record creations, scripts, workflows, inspections, citizen access, mobility, reporting, etc. and any other specific interface or areas within Accela used in normal business. Test third-party integrations. Test cases must be validated by the Agency experts and within the scope of the Service's tasks. Based on the developed test cases, the Agency is responsible for staffing appropriately so that the Regression testing activities will fit into the duration defined in the contract. Accela recommends Test Cases form the basis for the ongoing User Guide.

Accela will pause activities for six weeks while the customer creates test cases.

Customers performing regression testing would normally leverage test cases from previous Regression testing. If an agency doesn't already have these test cases in place, they should document them and expected results prior to the upgrade so they have a baseline to compare with.

Accela Responsibilities:

- Conduct Regression testing Planning session(s) to tailor the Test Plan information to support the Agency.
- Work with Agency to define measurable checkpoints for the initial Regression testing training to ensure training is on schedule.

Agency Responsibilities:

- Develop the Regression test cases including end to end testing that covers the configuration, scripting, reports, and interfaces/integrations.
- Make available the appropriate Agency resource to provide required information.
- Schedule participants and meeting locations for analysis activities.
- Sign-off from the Agency Service Manager validating the Test Plan and associated Agency test cases have been completed.

DATABASE MIGRATION IN TEST ENVIRONMENT

Accela will perform a migration of the customers non-production MS SQL 2014 database to the Accela SaaS platform.

Migration Steps:

1. Customer provides an updated backup of the database
2. Identify any issues in the DB that will need to be addressed for successful migration to Accela SaaS
3. Develop SQL scripts to remediate DB issues. If there are any issues that require changes to transaction data, they will be reviewed with the customer and a remediation plan agreed to.
4. Perform the database migration (Accela, Jetspeed, AGIS, AMO and ADS databases as required)
    a. Copy database to Accela site
    b. Load into Accela SQL instance
    c. Run issue mitigation scripts and drop any custom objects
5. Execute validation scripts to confirm the schema
6. Provision tenant non-production instance in Accela SaaS
7. Update environment specific data in the databases
8. Load reports to SSRS
9. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
10. Executed automated test suite to ensure proper system functionality
11. Customer performs validation
12. Remediate any data issues that found from the migration
13. Test integrations
14. Environment validation and migration plan is completed

ACCELA TESTING

Accela testing will include the following:

1. Demonstrate login to the Accela Civic Platform backoffice
2. Create one application in each module (up to 4 modules) both in the backoffice and Citizen Access
3. Create a record using AGIS
4. Manually run one ad-hoc report and one custom report
5. Create an inspection in AMO or Accela Mobile apps. Result the inspection with an attachment.

6. Assign a Workflow Task and see it in the Task Dashboard
7. Upload a document to record if using Accela Document Service
8. Make an online payment if using standard Accela payment adapter

REGRESSION TESTING

Regression testing is formal testing by the Agency to validate the SaaS system has not introduced new issues not present in the existing on-premise implementation. Throughout the Service, the Agency is expected to test components of the system as they are migrated (i.e., configuration, reports, interfaces, etc.). Regression testing should focus on end-to-end testing of the Agency's full business processes as they would perform in production.

The Agency will lead the regression testing activities outlined in the Regression Testing Test Plan. The Agency will test and validate the solution and its readiness to be migrated to production for active use. **All test scripts should be completed during this time.** At completion of Initial Test, Accela and Agency will create a Punch List and agree to Critical and High issues required for remediation before go-live. The Punch List then becomes the focus of remediation and remediation testing.

The Agency and Accela has agreed to the following regression test durations:

Initial Testing	6 weeks
Remediation	2 weeks
Remediation Testing	2 weeks
Total Regression Test Duration	**10 weeks**

It is critical that the Agency devote ample time and resources to this effort to ensure the system is operating per signed specifications 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.

If the Agency does not devote adequate time and staffing to regression testing to completely test the solution, Accela may opt to postpone Go-live. 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.

Accela will ensure the appropriate test environment to be used for regression testing is setup and ready prior to the start of regression testing activities. This should include deployment of the migrated configuration, scripting, reports, interfaces, and agency transaction data.

Accela will provide support for regression testing by answering questions and resolving Critical and High defects that are within the SERVICE scope and arise from migration to SaaS. Requested changes to the system must be managed through the Change Management process and should not be treated as defects.

Based on the regression test duration table above, the high-level schedule of regression testing would be as follows:

- **Initial Test:** Agency to execute **all** regression test cases. During this phase, Accela will also begin resolving Critical and High defects identified throughout the testing. At the end of Initial Test, the Agency and Accela will develop and prioritize a regression testing Punch List to include open Critical and High severity migration defects that are required for go-live, as defined in Appendix A.

- Accela will pause activities for six weeks while the Agency performs regression testing.
- The punch list must be finalized at the end of the Initial Test phase. Accela will export the current open Critical and High issues from the regression testing defect tracker and review this with the Agency at the close of the phase. Only in-scope defects 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 defect tracker is closed.***
- If the Agency has not completed execution of all their test cases at the end of the defined duration, then an extension to the Service (and Change Order) would be required.
- Regression 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 Service and a Change Order will be required.

- **Issue Remediation:** Accela will remediate, build and implement configuration changes and updates for the Regression Test Punch List (Critical and High 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 regression testing. New issues go to the parking lot. The Regression Testing Deliverable is deemed accepted when Agency has verified the Punch List (Severity of Critical and High defects) has been addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.

Output:

- Update DEV, TEST, and PROD environment to latest Service team approved configuration code set
- Establish configuration and development freeze on TEST environment (prior to the first non-production migration run)
- Agency stages regression test data in TEST environment (prior to regression test week 1)
- Week 1 and 6: Agency to execute all regression test cases. At the end of week 6, Agency and Accela will develop and prioritize Regression Test Punch List to include Critical and High severity implementation defects as defined in Appendix A.
- Week 7: Accela to remediate and unit test Regression Test Punch List within the Development environment. Agency and Accela will perform limited regression testing within same environment and to confirm the Punch List items are resolved. The Regression Test Deliverable is deemed accepted when Agency has verified the Punch List (Severity of Critical and High defects) have been addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.
- Upon acceptance of Regression Test, a configuration freeze on test environment. This environment configuration will be used to update production.

Accela Responsibilities:

- Support the Agency in up to **six (6) weeks** of regression testing execution, followed by completion of punch list defects.
- Resolution of Regression Test Punch List (Severity of Critical and High implementation defects found during regression testing).

Agency Responsibilities:

- Identify resources who will participate in regression testing
- Ensure that testers are adequately trained on the system so they can execute test cases
- Lead and manage the regression testing effort, including resources and test execution schedule.
- Execute the regression test scripts developed by the Agency during the regression test plan activities.
- Make available the appropriate Agency key users and content experts to participate in regression testing as defined and managed by Agency.
- Determine which test cases will be used for ongoing regression testing
- Leverage test cases as a basis for ongoing user guide
- Resolve Medium and Low severity defects.

DEPLOY

GO-LIVE PLAN

At the completion of regression testing, the Agency and Accela will plan go-live activities.

Go-live activities will include but are not limited to the following:

- Send out communications of down services on the Accela environment
- Stop Production Services (existing on-premise Accela version)
- Backup Production database
- Migrate Production database to Accela SaaS
- Perform validation testing (verify the Accela SaaS instance is ready for use)
- Make environment available to end users

PRODUCTION CUTOVER "GO LIVE"

Go-live is defined as the official date in which Accela Civic Platform migrates into SaaS production for daily Agency usage. This date will be agreed to by both Accela and the Agency at Service 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 migrations, system validation, staff preparation assistance and training, and coordination of deployment.

Output:

- Deployment support prior to moving to Production
    - Development of migration plan
    - Environment provisioned
- Setup of Integration points in Production
    - GIS
    - Payment Adapter
    - Finance
- Final data migration run during cutover
    - DB migration and validation
    - Reports loaded
    - Initial validation
- Migrated database in production environment for Agency daily use
    - Remediation of issues arising from migration

Note: Accela is not migrating the database customizations (i.e. custom stored procedures, functions, views, etc). We will help remediate dependencies on custom database objects.

DATABASE MIGRATION

Accela will perform a migration of the customer's production MS SQL 2014 Accela database to the Accela SaaS platform.

Steps:

1. Customer provides an updated backup of the database
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO and ADS databases as required)
    a. Copy database to Accela site
    b. Load into Accela SQL instance
    c. Run issue mitigation scripts and drop any custom objects
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs validation
9. Remediate any data issues that found from the migration
10. Test integrations
11. Final go-live/roll back decision

Accela Responsibilities:

- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from the on-premise Production environment to the Accela SaaS Production environment.
- Development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Accela SaaS Production.

Agency Responsibilities:

- Provide system and database access to individuals required
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the Service success.
- Validate database through testing
- Provide technical and functional user support for pre and postproduction planning, execution, and monitoring.
- Provide timely and appropriate responses to Accela's request for information.
- Provide input into the cutover checklist that details the critical tasks that must be accomplished prior to moving to SaaS Production.

GO-LIVE SUPPORT

Accela will provide weekend go-live support to assist with any questions or issues arising from the production migration and subsequent go-live.

TRAINING

Accela will provide system administration usage training. Training will be conducted remotely and only address areas unique to the hosted environment.

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 and logged as Support Cases. This list will comprise issues directly related to the SaaS migration defined in this final SERVICE. Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of the SERVICE, cosmetic changes, and procedures related to using the Accela solutions. Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this migration Service 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.

Output:

- The Accela migration team will provide support for one **(1) week** immediately following deployment (go-live)
- Accela will work with the Agency to identify and address issues identified during this period using Support Cases.
- Transition of Agency from Migration Team to Customer Resource Center for ongoing support

Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components. For example:
  - Assistance with issues arising from database or report migration
  - Issue research
  - Escalation of issues that can't easily be resolved
- Assist with the identification, triage, and validation of issues
- Assist with issues that may arise related to the deliverables in this SERVICE
- 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 Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform.

NOT INCLUDED IN SERVICE

- Implementation of new features
- Updates to business processes
- Creation of custom adapters
- Pre-existing defects will not be in this scope unless specifically identified

SERVICE ASSUMPTIONS

GENERAL SERVICE ASSUMPTIONS

- The Service schedule is managed using Microsoft Project.
- Agency will provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for the purpose of configuration and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN).

SERVICE RESOURCING ASSUMPTIONS

AGENCY RESOURCING

- Provide timely responses to Accela's request for information.
- Agency will provide a dedicated Service Manager throughout the course of the engagement.
- Agency Service Manager will maintain primary responsibility for the scheduling of Agency employees and facilities in support of Service activities.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all Service activities as defined in the Service plan associated with this SERVICE.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Agency will commit Service sponsors and all necessary stakeholders and SME's during the Service kickoff.

ACCELA RESOURCING

- Provide timely responses to Agency's request for information.
- Accela personnel will attend Agency executive steering committee meetings as needed.

APPENDIX A: DEFECT DEFINITIONS

1. **Implementation Defect (Defect)** – Implementation Defects 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 Defect when the software is not behaving as per the approved software version (e.g., development stage complete). Data Conversion issues are considered Implementation Defects 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 specification 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)

Definition of Defect, Defect Severities

An Implementation Defect 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 Defect when the software is not behaving as per the approved software

version (Build stage complete). Data Conversion issues are considered Implementation Defects 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 displaying 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. Problem is cosmetic, but public facing and deemed go-live critical. 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 element 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.

Accela

Policy 1

Accela, Inc.
Standard SaaS Support Services Policy
Dated: August 21, 2019

This Accela Standard SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela in its sole discretion.

General Requirements and Hours of Operation

Ticketing Support: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

Telephone Support: Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

Online Support Material: Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.

Agency Contacts: "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

1. Overseeing your Agency's support case activity,
2. Developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:

A. Have completed the Administrator Training offered as part of Accela's implementation and adoption programs.
B. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues.
C. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

Submitting a Case: Agency Contacts may submit cases via:

A. the online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or
B. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support)*

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Agency Contacts may be asked to provide remote access to their Accela account and/or desktop system for troubleshooting purposes.

Third Party Product Support

If any third-party software is not supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy:
(a) Support required due to Customer's or any End User's or third party'smisuse of the Services;
(b) Support during times outside of Accela's regular business hoursstated above;
(c) Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Servicedemarcation point;
(d) Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
(e) Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
(f) Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
(g) Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

Error Classification

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Critical Severity Issue (Priority 1)	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
High Severity Issue (Priority 2)	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Medium Severity Issue (Priority 3)	Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).