CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH ACCELA INC
AGREEMENT NUMBER F002786

This "Agreement" is made as of this 24th day of September 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Accela Inc, a Delaware Corporation ("Consultant").

R E C I T A L S

A. City desires to contract for permitting and inspection management software services for the City of Santa Rosa.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibits A - C to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1.   SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Techincal Proposal"), Exhibit B (Statement of Work), and Exhibit C (Accela Subscription Services). Consultant shall provide these services at the time, place, and in the manner specified in Exhibits A, B, and C. Exhibits A, B, and C are attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and are not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2.   COMPENSATION

a.   City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit D. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit D.

b.   The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c.   Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two million four hundred and seventy nine thousand eight hundred and one dollars and eleven cents ($2,479,801.11). The City's Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.

3.   DOCUMENTATION; RETENTION OF MATERIALS

a.   Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b.   Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c.   Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4.   INDEMNITY

a.   Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all third-party claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), to the extent that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, provided that City provides: (a) Consultant notice of such claim as soon practical and in no event later than would reasonably permit Consultant to respond to such claim, (b) reasonable cooperation to Consultant, at Consultant's expense, in the defense and/or settlement of such claim and (c) Consultant the sole and exclusive control of the defense, litigation and settlement of such claim, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b.   The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect, expand, or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit or expand the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

c.   EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CITY'S BREACH OF SECTION 2 OF EXHIBIT C, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAYABLE BY CITY UNDER AGREEMENT. EXCEPT FOR LIABILITY ARISING OUT OFEITHER 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.

5.   **INSURANCE**

a.   Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages customary and usual for the services they may perform under this Agreement.

b.   Reserved. .

c.   Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6.   **ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages

any such subcontractors or subconsultants.

7.   NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:	Consultant Representative:
Brian Tickner	Brad Jacobs
Chief Information Officer	Account Executive
90 Santa Rosa Avenue	9110 Alcosta Blvd, Suite H #3030
Santa Rosa, CA 95404	San Ramon, CA 94583
707-543-4370	408-335-3611
btickner@srcity.org	bjacobs@accela.com

8.   INDEPENDENT CONTRACTOR

a.   It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b.   It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c.   If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood

and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d.   The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9.   ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10.   SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11.   TERM, SUSPENSION, TERMINATION

a.   This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b.   City shall have the right at any time to temporarily suspend Consultant's performance hereunder , in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c.   City shall have the right to terminate this Agreement at any time for breach of contract or due to the non-appropriation of funds by giving written notice to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12.   TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibits A, B, C, and D. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than October 1, 2031.

13. **STANDARD OF PERFORMANCE**

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. **CONFLICTS OF INTEREST**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. **CONFLICT OF INTEREST REQUIREMENTS**

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements**. The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:
_____ yes _X___ no   *(check one)*

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

(1)   Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

(2)   Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16.   CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17.   CONSULTANT INFORMATION

a.   City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City. Notwithstanding any terms to the contrary, the parties agree and acknowledge that no Work Product is being contemplated or created by Consultant under this Agreement.

b.   Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c.   All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is

set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. **MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or

condition precedent or any other right hereunder.

g.   Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19.   AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20.   COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

Accela Inc.
A Delaware Corporation

TYPE OF BUSINESS ENTITY:

_____ Individual/Sole Proprietor
_____ Partnership
__X___ Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name:_____

Title: _____

By: _____

Print Name:_____

Title: _____

City of Santa Rosa Business Tax Cert. No.

_____

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B – Compensation
Exhibit C – Accela Subscription Services
Exhibit D - Compensation

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print Name: Natalie Rogers

Title: Mayor

APPROVED AS TO FORM:

_____
Office of the City Attorney

ATTEST:

_____
City Clerk

EXHIBIT A - TECHNICAL PROPOSAL

February 14, 2024

Accela and the City of Santa Rosa

Response to RFP 24-01, Technical Proposal

Permitting, Inspections, and Code Enforcement Software

February 13, 2024

Ms. Jennifer Myles
Senior Buyer
Purchasing Section
635 1st St., 2nd Floor
Santa Rosa, California 95404

Re: RFP 24-01 – Permitting, Inspections, and Code Enforcement Software

Dear Ms. Myles and Members of the City Evaluation Panel:

Accela truly appreciates our existing business relationship with the City of Santa Rosa. As a longstanding Accela customer dating back to the 1990s, you understand the importance of leveraging technology to meet the demands of your community.

We welcome the opportunity to continue our partnership in the Microsoft Azure cloud, **where Accela is focusing development efforts moving forward.** After reflecting upon the City's current Accela implementation and your stated project goals, our team has provided a **proposal focused primarily on optimizing and enhancing the City's current deployment**.

We stand ready again to help you align with your technology goals and improve service to your citizens. For over 40 years, we have guided regulatory agencies like yours through the challenges associated with large-scale digital and operational change. Our solutions were designed and built for one purpose—to help government agencies manage regulatory tasks. **Accela currently serves 38 of the top 50 cities in California.** We are uniquely positioned to meet the City's needs today and achieve its goals in the future.

When governments and technology work together, great things happen. We are confident that we offer the best solution to improve your business operations and invest in your success. The following response outlines our approach to meeting your project goals, engaging with your citizens, and satisfying the needs that are most important to City stakeholders.

I am authorized to bind the company contractually. For any questions regarding this response or subsequent phases, please contact Brad Jacobs, Account Manager, at 408-335-3611 or bjacobs@accela.com. Please copy rfp@accela.com on any correspondence.

Thank you for your consideration,

Dennis Michalis
Dennis Michalis
Chief Revenue Officer

Table of Contents

About Accela

Accela provides market-leading SaaS solutions that empower governments worldwide to build thriving communities, grow businesses and protect citizens. From planning, building, licensing and permitting, to service request management, environmental health and more, Accela's offerings accelerate efficiency and transparency in governments of all sizes. Powered by Microsoft Azure, Accela's open and flexible technology helps agencies address specific needs today, while ensuring they are prepared for any emerging or complex challenge in the future. Accela's solutions serve more than 80 percent of America's largest cities. Accela is headquartered in San Ramon, California, with additional offices around the world. For more information, visit www.accela.com.

Disclosure

In relation to future versions of planned system enhancements or future product direction, the information contained in this material is not a commitment or legal obligation to deliver any of the features or functionality described herein.

Exhibit List

1   Executive Summary

Accela and the City of Santa Rosa (hereinafter, the City) have been partners together in land management and permitting for nearly 30 years, dating back to the City's usage of Accela's legacy product, Permits Plus, and its predecessor, the DOS version of PERMITS. Over a decade ago, the City migrated to Accela's current solution, Accela Automation, which has since been modernized and is now known as the Accela Civic Platform.

Both parties have a longstanding relationship and each of our organizations has grown and evolved over the years. We understand that the City is at an inflection point. This presents an opportunity to take a holistic view and optimize your use of permitting software that will serve you and your citizens for the next decade or more.

Accela is the ONLY vendor that provides the following benefits to the City:

- **$170,000+ savings** by not double paying for two systems during migration. Accela will suspend billing for your on-premise Accela installation once the Accela cloud licenses are provisioned.
- **$350,000+ savings** in City staff time. The Accela project requires a couple hundred hours of staff time. A sampling of California jurisdictions found it requires 5,400 hours of staff time on average to migrate from one software to a different software. This significant time savings is because the Accela cloud migration requires no gap analysis, no configuring of new software, no training of the staff on a different system, etc. (Savings calculation assumes $75 per hour per staff member, including benefits).
- **Seamless transition**: All existing Accela configurations, reports, integrations, etc. will seamlessly migrate to Azure, resulting in a consistent look and feel known to users. Given your users are already utilizing the Oxygen User Interface (UI), there will be no disruption to end users.
- **Ecosystem and architecture continuity**: IKC and Gray Quarter are longstanding Accela partners that work almost exclusively with Accela. ePermitHub is purpose-built for Accela and Accela represents 98.5% of ePermitHub's business. PayPal is 1 of 2 productized payment gateways that Accela supports. Your ecosystem of services and technology partners was built around Accela. No integrations will need to be rebuilt from scratch. Accela is the safest choice for the City.
- **Deep understanding:** Because of the almost 30-year business relationship, Accela is most familiar with the City's current usage of Accela and your permitting and inspection requirements.
- **Strength of the Accela community in California:** There are 120+ agencies in California using Accela and 80+ of those agencies are in the greater Northern California area. 38 of the top 50 cities in California by population use Accela software (including the City of Santa Rosa). 80 percent of the top 50 cities in the United States by population use Accela software. The County you are located in uses Accela software. The Northern California Accela User Group last year had 102 agency users from 41 unique agencies. If you care about the strength of community and collaboration on best practices with fellow agencies using the same software, Accela is the best choice for the future of the City.

As the incumbent vendor, Accela has the unique experience of reflecting upon the City's current use of technology and our proposal highlights an approach focused on optimization, ease of use, and improved citizen experience, while also enjoying the benefits of a software as a service (SaaS) solution.

Our proposal also includes a variety of enhancements to further improve usability, leverage your investment in partner solutions, and provide a more elegant citizen experience.

2   Attachment A Responses

The responder must address each of the questions within each tab of Attachment A.

Accela has provided Attachment A as a separate submittal.

3   Project Management & Team

The responder will list the project manager and all personnel involved in the project and their roles. A resume and contact information for all team members should be included.

As the City is already using Accela, we are proposing an upgrade from the City's on-premise environment to Accela's SaaS environment. The project will follow Accela's proven SaaS upgrade methodology to ensure a successful migration to Accela's hosted environment. Accela team members are listed in Exhibit 1, and we've provided their resumes on the following pages.

The City must provide project resources with a strong working knowledge of the Accela system to participate in regression testing efforts to ensure that all migrated data, integrations, and reports are functioning correctly in the new system.

Exhibit 1: Project Team Members

Project Role	Accela Resource
Project Oversight	Jim White, VP - SaaS Migration
Technical Lead	John McKenney, Executive Consultant
Data Conversion Lead	Raminder Gill, Solution Architect
Integration Lead	Anjan Raghavendra, Solution Architect
Report Lead	Josh Carey, Cloud Architect

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Jim White

Vice President, SaaS Migration
Proposed Project Oversight

EXPERIENCE

Accela, Inc. – Atlanta, GA

Manager, Solution Architecture

July 2016 – Current

- Manage a team of 10 architects supporting a broad portfolio of projects.
- Provide architectural oversight to enterprise implementations. Recent projects include:
  - State of Michigan Professional Licensing
  - State of Michigan Cannabis Licensing
  - City of Seattle Land Management
- Assist in scoping system integrations and data conversions.
- Develop and publish standard configuration templates to address common business problems.
- Provide input into the product development roadmap.

Solution Architect

June 2015 – July 2016

- Supported enterprise implementations in San Antonio, Cincinnati, and Seattle.
- Developed whitepapers and sample code to support implementation best practices.
- Guided and supported services consultants and implementation partners.
- Participated in product development focus groups.
- Completed add-on service engagements for customers.

Manager, Solution Architecture

February 2014 – May 2015

Lead Configuration Consultant on the Commonwealth of Massachusetts Department of Professional Licensing and Alcoholic Beverage Control Commission Implementation. Representative activities included:

- Defined functional business processes for the agencies and identify opportunities for workflow standardization.
- Designed and document the configuration and business logic required to support the business process.
- Worked with the interface team to ensure that interface designs are aligned with configuration.
- Worked with the data conversion team to identify and confirm field mappings from legacy systems to the record types configured in Accela.
- Provided technical guidance and support to script and interface developers.
- Demonstrated prototyped records in Accela solutions and Accela Citizen Access Portal.
- Supported all phases of testing to address defects, go-live activities and post go-live activities.

Manager, Solution Architecture

May 2012 – January 2014

Lead Configuration Consultant on the City of New York's Department of Consumer Affairs Accela Licensing Implementation. Representative activities included:

- Lead configuration analysis sessions with the Agency to understand requirements and business rules to support configuration of Accela.
- Configured case management record types including Complaint, Enforcement, Adjudication, and Legal Cases.
- Designed a framework for organizing and documenting EMSE scripts, include scripting the business rules.
- Worked with the data conversion team to identify and confirm field mappings from legacy systems to the record types configured in Accela.
- Defined script requirements and developed custom scripts to support complex use cases identified by the Agency.
- Demonstrated prototyped records in Accela solutions and Accela Citizen Access Portal.
- Supported all phases of testing to address defects, go-live activities and post go-live activities.

EnerGov Solutions (Atlanta, GA)

Project Manager

February 2010 – May 2012

- Managed all phases of Energov implementation projects from initial sale through go-live; held the lead roles in Clovis, CA, Columbia SC, and Prince William County, VA and supporting roles in Polk County, IA and San Luis Obispo, CA.
- Interfaced with multiple levels of public organizations including Departments of Building, Planning, Fire, Police, Business Licensing, Environmental Safety, Public Health, Transportation, Engineering, and Public Works.
- Implemented Licensing, Planning and Building solutions, including mobile solutions.
- Conducted business process review sessions and performed requirements gathering.
- Designed integrations with 3rd party GIS and Finance systems.
- Worked with EnerGov data services staff to design, build, and test data conversions from legacy systems; developed and executed data migration plans.
- Wrote design specifications for custom software development.
- Defined and tested custom reports.
- Provided on site go-live assistance and managed the transition to account management for support.
- Supported sales staff in product demonstrations and RFP responses.

iVenture Solutions (Atlanta, GA)

Director of Operations, Atlanta

March 2008 – December 2009

- Lead the solution delivery team in Atlanta and served as a primary point of contact for Atlanta customers.
- Worked with small to medium sized organizations to support IT infrastructure and align IT resources with business objectives.
- Offed a managed service platform and hosting services to support complete or partial outsourcing solutions.
- Supported upgrades of critical applications and hardware such as SQL Server and MS Exchange.
- Provided network design and management services with an emphasis on IP Sec VPN solutions, web content management, and traffic shaping network appliances.

Cox Communications (Atlanta, GA)

Portal Content Analyst

February 2007 – December 2007

- Performed requirements gathering, solutions design, and configuration of a new HR intranet portal based on the Plumtree Portal platform.
- Developed customized portal content and built delivery rules around user role and business unit.
- Worked with distributed content managers to develop and maintain custom content for their business unit.
- Provided training and assistance to content managers.
- Drafted a governance framework for managing shared content and facilitated governance meetings between business units.
- Supported integrations to Active Directory and Oracle HRMS.
- Trained and supported help desk staff responsible for supporting the HR department. Provided direct support to users as needed.

American Cancer Society (Atlanta, GA)

Web Services Administrator

June 2004 – January 2006

- Served as the technical team lead for the intranet/extranet web portal platform providing a broad range of services to employees and external volunteers.
- Integrated with thirteen different directory systems based on several platforms: Active Directory, Novell, Windows NT 4.0, LDAP.
- Designed and implemented a high availability architecture that utilized load balanced web servers and a SQL Server cluster.
- Developed and deployed custom portal applications built in ASP.Net using C# and the Plumtree Portal EDK.
- Developed procedures for managing environments and migrating changes between environments.

Mirant Corporation (Atlanta, GA)

Application Server Administrator

June 2002 – June 2004

- Managed the application server environments hosting custom developed high volume energy trading applications and other enterprise applications: Documentum, Crystal Reports, Tibco Portal.
- Served as the technical lead for the Enterprise Directory team, managed Sun LDAP servers, and supported integrations with Active Directory and Oracle HRMS.
- Administered the public facing web site and supported public relations in managing content.
- Assisted with the development of disaster recovery and business continuity planning; performed application server failovers in disaster recovery exercises.
- Provided 24x7 on-call support for critical applications.

Unisys (Atlanta, GA / Jacksonville, FL)

Consultant / Software Engineer

May 2001 – June 2002

- Managed the source code repository for a software development project utilizing a team distributed across the United Sates and India.
- Assembled milestone release packages including release documentation, change logs, test results, and milestone builds.

- Performed nightly builds for use in debugging and testing.
- Participated in code reviews with system architects and developers.
- Administered development and testing server environments.

SKILLS

- Microsoft Office Suite Products (Word, Excel, PowerPoint, Access, Visio, Project)
- Microsoft Server Products (Windows Server, SQL Server, IIS, Exchange).
- MCSE+A

EDUCATION

Master of Business Administration – *University of Newcastle – Newcastle, NSW*
Bachelor of Science (Management) – *Georgia Institute of Technology – Atlanta, GA*

John McKenney

Proposed Technical Lead

EXPERIENCE

Accela, Inc. - San Ramon, CA

Senior Solution Architect
May 2014 – Current

After more than 10 years as an Accela customer while with the County of Sacramento; In May of 2014 I accepted a position with the Middle East Africa division for 1 year, returning to the United States, June of 2015 in the role of Sr. Solution Architect. This role becomes involved with a project at the time the Solution Consultant is developing requirements provided by the customer and will organize the development efforts. The Solution Architect is responsible for defining the vision that will drive the solution and will shepherd execution of the vision through go-live.

- *Principal Business Analyst, Accela Middle East & Africa – Kuwait (August 2017 – October 2017)*
  Sent to the Kuwait and Dubai to work with our customer to gather the needed business requirements for this project and translate those into usable prototypes for customer sign-off. I also provided web service integration advice along with instituting Accela best practices for configuration standards and implementations.

- *Solution Architect, California State Natural Resources Agency (June 2015 – November 2017)*
  Over the course of almost 3 years I have helped the State of California as an adhoc staff augmentation to enhance two existing projects while shepherding an additional four new projects for the Department of Water Resources while training their administration staff to one day handle everything from start to finish.

- *Managed Services Staff Augmentation, County of San Diego (November 2015 – March 2017)*
  The County is one of the largest Accela implementations. Due to HP staffing constraints, I was brought in to handle the overflow work for the Department of Public Works and the Department of Planning & Development Services. This work involved everything from scripting, report writing, GIS integration, configuration and redesign/clean-up.

- *Solution Architect, City of Fresno (July 2016 – August 2017)*
  Provided the Solution Architecture services for the City along with training in the use of SQL Server Data Tools for Business Intelligence.

- *Solution Architect, City of San Diego (October 2015 – June 2017)*
  Provided the Solution Architecture services for the City. Out of this project the Accela Data Tools initiative was formed to allow the population of reference data into Accela's solutions in a much faster manner. What used to take several weeks can now be accomplished in a matter of days.

- *Principal Consultant for Accela Middle East & Africa – Dubai, UAE (May 2014 – June 2015)*
  Worked with a mid-sized team to migrate 301 separate web and e-form government business services from multiple legacy database platforms to the Accela solutions within a very tight 14-month window. Tasked with unifying government services for all aspects of the Dubai Municipality including, Building, Planning, Survey,

Accreditation, Historical Monuments, Food and Consumer Goods import and export and testing, Waste Management and more. The Food registration along with its related import and export processes is to be used by all emirates across the U.A.E. as a federalized food registration and tracking system.

Duties on this assignment included:
- Participated in planning meetings with IBM and the customer,
- Infrastructure design verification,
- Database and Platform installation and configuration,
- Configuration standards development,
- Business analysis and solution design,
- Implementation of business analysis standards,
- Master legacy data cleansing,
- Provided administrative and configuration training,
- Configured business unit specific modules and services,
- Business Intelligence reporting via Crystal Reports 2013 from multiple data sources including Oracle 11g and SQL*LIMS,
- Mentored new Accela analysts, developers and report writers,
- Reviewed and provided feedback of work performed by business analysts,
- Overcame design and solution obstacles,
- Documentation of Analysis and Design

Department of Technology – San Diego, CA

Manager of Unified Services
March 2013 – May 2014

- Managed City's enterprise web applications, web design team and web infrastructure. Managed and completed the efforts of the City to migrate to Office 365 for email services along with an upgrade to SharePoint 2013.

County of Sacramento, CA - Sacramento, CA

Principal IT Analyst
March 1996 – March 2013

- 2008 - 2013
  o Managed staff of 6 that maintain Accela's solutions - Automated Permits System (APS). I am fluent with the following Accela solutions and capabilities: Building, Code Enforcement, Planning, Licensing, ESRI GIS, Citizen Access, Mobile Office, and Document Management. I designed the server VM infrastructure necessary to support this environment: Windows 2008, SQL 2008, and SQL Reporting Services 2008.
  o Met with our internal customers, gathered information and developed business requirements. That knowledge was transferred into project plans and functional requirement specifications for new enhancements. I also chaired the Accela Northern California Users Group and sat on their National Advisory Council.
  o In 2012, we successfully converted the Business Licensing division to Accela from our home-grown mainframe system. During this process, we migrated 30 years of historical data with zero loss.

- 2006 - 2007
  o Promoted to Principal IT Analyst and dedicated to the Accela Automation project as the ongoing project manager. In February 2006, we began the project to convert from Oracle based Tidemark thick client permitting system to Accela's SQL, Java, Cold Fusion based thin client solutions.

- 2003 - 2005
    - Completed three major upgrades to our automated permitting system.
    - Completed a section conversion to VoIP using CISCO infrastructure.
    - Completed conversion to FileNet from file share based document management.
    - Implemented a revenue recovery system for expired permits.
    - Finalized contract with Accela to upgrade the existing Tidemark permitting system to a new browser based system.

- 1996 - 2002
    - Participated in development and implementation of the Agency's initial roll-out of Windows 95 to Building Inspection. This was the first implementation of Windows 95 in the County.
    - Charter member of the Agency's "Research & Development Group". This group evaluates emerging technology to make recommendations for future technological direction. Involved with planning and implementation for migration of Alpha/VMS applications to Intel based platforms.
    - Designed standards for future roll-outs of local and networked applications. Tasked with standardizing all desktop operating systems and applications installations. Part of this process involved setup and synchronization of WAN connected application servers. Development of custom installation routines using the Microsoft Installer, WISE and SMS. Development and maintenance of all documentation to support the infrastructure.
    - March 2002, we completed a successful migration to Active Directory using the single tree model for the master domain. Our organizational unit consisted of over 60 Intel based Windows 2000 servers using DHCP, TCP/IP & Fast Ethernet.
    - May 2002, I was promoted to the position of Sr. IT Analyst / Project Manager for technology related projects within Construction Management Inspection Division. This includes supervision of a staff of up to 6, development and implementation of the divisions technology budget.

GraniteTek (Cameron Park, CA)

Computer Consultant
January 1989 – December 2013

- GraniteTek is a d.b.a. for computer related contracting services using those items listed in my skill set above. I design, build and maintain websites, applications, databases, systems and small to medium LANs for several businesses in the Sacramento area.

Sierra Digital (Sacramento, CA)

Software Analyst
September 1992 – December 1994

- During my employment, Sierra Digital was a vertical database software company geared towards the recreation industry. I performed software certification, installation, on-site training, technical writing and phone support for a client base of 200+ organizations.
- Defined areas for improvement and prioritized them for development; certified manuals for Windows, DOS, and Macintosh platforms; while writing the more advanced sections for those publications myself.
- Extensive travel was required for on-site installation and training to customers with a required working knowledge of various hardware and network configurations being essential for smooth installations. Each site demanded custom reports so the ability to design custom reports using FoxPro and Clipper was needed. All modules had a full general ledger accounting system and were purchased in Single, Multi-User or Multi-Site versions.

International Billing Services (El Dorado Hills, CA)

Quality Analyst
October 1993 – May 1994

- Working in the Systems Development group proved to be an excellent learning experience, as I was given the opportunity to attend various software and "Total Quality Management" classes. I.B.S. uses multiple platforms in order to accomplish its day to day operations. To function I needed to know: PC's, OS/2, UNIX, Macintosh, Tandem Cyclones, Modems X25 and T56 lines, Paradox for Windows, TOBOL, C, and various GUI applications. My main area of concern was "white box" integration testing of new software being released to the production floor. After initial release it became my responsibility to handle any troubles that might occur and to train the machine operators in the proper use of the new software and equipment. My last project was as the lead troubleshooter for the $275M dollar "Ameritech" contract.

SKILLS

- Office 365 Migration
- LAN Design and Administration
- Microsoft Server Installation, Configuration and Administration
- Active Directory Administration
- Network Client Application Configuration and Installation
- Web Design
- Software Development and Testing
- Classroom Instruction
- Technical Writing
- Project Management
- Programming / Scripting Languages
  - Microsoft Visual Studio
  - Microsoft Access
  - HTML
  - SQL Reporting Services
  - Crystal Reports
  - Java Script
- System & Server Software
  - Microsoft SQL Server
  - Microsoft Exchange Server
  - Microsoft Windows Small Business Server
  - Microsoft Windows 3.1 thru 10
  - Microsoft Windows Server
  - Microsoft Terminal Server
  - Oracle
- Application Software
  - Accela solutions Administration
  - Tidemark Advantage
  - Microsoft Office, Publisher, Outlook, Project, Expression Web, Visio
  - Macromedia Fireworks
  - Photoshop CS
  - SQL Developer

EDUCATION

Continuing Education (Project Management) – *Villanova University, 2017*
Computer Information Systems - Folsom Lake Community College – *Folsom, CA, 2007*
Continuing Education (Management Information Systems) - American River College – *Sacramento, CA, 2003*
Continuing Education (Computer Science and Mgmt Information Systems) - *California State University – Sacramento, CA, 1989*
Continuing Education (Electronics) - Heald Institute of Technology – *Rancho Cordova, CA, 1988*
Aerospace Maintenance & Management - Middle Tennessee State University – *Murfreesboro, TN, 1988*

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Raminder Gill

Proposed Data Conversion Lead

SUMMARY

Ms. Gill has worked on converting data from Legacy systems to all platforms supported by Accela namely Permits Plus, Kiva, Open Data Systems and Tidemark Advantage. She worked with the following agencies to migrate data from legacy to Accela's solutions over the past several years and assisted in mapping the data and creating the programs to convert the mapped data to the Accela solutions. Accela's in-house tools for Data Mapping and Data Conversion were used for all conversions.

EXPERIENCE

Accela, Inc. - San Ramon, CA

Data Conversion Analyst
December 1999 – Current

- Denver, CO – Excise and License to Accela's solutions - Licensing conversion

At the City and County of Denver, I am converting 24 years' worth of licensing data for Business and Individual licenses. The Legacy Excise and License application was custom built so the City staff provided a support team to identify and assist with mapping the data that is to be converted to Accela's solutions. Accela has built the custom views to extract the required data from legacy Oracle database. We are in the process of translating the reference data using Accela's Data Mapping tool.

- City of County of San Francisco

Responsible for converting the Planning data for City and County of San Francisco. The data is in different formats in Legacy systems such as Access, Mainframe and Oracle. Agency is responsible for importing all the data to Oracle and providing the data dump to Accela as this is an Accela Hosted Agency. Agency assisted with providing specifications and mapping the data from legacy to Accela solutions.

We are doing this conversion in two phases. The older than 1981 records were converted first as they were being converted for historical/audit purpose and didn't require Workflow or Custom fields to be converted. The records after 1981 are being converted as fully functional records with Workflow and all required custom fields and tables being converted. The converted data along with Accela solutions implementation is in User Acceptance Testing phase.

- City of Seattle

Seattle is converting the data for the Pre-Registration records for rental properties to Accela solutions. The data is being provided in a single Excel Spreadsheet as it is very basic information about the pre-registration process. As this is an ongoing process for Seattle, I customized the Accela ETL programs so Agency could run it periodically when needed.

- Rancho Cucamonga, CA

City of Rancho Cucamonga is migrating two different systems to Accela solutions– Tidemark systems and Fire RMSS application. As I am familiar with Tidemark schema I was able to guide the Agency staff on extraction of data from Tidemark and pull all the reference data in Data Mapping Tool. Due to large volume of reference data mapping and four different departments involved, the agency has been mapping the translation tables with my assistance. For Tidemark conversion there are approx. 250,000 base records but the custom Application Specific records are more than 3 million and approximate 2 million records for Workflow.

RMSS was custom built so the staff had to be more involved with data identification, relationships and mapping.

Accela customized its Extract, Translate and Load (ETL) conversion tool to meet the City's conversion needs. We have performed data conversion throughout the project to make sure it was correct. The data gets verified by all departments after each conversion run and issues identified get reported and resolved for next run. City of Rancho Cucamonga is currently in User Acceptance Testing phase.

- Coastal Commission of California – Legacy Conversions

I worked with California Coastal Commission to define a strategy for converting the different components of the legacy system as the legacy data was in seven Access databases. The staff at CACC worked tirelessly with me to help identify the relationship of data between these seven systems and the migration to Accela solutions as it was being configured to house an incredible number of customized fields known as Application Specific fields and Application Specific Tables in Accela solutions. Data Conversions were performed throughout the life of the project to verify the configuration and legacy data migration to Accela solutions. Address, Parcel, Owner (APO) conversion was also performed for CACC.

- Miami Beach, FL – Licensing Conversion

I converted the Licensing data for City of Miami Beach, FL from a custom built application to Accela solutions. Agency staff assisted with data identification, extraction and data mapping. The data was mapped using the Accela Data Mapping tool and converted using the Accela Conversion tool.

- Missoula, MT – Legacy conversions

We converted data for Missoula from three platforms – Permits Plus, Data View and Asset Management.
The data was converted into Accela solutions environment/database where there were already two Agencies into production, State of Montana and Professional and Occupational Licenses. Multiple conversion runs were executed to ensure that the integrity and validation of data converted.

- Baltimore, MD – APO Conversion

Address, Parcel and Owner reference data was converted into Accela solutions using the Standard APO conversion tool.

- Fort Worth, TX – APO Conversion

Address, Parcel and Owner reference data was converted into Accela solutions using the Standard APO conversion tool.

- State of Montana, Professional and Occupational Licenses Conversion

Statewide Professional and Occupational Licenses were converted for State of Montana. The POL licenses were converted as Applications or Licenses depending on the status in Legacy system. The renewal information was also brought over where data existed.

Anderson Consulting - Ottawa, ON Canada

System Analyst
Nov 1997 – Aug 1999

- Canada Post Corporation - Maintenance & HR and NVS Release team

As a member of HRIS/HRMBA maintenance team I worked on a major enhancement project (CANCEL Transaction) and a number of smaller enhancements, troubleshooting and providing user support for application systems in production from April to August 1999.

- Canada Post Corporation

As a system analyst on Costbase HRIS Year 2000 Team, I worked on analysis, design, repair, documentation and testing of several applications (Employee Movement, Organization and Job Management System, Entitlement and Rules Administration System, Human Resource Development System and Compensations Benefits and Pensions System).

SKILLS

Operating Systems

IBM Mainframes

Windows

MVS/XA

UNIX

Databases

Oracle

SQL Server

Access

Programming Languages

Visual Basic

T-SQL

PL/SQL

EDUCATION

Computer Programmer and Analyst Diploma - *Algoquin College – Ottawa, ON*

Bachelor of Science (Biochemistry) - *GND University – Punjab, India*

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Anjan Raghavendra

Solution Architect

EXPERIENCE

Accela, Inc. - San Ramon, CA

Title – Solution Architect
Jan 2019 – Current

- As a Solution Architect I have been involved in following activities that span across multiple clients and projects.
  a) Completed Upgrade of clients in Data Center to SaaS environment.
  b) Upgrade of On-prem customers to SaaS.
  c) SSRS Report Conversions
  d) Custom Payment Adapter and Interface Development.

Title – Sr. Technical Consultant
May 2016 – Dec 2018

- In the role of Sr. Tech Consultant for Professional Services, my activities included below Accela tracks.
  a) Custom Interface Development
  b) Data Conversion
  c) Scripting
  d) Configuration

CGI Technologies – Atlanta, GA

Title – Project Lead
Jun 2015 – May 2016

- Enterprise Loan Servicing Application Lead for PNC Bank
  a) Executed Web Application Development project in Agile Scrum Model.
  b) Involved in Sprint planning, estimation, tracking, code reviews and work assignment for group of offshore developers.
  c) Supported QA and Production cases.

Infosys Limited – Cranston, RI

Title – Technical Lead
Apr 2011 – Jun 2015

- Played the role of Technical Lead and Senior Developer for below projects over a period of four years for Citizens Bank.
  a) Know your Customer (KYC) Web Application
  b) BIC Teller (Branch Image Capture) Implementation
- Has Experience in SDLC phases like Requirements Gathering, Design, Development, Testing and Support.

Title – Developer/Tester
Jun 2007 – Apr 2011

- Played the role of C# Web Developer for below two projects for Citizens Bank.
  - a) MyMI (Management Portal)
  - b) EPost – Ticket Generation System
- Performed Manual and Regression Testing for ABN AMRO Midland project.

SKILLS

- Interface Development
- Data Conversion
- Scripting
- Technologies – C#, VB.Net, ASP.Net, JavaScript, SQL Server, Oracle, SSRS, Crystal Reports, jQuery, Ajax, CSS, HTML, Web Services, RESTful API.

EDUCATION

Bachelor of Engineering (Computer Science) – PES Institute of Technology – *Bangalore, Karnataka, India*

Joshua Carey

Proposed Report Lead

SUMMARY

Josh has led a diverse and varied career spanning private and public organizations in the financial, community development, education, and healthcare sectors and has provided a multi-disciplinary experience that provides an out-of-the-box perspective and ability to view opportunities from multiple perspectives. Josh is very customer-centric, but also aware of how to balance the sustainability of the organization while meeting client needs.

EXPERIENCE

Accela, Inc. - San Ramon, CA
Solutions Consultant
2014 – Current
Responsibilities include
- Providing input about features, release coordination, and product roadmap of new and existing products.
- Providing analysis and configuration consulting, data conversion analysis, configuration training, product training, and go-live consulting for new Accela clients.
- Implementing program types include food, water, septic, temporary food, body art, pools, tanning, solid waste, hazardous waste, complaints, vector programs for both public regulatory agencies and private enterprise.
- Provided over 100 hours of EnvisionConnect training.

Successfully implemented EnvisionConnect for:
- Webster County, Missouri;
- Corvias, Rhode Island
- Spokane, WA

Panera - St. Louis, Missouri
eCommerce Implementation
2014 – 2014
- Coordinate e-commerce project construction timeline and hardware installation
- Implement data verification and software initiatives to cafes throughout the US
- Strategize the successful launch of Panera 2.0 throughout all company and franchise cafes
- Develop tools that organize and visualize project progress in Microsoft and Google services
- Communicate program changes and process improvements to all levels of stakeholders

Motorola - St. Louis, Missouri
Market Development Manager
2013-2014
- Ensure sustainable sales growth through routine collaboration with internal and external leadership to create new opportunities
- Provide support for entire duration of project life cycle

- Observe, gather, and document information that is used to recommend changes to product positioning within the marketplace
- Create dynamic Excel documents to visualize changes in target customer demographics
- Conceptualize sales and return data into useful graphics within Excel to better understand areas that require improvement
- Develop a trusted relationship with key stakeholders within the customer organization

Wireless Vision - St. Louis, Missouri

Sales Executive

2012 – 2013

- Handle all administrative aspects of the sale including completing customer contracts and warranties
- Subject Matter Expert (SME) responsible for representing state-of-the-art technology, new developments, benefits, features and applications
- Conduct tracking and analysis of key performance indicators including sales performance, customer service levels, profit and loss (P&L), enhanced revenue, reduction in product returns, and product mix
- Provide critical market feedback regarding local competition and product/service needs
- Maintain strong knowledge of all Company products, accessories, pricing plans, promotions, and service features

Cricket Communications - St. Louis, Missouri

Supply Chain Project Leader

2008-2012

- Analyze sales data to streamline supply chain operations using custom-built Excel programs
- Assist in the migration of the legacy billing system's inventory to the new Point of sale system (inPowered)
- Act as Subject Matter Expert and central inventory control for all locations throughout the St. Louis area
- Plan and implement company-wide supply chain procedures covering days on hand, end-of-month counts, and merchandise security
- Manage product demand planning and forecasting to ensure stability, consistency, and optimization of product inventories
- Create powerful Microsoft Office applications using Visual Basic for Applications (VBA) that have become standard use company-wide

SKILLS

Demonstrated strengths in the following areas:

- ❖ Team Leadership Skills
- ❖ Budgeting and Financial Analysis
- ❖ IT Management
- ❖ Conversion Management

- ❖ Software Development Management
- ❖ Resource Utilization Management
- ❖ Product Development and Design
- ❖ Implementation Management

EDUCATION

Columbia College, Columbia, MO - B.A. in Management Information Systems   2013
Columbia College, Columbia, MO - A.A. in Business Administration   2012

4   Project Scheduling

Responder shall provide a schedule of individual tasks and approximate times for completion.

The estimated timeline for the City's SaaS upgrade is six months. However, detailed timelines and tasks are developed as part of project initiation and will depend on the scope of the project, including integrations and reports migrated from the on-premise system into the Accela-hosted environment. A sample project schedule is provided in Exhibit 2.
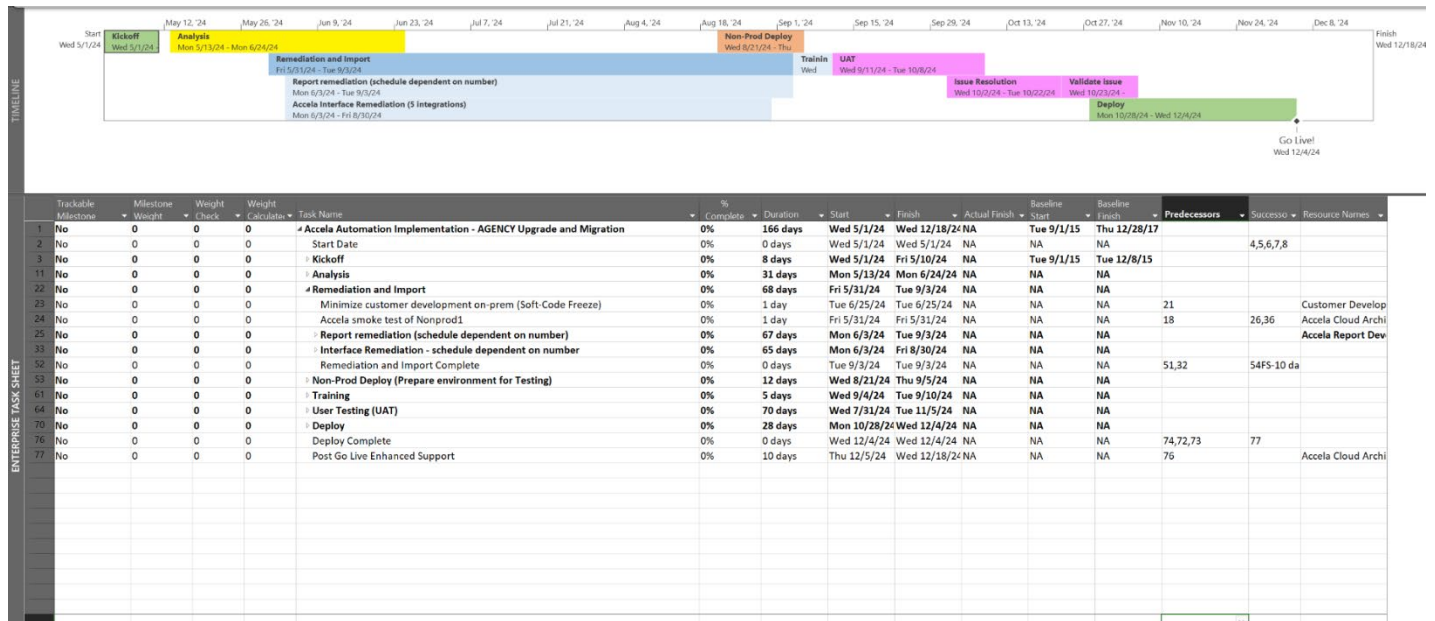

Exhibit 2: Estimated Timeline

5   Project Approach

Accela's SaaS migration approach has a proven success rate, with more than 40 agencies successfully migrating from their on-premise environments into the Accela-hosted environment. The SaaS migration team provides knowledge and guidance to agencies to ensure a smooth transition.

Exhibit 3 details the high-level approach and scope of work. A full project plan will be developed during project initiation that will provide more specific details and timeframes for the tasks below.

Exhibit 3: High-Level Approach and Scope of Work

Task
Provide an updated full backup of the production database
Identify issues in the DB that will need to be addressed for a successful migration to Accela SaaS.
Develop SQL scripts to remediate all DB issues. If any issues require changes to transaction data, they will be reviewed with the customer and a remediation plan agreed to by both parties and implemented before go-live.

Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
    a.   Agency to copy the database to the Accela site conversion environment
    b.   Execute preparation and remediation scripts;
        i. Drop any custom objects
        ii. Upgrade to SQL 2019
        iii. Execute validation scripts to confirm the schema
    c.   Import data from the MS SQL DB into the Accela SaaS SQL instance

Copy DB back to on-premise and load in DB server (optional, may be used for testing, report writing, etc.)
Provision tenant non-production instance in Accela SaaS
Update environment-specific test data in the databases
Start Accela services and validate the system is functional i.e., login, search, create records, GIS Objects, etc..
Update the Master Script version to the latest supported version
Execute automated test suite to ensure proper system functionality
Remediate any data issues that are found from the migration
Perform validation
Connect EMSE Tool to Agency Git Repository
Provide the Agency with a backup of the revised SQL DB

Test integrations
    a.   Establish connectivity between on-premise systems and Accela SaaS
    b.   Agency to adjust firewall rules and network topologies as necessary for connectivity to Accela SaaS in Azure
    c.   Repoint service endpoints to new URLs

Environment validation and migration plan is completed

Migrate and update SSRS/Crystal reports:
    a.   Import reports into the Accela SaaS environment
    b.   Update reports to remove dependencies on custom objects (stored procedures, functions)
    c.   Optimize report SQL for the Accela SaaS database schema

Task
d.   Facilitate customer testing and remediate any issues found resulting from migration
Update AdHoc Reports to SSRS. AdHoc Reports using custom views will not be converted.
Remediate any data issues found from the migration
Update Production Data Conversion documentation

6   Similar Project Experience

The Responder shall include a short narrative description of any similar projects undertaken in the past three (3) years.

The Accela cloud migration team has completed 45 cloud migration projects in the past three years and there are another 22 cloud migration projects currently in flight. The team has migrated over 7,000 reports in total with multiple projects close to 500 reports. The team has moved hundreds of integrations from local Accela environments to the cloud.

The team considers your project to be straightforward and they expect an easy transition.

Please see our client references in Section 7 for further evidence of our experience with similar projects.

7   Client References

> The Responder shall provide no less than three (3) project relevant references. These references must have utilized the Responder's services in the past three (3) years.

Accela has provided our references in Exhibit 4 below and Attachment A.

Exhibit 4: References

Reference 1	
Agency	City of Fresno
Contact	Edith Smith, Information Services Manager
Address	2600 Fresno Street, Fresno, CA 93721
Telephone and Email	(559) 621-7136; edith.smith@fresno.gov

Reference 2	
Agency	City of Torrance
Contact	Andrei Yermakov, IT Director
Address	3031 Torrance Blvd., Torrance, CA 90503-5015
Telephone and Email	(310) 618-5900; ayermakov@torranceca.gov

Reference 3	
Agency	City of Santa Barbara
Contact	Rudy Fidler, IT Manager
Address	735 Anacapa Street, Santa Barbara, CA 93101
Telephone and Email	(805) 564-5452; rfidler@santabarbaraca.gov

8   Appendix

8.1   Sample Agreements

Accela welcomes the opportunity to discuss, in good faith, the governing contractual terms during the negotiations portion of this procurement process. Our negotiation approach is to seek a fair and balanced contractual arrangement reflecting an appropriate allocation of risk, duties, and responsibilities between the parties. Accela anticipates that any final contractual terms between the parties will incorporate key elements of Accela's terms and conditions to allow for the provision of high-quality performance by Accela.

Notwithstanding anything to the contrary in the solicitation documents: (1) Accela does not agree to any solicitation document standard terms without negotiation and/or all exceptions provided by Accela to be included, and (2) all third-party products included by Accela in its solicitation response require the originator of the solicitation to agree in writing to third-party license terms. Accela's relevant sample agreement is herein attached at the end of this section.

Thank you for your consideration. Accela looks forward to a constructive and positive discussion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **USAGE AND ACCESS RIGHTS**.

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

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

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

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

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

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

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

3. **PAYMENT TERMS.**

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

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

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

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

5. **CUSTOMER DATA.**

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

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

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

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

6. **WARRANTIES AND DISCLAIMERS.**

6.1 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 (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

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

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

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

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

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

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

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

11. **TERM AND TERMINATION.**

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

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

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

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

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

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

12. **GENERAL.**

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

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

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

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

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

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

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

(End of Document)

Accela

Exhibit B
Statement of Work

Santa Rosa, CA
SaaS Migration Services

8/14/2024

Version 1.0

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

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
8/14/2024	E. Strang	1.0	SOW Creation

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the "Professional Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") for Santa Rosa, CA ("Agency" or "Customer").

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Consulting Services Policy found at www.accela.com/terms.

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela ("SOW Effective Date").

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

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Civic Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating specific existing interfaces
- Migration of up to 100 SSRS reports
- Upgrade EMSE Master Scripts
- Assist in integrating Azure SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:
1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated

2. Perform the database migration (Accela, Jetspeed, AGIS, and ADS databases as required)
    a. Copy database to Accela site
    b. Execute preparation and remediation scripts; drop any custom objects
    c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Load ADS documents
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Upgrade EMSE master scripts to the current version
13. Migrate and Test integrations
    o Repoint service endpoints to new URLs
    o Adjust firewall rules and network topologies as necessary
    o Update interface EMSE scripting dependences for Azure compatibility
    o Unit test and ensure base functionality
14. Migrate and update SSRS reports (maximum of 100)
    o Import reports into the Accela SaaS environment
    o Update reports to remove dependencies on custom objects (stored procedures, functions)
    o Facilitate customer testing and remediate any issues found resulting from migration
15. Validate Ad Hoc reports
    o Remove dependencies on custom views where possible
    o Convert to SSRS as needed
16. Develop go live plan
17. Final go-live/roll back decision
18. Execute go live plan
19. Provide 2 weeks of post go live support from the project team

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

Integration Assumptions

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- For Accela CRM/Public Stuff, if this product is deprecated from support, a change order will be provided removing it from scope and cost.
- The agency will purchase the Enhanced Reporting Database (ERD) as part of their SaaS license. If the agency does not purchase ERD, then additional scope may be required to migrate interfaces.

PROJECT TIMELINE

The project is estimated to take 24 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

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

PAYMENT TERMS

PAYMENT SCHEDULE

- 50% due at contract signing $46,000.
- 50% invoiced at completion $46,000.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is $92,000. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ODERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be executed by 9/30/2024. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

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

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.   **Santa Rosa, CA**

Authorized Signature   _Authorized Signature_

Name - Type or Print   _Name - Type or Print_

Title   _Title_

Date   _Date_

Proprietary and Confidential

Accela

APPENDIX A: CHANGE ORDER FORM

Agency:	CO #:
Project Code:	Date:
Contract ID:	
Initiating Department:	
Initiated By:	

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]
   - Schedule impact:
   - Resource impact:
   - Cost impact:

2. Etc.

Total Project Schedule Impact: [Enter]
Total Project Resource Impact: [Enter]
Total Project Cost Impact: [Enter]

B. BILLING TERMS:
Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:
If this is a CO for a bucket of T&M hours there needs to be an expiration date

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SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	Accepted By: Accela, Inc.
  By:	 By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Proprietary and Confidential

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **USAGE AND ACCESS RIGHTS**.

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

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

2.3 Purchasing 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 located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

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

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

2.6 <u>Customer's Responsibilities.</u> 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 <u>Purchases Directly from Accela.</u> Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

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

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

5. **CUSTOMER DATA.**

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

5.3 <u>Use of Aggregate Data.</u> Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

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

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

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

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

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs,

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

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

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

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

Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

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

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

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

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

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

12. **GENERAL.**

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

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Accela

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

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

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

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

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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

ACCELA, INC.	CUSTOMER: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

20201023

Accela, Inc.

Consolidated SaaS Support Policies

This document contains two policies, the Standard Support SaaS Services and the Preferred Support SaaS Services Policies. Please refer to the appropriate section, depending on the level of Support Services you have purchased from Accela.

In the event you are unsure or wish to upgrade your Support Services Level, please contact your account manager.

Policy 1

<div align="center">

Accela, Inc.
Standard SaaS Support Services Policy
Dated: April 21, 2021

</div>

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 and 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
   a. **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.

   b. **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.

   c. **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.

   (1) **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:
Overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:
Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. 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.

   (2) **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*)

(3) 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.

(4) 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.

(5) 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, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Agency Contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

(6) Third Party Product Support

If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

(7) 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's misuse of the Services;

      b. Support during times outside of Accela's regular business hours stated 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 Ser vice demarcation 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 customer's 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.

(8) **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
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 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).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(9) Target Initial Response Time

Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 day[a]
2	3 days[a]
3	5 days[a]
4	7 days[a]

[a] Initial response times are including M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do notapply to cases submitted via email or electronically via the Accela Success Community.

Policy 2

<div align="center">

Accela, Inc.
Preferred SaaS Support Policy
Dated: April 21, 2021

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This Accela Preferred 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 and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela in its sole discretion. This policy only applies to Customers that have purchased Preferred Level Support.

General Requirements and Hours of Operation

a. **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.

b. **Telephone Support**: Accela Customer Support Department, a live technical support facility, will be available in English to your identified Agency Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela support engineers will follow through on the case for the Agency Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.

c. **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.

(1) **Agency Contacts**: "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to ten (10) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

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

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. 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.

(2) 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*)

(3) 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.

(4) 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.

(5) 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, Accela may access Agency Contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

(6) Third Party Product Support: If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

(7) Named Technical Support Advisor: Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customers system and provide oversite for any support cases created with Accela. They will also facilitate the following:

1. **Scheduled calls to review open support tickets with Accela and**
2. **a monthly service review to review overall support performance.**

(8) **Monthly APO Data Loads:** Included with the Preferred support plan is a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3 severity level case.

(9) **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's misuse of the Services;
   b. Support during times outside of Accela's regular business hours stated 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 Service demarcation 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.

(10) **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
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 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).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(11) Target Initial Response Time: Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour[a]
2	4 hours[a]
3	8 hours[a]
4	24 hours[a]

[a] Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submittedvia telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.

Accela, Inc.

Consulting Services Policy

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

Consulting Services Covered

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

Performance of Services

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

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

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

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

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

Privacy

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

Supplemental Terms

For any Customer receiving Consulting Services from Accela that has not yet entered into a License Agreement, Customer, commencing on the first day Consulting Services are provided, Customer is granted a thirty (30) day license to use Deliverables (and any other Accela materials provided during such engagement, subject to the applicable License Agreement set forth at accela.com/terms/. At the end of the thirty (30) day license, if Customer has not entered into a new License Agreement referencing Consulting Services, Customer's license to the Deliverables granted under "Supplemental Terms" of this Policy is terminated.

Accela Availability and Security Policy

Service Availability:

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

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

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

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

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

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

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

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

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

Remedies for Excessive Downtime:

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

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

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Notes:

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

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

Customer Account Login:

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

Accela SaaS Service Delivery:

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

Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Brad Jacobs
Contact Phone:
Contact Email: bjacobs@accela.com
Quote ID: Q-34067
Valid Through: 9/30/2024
Currency: USD

Order Form

Address Information

Bill To:
City of Santa Rosa Planning and Economic Development
100 Santa Rosa Avenue, Room 3
Santa Rosa, California 95404
United States

Billing Name: Brian Tickner
Billing Phone: 7076890005
Billing Email: btickner@srcity.org

Ship To:
City of Santa Rosa Planning and Economic Development
100 Santa Rosa Avenue, Room 3
Santa Rosa, California 95404
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	10/1/2024	9/30/2025	12	$1,755.00	150	$263,250.00
> Accela Building - SaaS	Year 1	10/1/2024	9/30/2025	12	$0.00	150	$0.00
> Accela Planning - SaaS	Year 1	10/1/2024	9/30/2025	12	$0.00	150	$0.00
> Accela Fire - SaaS	Year 1	10/1/2024	9/30/2025	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 1	10/1/2024	9/30/2025	12	$0.00	1	$0.00
Unit - Training		10/1/2024		12	$0.00	40	$0.00
					TOTAL:		$263,250.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	10/1/2025	9/30/2026	12	$1,842.75	150	$276,412.50
> Accela Building - SaaS	Year 2	10/1/2025	9/30/2026	12	$0.00	150	$0.00
> Accela Planning - SaaS	Year 2	10/1/2025	9/30/2026	12	$0.00	150	$0.00
> Accela Fire - SaaS	Year 2	10/1/2025	9/30/2026	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 2	10/1/2025	9/30/2026	12	$35,933.63	1	$35,933.63
					TOTAL:		$312,346.13

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	10/1/2026	9/30/2027	12	$1,934.89	150	$290,233.12
> Accela Building - SaaS	Year 3	10/1/2026	9/30/2027	12	$0.00	150	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Planning - SaaS	Year 3	10/1/2026	9/30/2027	12	$0.00	150	$0.00
> Accela Fire - SaaS	Year 3	10/1/2026	9/30/2027	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 3	10/1/2026	9/30/2027	12	$37,730.31	1	$37,730.31
						TOTAL:	$327,963.43

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	10/1/2027	9/30/2028	12	$2,031.63	150	$304,744.78
> Accela Building - SaaS	Year 4	10/1/2027	9/30/2028	12	$0.00	150	$0.00
> Accela Planning - SaaS	Year 4	10/1/2027	9/30/2028	12	$0.00	150	$0.00
> Accela Fire - SaaS	Year 4	10/1/2027	9/30/2028	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 4	10/1/2027	9/30/2028	12	$39,616.82	1	$39,616.82
						TOTAL:	$344,361.60

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	10/1/2028	9/30/2029	12	$2,133.21	150	$319,982.02
> Accela Building - SaaS	Year 5	10/1/2028	9/30/2029	12	$0.00	150	$0.00
> Accela Planning - SaaS	Year 5	10/1/2028	9/30/2029	12	$0.00	150	$0.00
> Accela Fire - SaaS	Year 5	10/1/2028	9/30/2029	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 5	10/1/2028	9/30/2029	12	$41,597.66	1	$41,597.66
						TOTAL:	$361,579.68

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 6	10/1/2029	9/30/2030	12	$2,239.87	150	$335,981.12
> Accela Building - SaaS	Year 6	10/1/2029	9/30/2030	12	$0.00	150	$0.00
> Accela Planning - SaaS	Year 6	10/1/2029	9/30/2030	12	$0.00	150	$0.00
> Accela Fire - SaaS	Year 6	10/1/2029	9/30/2030	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 6	10/1/2029	9/30/2030	12	$43,677.55	1	$43,677.55
						TOTAL:	$379,658.67

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 7	10/1/2030	9/30/2031	12	$2,351.87	150	$352,780.18
> Accela Building - SaaS	Year 7	10/1/2030	9/30/2031	12	$0.00	150	$0.00
> Accela Planning - SaaS	Year 7	10/1/2030	9/30/2031	12	$0.00	150	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Fire - SaaS	Year 7	10/1/2030	9/30/2031	12	$0.00	150	$0.00
Enhanced Reporting Database (ERD)	Year 7	10/1/2030	9/30/2031	12	$45,861.42	1	$45,861.42
						TOTAL:	$398,641.60

Pricing Summary

Period	Net Total
Year 1	$ 263,249.99
Year 2	$ 312,346.13
Year 3	$ 327,963.44
Year 4	$ 344,361.60
Year 5	$ 361,579.68
Year 6	$ 379,658.67
Year 7	$ 398,641.60
Total	**$ 2,387,801.11**

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, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start 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.

6. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. The prepayment amount for years 1 and 2 of the order is $575,596.12. Years 3 through 7 will be billed annually thereafter

8. Customer may have two (2) no-cost Accelarate passes for years 1–3 and one (1) no-cost Accelarate pass for years 4-7. Accelarate passes have no cash or credit value, are non-transferable, and there is no guarantee that an Accelarate conference will be held each or every year of this Order Form.

9. Training credits may be used to register Customer's select users for any regularly scheduled live or virtual training event found on the Accela University Calendar located at (https://accela.arlo.co/w/US/upcoming/). Additionally, Accela University will offer unlimited access to the entire library of self-paced elearnings for SaaS Civic Platform and Accela Mobile end-users. Customer shall be responsible for all other costs and expenses incurring in connection with the Training.

10. Enhanced Reporting Database pricing is based on a percentage of Customers SaaS Annual Contract Value if applicable. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

11. A credit for current term maintenance will be calculated using the daily rate of $511.96 from date of delivery of the environment through the renewal date 6/30/2025, and will be applied to the invoice for Year 1. For example if delivery occurs on 10/1/2024 (and outstanding renewal invoice has been paid) credit will be $139,765.33, but credit will decrease for each day after 10/1/2024.

Signatures	
Accela, Inc.	**Customer**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: