CLARK COUNTY, NEVADA

BUSINESS LICENSE IMPLEMENTATION CBE NO. 606219-22

	ACCELA, INC.
	NAME OF FIRM
	Jeremy Smith, Sr. Regional Director
DESI	GNATED CONTACT, NAME AND TITLE (Please type or print)
2633 Cam	nino Ramon, Ste. 500 San Ramon, CA 94583
IN	ADDRESS OF FIRM CLUDING CITY, STATE AND ZIP CODE
	(303) 817-8197
(AF	REA CODE) AND TELEPHONE NUMBER
	N/A
	(AREA CODE) AND FAX NUMBER
	jesmith@accela.com
	E-MAIL ADDRESS

BUSINESS LICENSE IMPLEMENTATION CONTRACT

This Contract is made and entered into this _____day of _____2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and ACCELA, INC. (hereinafter referred to as PROVIDER), for Business License Implementation (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$7,049,992, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from <u>date of award</u> through <u>October 31, 2023</u> with the option to renew for 3, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. For the avoidance of doubt, this Contract shall terminate on the completion of final milestone in the SOW, as defined in Section II and shall not apply to any subsequent SOWs.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Statement of Work (Exhibit A) for the fixed fee amount of \$7,049,992. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Deliverable Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Statement of Work (Exhibit A) Payment Terms.

C. Terms of Payments

- Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Statement of Work, Payment Terms.
- 2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
- 3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Statement of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: http://www.gsa.gov/portal/category/21287.
 - c. Expenses not defined in Exhibit A, Statement of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

- d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- 4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
- 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- 6. COUNTY shall subtract from any payment made to PROVIDER any amounts owed under the Agreement by PROVIDER to COUNTY.
- 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Statement of Work.
- 8. Invoices shall be submitted to: itadmin@clarkcountynv.gov.
- 9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

- The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections D2 and D3 below.
- 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
- 3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: STATEMENT OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Statement of Work as set forth in Exhibit A of this Contract, attached hereto.

Notwithstanding anything to the contrary, for ninety (90) days from the applicable delivery, PROVIDER warrants that services shall be performed in a professional and workmanlike manner. As COUNTY'S sole and exclusive remedy and PROVIDER'S entire liability for any breach of the foregoing warranty, PROVIDERwill use commercially reasonable efforts to (a) re-perform the 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 services.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER 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.

COUNTY may choose to obtain a product or service from a third party <u>and</u> PROVIDER assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any third party product or service.

SECTION IV: CHANGES TO STATEMENT OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities if provided to PROVIDER.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which knowingly violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products or, if the first two options are not commercially practicable, terminate the remainder of the Term and refund any, pre-paid, unused fees received by PROVIDER.
 - Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.

- 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER solely and exclusively for COUNTY that cannot be used with any other PROVIDER customer relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first ("COUNTY IP"). PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY or under COUNTY'S specification. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract. PROVIDER retains all intellectual property rights, including all rights, title and license to the service and 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 COUNTY as part of the services, then COUNTRY shall receive a limited, non-exclusive, non-transferable right and license during the Term, topermit employees of COUNTY to access and use the internal and administrative interfaces of the services in accordance with written direction provided by PROVIDER to support COUNTY'S internal business purposes during the Term of this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.
- J. Services Warranty/Performance Guarantee. Both parties acknowledge that the Statement of Work, attached hereto as Exhibit A,(cannot be fully validated until the final phases of the project. In a good faith effort on behalf of PROVIDER to address the commercial and public risk that the solution poses, PROVIDER offers the following Services Warranty/Performance Guarantee for the SOW: Until the final milestone is accepted, and in the event that the Software is unable to be deployed in accordance with the specifications set forth in the SOW, PROVIDER agrees to refund all Services Fees paid under the SOW by COUNTY to PROVIDER, estimated at \$7,049,992.00, plus any approved amendments to the original scope that do not extend the original estimated go live date by more than six months, up to a total value not to exceed \$7,754,991.20, provided that (a) the failure of such deployment is solely due to the failure of PROVIDER to provide the Services in accordance with the SOW or the Software failing to perform as specified in the SOW, (b) the failures are not a result of a termination for COUNTY's breach, convenience or non-appropriations, (c) such failure otherwise are not due to delay or hinderance outside of the control of PROVIDER and (d) COUNTY shall not be entitled to use any of the work product or deliverables contained in the SOW unless separate, mutually agreed terms are concluded between the parties. THIS PARAGRAPH REPRESENTS THE SOLE AND EXCLUSIVE REMEDY FOR A FAILURE TO SUCCESSFULLY COMPLETE THE PROJECT.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by the acts or omissions of PROVIDER's sub-contractors as though such acts or omissions were those of PROVIDER.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Suzanne Noble, Information Technology, telephone number (702) 455-0095 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.
- F. COUNTY shall not, and shall not permit others to: (i) use or access the services in any manner except as expressly permitted by this Contract, including but notlimited to, in a manner that circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the services available for access by third parties except as otherwise expressly provided herein; (iii) use the 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 services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disruptthe security, integrity, operation, or performance of the services; (vi) access, use, or provide access or use to the services or documentation for the purposes of competitive analysis or the development, provision, or use of a competing product or service or any other purpose that is to PROVIDER'S detriment or commercial disadvantage; (vii) provide access to the services to competitors of PROVIDER; (viii) access or use components of the service not licensed by COUNTY; (ix) use or allow the use of the services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territoryor by a prohibited end user under export control 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 services; or (xi) access or use the 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 theuse or failure of the services could lead to personal injury or severe physical or property damage.
- G. COUNTY will: (i) be responsible for meeting PROVIDER'S applicable minimum system requirements for use of the services set forth in the PROVIDER documentation; (ii) be responsible for compliance with this Contract and for any other activity (whether or not authorized by COUNTY) occurring under COUNTRY account; (iii) be solely responsible for the accuracy, quality, integrity and legality of data provided by COUNTY or its agents and users; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the services and data under its account, and notify PROVIDER promptly of any such unauthorized access or use, and; (v) use the services only in accordance with the applicable documentation, laws and government regulations.

- H. COUNTY shall be responsible for its data as entered in to, applied or used in the services. COUNTY acknowledges that PROVIDER generally does not have access to and cannot retrieve lost COUNTY data. COUNTY grants to PROVIDER the non-exclusive right to process COUNTY data (including personal data) for the sole purpose of and only to the extent necessary for PROVIDER: (i) to provide the services; (ii) to verify COUNTY'S compliance with the restrictions set forth in Section VIIF if PROVIDER has a reasonable belief of COUNTY'S non-compliance; and (iii) as otherwise set forth in this Contract. PROVIDER may utilize the information concerning COUNTY'S use of the services (excluding any use of COUNTY'S Confidential Information) to improve services, to provide COUNTY with reports on its use of the services, and to compile aggregate statistics and usage patterns by customers using the services.
- I. COUNTY agrees that PROVIDER may collect, use and disclose aggregate data derived from the use of the 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 COUNTY, its users or any third parties utilizing theservices.

SECTION VIII: TIME SCHEDULE

- A. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least thirty (30) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. <u>Termination</u>

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than thirty (30) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.

2. <u>Termination for Default</u>

- a. If termination for substantial failure or default is caused by PROVIDER, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work

- b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
- 3. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise.
- 4. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.
- C. Notwithstanding anything to the contrary, insurance does not limit or expand upon the Limit of Liability in this Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY:	Clark County Nevada
	Information Technology
	500 Grand Central Park Way, 4th Floor
	Las Vegas, Nevada 89155
	itadmin@clarkcountynv.gov
TO PROVIDER:	Accela, Inc.
	2633 Camino Ramon, Ste 500
	San Ramon, CA 94583

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. <u>Immigration Reform and Control Act</u>

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Governing Law

Nevada law shall govern the interpretation of this Contract.

- F. Defense Collaboration, Indemnification, Liability Apportionment and Liability Caps
 - (i) <u>Duty to Defend and Indemnify.</u> PROVIDER agrees to defend, indemnify and hold harmless the COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, and cost of notification for privacy violations to the extent such liabilities, damages, losses, claims, actions or proceedings are caused by the gross negligence, reckless or intentional misconduct or a violation of the privacy laws caused by the PROVIDER, and/or the PROVIDER's employees and/or agents, in the performance of this Contract provided COUNTY provides: (a) PROVIDER notice of such claim as soon practical and in no event later than would reasonably permit PROVIDER to respond to such claim, (b) reasonable cooperation to PROVIDER, in the defense and/or settlementof such claim and (c) PROVIDER the sole and exclusive control of the defense, litigation and settlement of such claim.
 - Responsibility and Liability Apportionment. PROVIDER agrees to be responsible for its assessed share of any liabilities, damages, losses, claims, actions or proceedings, and proportionate share of reasonable attorneys' fees and costs, caused in whole or in part by the negligence, or errors or omissions, of the PROVIDER, or of the PROVIDER's employees and/or agents, in the performance of this Contract. PROVIDER'S liability for errors or omissions related to the deployment of the Software or performance Issues therewith shall be controlled exclusively by the Services Warranty/Performance Guarantee set forth in Section V (J) above. Additionally, PROVIDER agrees and understands that in the event the County is sued or demand is made by a Third-Party and the action is predicated in whole or in part upon the actions of Provider in the performance of this Contract, the COUNTY may file a third party action against PROVIDER. Accordingly, PROVIDER would be responsible for its own defense and ultimate contribution based upon its proportionate share of liability.
 - (iii) PROVIDER will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the COUNTY from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the COUNTY.

Defense Collaboration for Non-Indemnifiable Third-Party Claims. In the event of a claim against the COUNTY arising out of the performance of this Contract that does not invoke PROVIDER'S duty to defend and indemnify as set forth in paragraph F(i) above, PROVIDER agrees, at the request of COUNTY, to provide all reasonable assistance to COUNTY in the defense of such claim. Such assistance may include, but is not limited to, collaboration on the production of information reasonably required for the defense of such claim, preparation and review of responses to such claim, and making resources available for the defense of such claims. In the event the parties believe such arrangements would be required, the parties may enter into confidentiality or joint defense agreements, as required, to facilitate such cooperation.

(v) Liability Caps.

- (a) PROVIDER'S LIABILITY FOR PRIVACY VIOLATIONS SHALL BE LIMITED TO FIVE MILLION DOLLARS (\$5,000,000.00) IN THE AGGREGATE.
- (b) PROVIDER'S LIABILITY FOR DEATH OR PERSONAL INJURY, SHALL NOT BE SUBJECT TO A LIABILITY CAP
- (c) EXCEPT AS PROVIDED IN F v (a) and (b) ABOVE, PROVIDER'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 NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE HEREUNDER BY COUNTY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IF NO PAYMENTS HAVE BEEN MADE OR WERE PAYABLE IN THE PRECEDING TWELVE (12) MONTHS, THEN LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT PAID DURING THE LASTEST TWELVE MONTHS PERIOD DURING WHICH PAYMENT WAS MADE
- (d) 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 GOODWILL, SERVICE INTERRUPTION, 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), COST OF SUBSTITUE GOODS, 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. THIS SECTION STATES THE ENTIRE OBLIGATION OF PROVIDER AND ITS LICENSORS WITH RESPECT TO THIS AGREEMENT.

G. Gratuities

- 1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
- 2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
- 3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to financial review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all financial information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY and PROVIDER are bound only by agents acting within the actual scope of their authority. COUNTY and PROVIDER are not bound by actions of one who has apparent authority to act. The acts of COUNTY and PROVIDER agents which exceed their contracting authority do not bind the party.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

- T. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of COUNTY'S purchase order documentation or otherwise will be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void.
- U. Notwithstanding anything to the contrary, this Contract and the Subscription Services Agreement signed by and between the parties on September 21, 2021 are completely separate contracts and do not affect each other.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:	
CLARK COUNTY, NEVADA	
By: JESSICA COLVIN Chief Financial Officer	DATE
PROVIDER: ACCELA, INC.	
By:laron Haggarty	10/5/2022
AARON HAGGARTY Chief Legal Officer	DATE

Oct 12, 2022

DATE

APPROVED AS TO FORM: STEVEN B. WOLFSON District Attorney

By: Shahd & White

ELIZABETH A. VIBERT

Deputy District Attorney

Exhibit A Statement of Work Business License Implementation

Clark County, NV.

9/1/2022

Version 3.0

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

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
5/9/22	JWinkel	1.0	SOW Created
5/12/22	JWinkel	1.1	Added Short term rentals, integration to state portal, random audit and extended UAT to 16 weeks. Added a reference to CityGovApp terms.
5/18/22	JWinkel	1.2	Processed County redlines. Added integrations, a batch script and additional record types. Also updated the duration and pricing.
5/20/22	JWinkel	1.3	Processed County Legal redlines. Removed CityGovApp references. Added additional record types.
5/23/22	JWinkel	1.4	Added NFS Processing, Display of percentage ownership
6/1/22	JWinkel	1.5	Added Auditing, Collections and some agreed upon legal language. Includes processing of redlines received on 5/31/22.
6/7/22	JWinkel	1.6	Processed County Procurement Redlines
6/10/22	JWinkel	1.7	Added back Change Order rate
7/5/22	JWinkel	1.8	Combined the Checkpoint Meeting payment into the payments for the tailoring sessions.
8/3/22	JWinkel	1.9	Incorporate clarifying language on record types.
8/9/22	JWinkel	2.0	Accepted changes. Added Renewal expiration.
9/1/22	BWeber	3.0	Final Agreement

INTRODUCTION

This Statement of Work ("SOW") sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela ("Provider" or "Accela"), Inc. to Clark County, NV. ("County", "Agency" or "Customer").

In regard to Provider, the Consulting Services under this SOW are governing by the Business License Implementation Contract signed by and between the parties on ______ ("Contract").

Notwithstanding anything to the contrary, any software and/or services associated with City Gov App are not included in this SOW and County shall contract directly through City Gov App for such software and/or services. Once County is license to City Gov App, Provider will endeavor to work with City Gov App.

EXECUTIVE SUMMARY

Provider has worked closely with the County to understand the critical nature of the Business License Division. An extensive exercise has been conducted to consolidate the records used in issuing licenses. Based on that work, Provider has developed this Statement of Work to replace the County's current system with the Provider Business Licensing SaaS solution.

This document captures the configurations the County will receive and provides visibility into how Provider will perform the implementation of the solution.

SOLUTION OVERVIEW

The County's Business Licensing solution includes the following SaaS products:

- Accela Civic Platform
- Accela Business Licensing Civic Application
- Accela Citizen Access (ACA) Public Portal
- Accela Mobile
- Accela GIS
- Accela Construct API

Provider will build the following Record Types (Processes):

- 14 Custom Models Records
- 347 Records based on Models
- 126 Custom Records

A detailed list of all record types can be found in Appendix A: Solution Inventory. In addition to record types, specific functionality in the form of scripting and reports have been added for Auditing and Collections.

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

- Payment Processor
- Financial Batch (SAP)
- Nevada State Business License Portal
- Melissa Data Verification
- Multi-Jurisdiction Contractors (Henderson)
- ECM (OpenText Document Management System)
- SeeClickFix

Provider will oversee the data conversion from the County's current databases.

PROJECT METHODOLOGY

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

Provider and County will prepare a joint project plan and Provider will provide a project manager and key resources to complete implementation tasks alongside the County team.

The methodology is based on existing or pre-configured solutions – the existing configuration will be used as the starting point for the tailoring process. It is important for the County to adopt Provider's best practices, have their staff become familiar with how the system will work for their business processes, and to understand that over time the solution can evolve as the County implements standard practices or business changes.

Record types are the basis for tailoring sessions. These are listed in the record types list found in Appendix A-Solution Inventory.pdf.

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

Stage Title	Stage Overview	Activities and Artifacts
Stage 1: Define	The Define stage sets the framework for how the project will be managed throughout the project life cycle.	 Project Schedule Project Management Plan Project Kickoff Solution Provisioning
Stage 2: Refine	The Refine stage begins the knowledge transfer of the Accela Civic Platform solution and promotes adoption of the new system. This stage completes the County-specific tailoring of the configuration.	 Core Team Training Model Building Tailoring Sessions Review and Verification testing Conference Room Checkpoints (CRC) Integration Designs Data Conversion Kickoff

Stage Title	Stage Overview	Activities and Artifacts
Stage 3: Develop	The Develop stage builds upon the tailored solution from the Refine Stage adding automation, custom reports and integrations, and running the data conversion efforts. The result of this stage is a fully built solution ready for deployment.	 Business Automation Configuration Custom Report development Integration development Data Conversion mock runs Review and Verification testing Conference Room Checkpoints (CRC)
Stage 4: Deploy	After all development work has been completed, the system is ready for User Acceptance Testing (UAT) and End User Training. The final data conversion and cutover activities support Go-Live.	 Training Plan Test Plan and Test Cases User Acceptance Testing End User Training Final extract for production Final conversion load into Production Go Live Support and Transition to Accela Customer Support

GOVERNING PRINCIPLES

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

- Clear Business Objectives The County has clearly documented their business objectives before the commencement of onboarding and shared those objectives with Provider.
- County-specific Tailoring Inputs Identified and Documented The County has documented and has a clear understanding of their processes to enable the Provider team to perform solution tailoring. For example, the County must have a clear understanding on how fees are calculated to support the solution. If there is an expectation that the County's business processes expand the scope of the solution, Provider will raise this risk to the County prior to proceeding.
- Dedicated County Participation County acknowledges and agrees, throughout the duration of the Services, to have (i) its staff and/or agents County personnel actively involved in the Project, and (ii) its software, hardware and other technology performing (or available for performance), each as specified in the agreed upon Project Plan (such County personnel and technology, collectively the County resources). County will communicate insufficient participation of County resources through Project Status Reports and will indicate actual and potential impacts to the Project Timeline. County will work with the County's Executive Sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical development phase. Please see Appendix E for a full description of County resources.
- Executive Sponsorship, Governance, and Change Control The initiative is supported by executive sponsors within the County who will drive the County staff participants towards overarching goals and standardization/adoption of the Civic Application Solution. The executives will remove

roadblocks, quickly make decisions, support risk mitigation, and resolve escalated issues. Effective governance during the onboarding period and a tight change control processes for the subscribed solution requires alignment across County stakeholders. Throughout the project, the teams will encounter issues and decisions that require engagement of the joint County/Provider governance team. Invariably, changes to the identified solution will arise and the governance process must resolve these issues with urgency in order to avoid impacts to the schedule and scope. Any changes, revisions, modifications that would impact the statement of work or revise the dollar amount of the contract would be reflected via Amendment/Change Order.

- Provider Standard Implementation Methodology County acknowledges that it is willing to adhere to and will adopt Provider's implementation methodology. Please see <u>Appendix D</u> for a full description of the Provider implementation methodology.
- Knowledge Transfer Provider personnel must participate in all the implementation stages and
 activities for Provider to transfer knowledge to the County. Once Post-Production transition tasks
 are completed by Provider, County personnel will assume all day-to-day business operation of the
 solution, outside of the subscribed support and hosting services.

ADMINISTRATION

PROJECT TIMELINE

The project is estimated to take <u>32 months</u>. The projected start date for the Project is forty-five (45) calendar days after receipt of a purchase order and mutually executed agreement. A detailed schedule will be developed during the Define stage in collaboration with Provider and County Project Manager. If County determines they cannot meet the timeframes estimated in this SOW, this will be escalated at the start of the project as discussion for change order.

The table below shows an estimated high-level timeline.

Month 1	Define: Stage 1
Months 2 – 22	Refine: Stage 2
Months 6 – 26	Develop: Stage 3
Months 27 - 32	Deploy: Stage 4

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

PROJECTS PUT ON HOLD AND AGENCY DELAYS

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

When a Project is put on hold, at minimum, Provider will need to draft a Change Order to keep some of the Provider project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed, and Provider will need a forty-five (45) calendar day notice to re-staff the project. Provider cannot guarantee a Project Start Date until Provider resources are confirmed.

PAYMENT TERMS

As noted in Section II of the Contract. For those deliverables denoted with an asterisk in the table below, please refer to these Deliverable-based Assumptions:

- Deliverables will be documented in Provider-based templates using the Provider methodology.
 There is no stated or implied promise that deliverables will be of a specified page length or comply to County formatting requirements. Sample templates are available to County upon request.
- <u>Initial Review:</u> For deliverables turned over to the County, County will have 8 County business days to conduct review (or testing) of the deliverable. Upon delivery of feedback, Provider will complete the agreed upon updates. If no comments are provided at the end of the 8-day period, the deliverable will be submitted for final review and acceptance.
- <u>Final Review and Acceptance</u>: Upon completing any updates following the initial review period, Provider will deliver the final deliverable to the County for acceptance. Provider will provide the County with the Provider Deliverable Acceptance Form to formalize acceptance and completion of that piece of scope. The criteria outlined in the Services for the corresponding deliverable will be deemed accepted based on the acceptance criteria herein. The Deliverable Acceptance Form is subsequently signed by the appropriate County contact, as defined in the Project Management Plan, and delivered to Provider. The County has 8 County business days to perform a final review (or test) on the deliverable and to sign off on the Deliverable Acceptance form. If no comments are provided at the end of the 8-day period, the deliverable is deemed approved.
- County agrees to assign a single designated approver for each project deliverable. The designated
 approver will be responsible for overseeing and/or directly participating in the design and
 development, as well as the approval, of the deliverable. County may make changes to designated
 approvers with written notification to Provider a minimum of one month before a deliverable is
 due.

For those without asterisk, sign-off must be completed within 8 County business days of delivering the acceptance form.

The following lists each deliverable associated with a payment, and its criteria for acceptance. The details for each deliverable, including Provider and County responsibilities, can be found in Appendix D (Provider Methodology).

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
Stage 1: Define	Project Startup	 Delivery of the baseline project schedule reflecting County and Provider inputs* Delivery of the Project Management Plan reflecting County and Provider inputs* Delivery of Project Kickoff presentation and completion of meeting 	\$90,000
	Solution Provisioning	Delivery of the Provider Civic Platform software and confirmation of County's ability to log in	\$80,000

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
Refine Training	Core Team Training	Delivery of Core Team Training	\$25,000
	Model Creation	 Complete Tailoring of 14 Model Records Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$162,000
	Tailoring Sessions	 Complete Tailoring Sessions 50 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 100 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 150 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 200 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 250 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 300 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
	Tailoring Sessions	 Complete Tailoring Sessions 350 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 400 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$382,000
	Tailoring Sessions	 Complete Tailoring Sessions 473 Record Types Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration Complete County led Conference Room Checkpoint 	\$422,000
	Automation Inventory*	Delivery of Automation Inventory list, identifying which automation user stories will be developed per Appendix C scope	\$330,000
	Report Inventory	Delivery of Report Inventory list and identification of which reports Provider will develop per Appendix C scope	\$180,000
	Standard Report Branding	Delivery of Standard Reports updated with County logo and contact information	\$90,000
	Report Specifications*	Delivery of final Report specifications for each report Provider will develop	\$290,000
	Integration Specification*	Delivery of final Integration specification for each integration per Appendix C scope	\$90,000
Stage 3: Develop	Integration Development*	Delivery of completed Integration, based on approved specification	\$90,000
	Data Conversion Mapping	 Finalize legacy to target conversion mapping (County) 	\$70,000
	Data Conversion Mock Run 1	 Source data cleansing, extract, and transform to staging for mock run (County) Load from staging into target for mock run (County) 	\$100,000
	Data Conversion Mock Run 2	 Source data cleansing, extract, and transform to staging for mock run (County) Load from staging into target for mock run (Provider) 	\$100,000

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
	Develop Stage Conference Room Checkpoints	 Conduct County led Conference Room Checkpoint demonstrating the final configured solution, business automation, and reports. 	\$370,000
Stage 4: Deploy	Testing Plan*	Delivery of the Testing Plan reflecting County and Provider inputs	\$30,000
	Training Plan*	Delivery of the Training Plan reflecting County and Provider inputs	\$25,000
	UAT - Initial Test Support	Support for Initial Test period	\$220,000
	UAT – Remediation and Remediation Testing Support	 Support for Remediation and Remediation Testing period Resolution of critical and high punch list defects related to configuration or Provider custom development (sign-off is not dependent on resolution of product defects) 	\$210,000
	Train the Trainer	Delivery of Train the Trainer	\$40,000
	Final Data Conversion	Load data from Staging into Production	\$270,000
	Production Go Live	Production system is available for daily use by the County	\$320,000
	Transition to Customer Support	 Execution of post-go live support, per Appendix B scope Official transfer from the Provider Professional Services project team to Provider County Support (sign-off is not dependent on resolution of defects that are transitioned to County Support) 	\$389,992
TOTAL DE	LIVERABLES COST	''	\$7,049,992.00

EXPENSES

Provider will provide up to a total of <u>sixty (60) Weeks</u> of onsite Services. A County "Week" is defined as one (1) person, for four (4) days or 32 hours, Monday through Thursday, allowing for travel time on Monday morning and Friday afternoon. Provider may assign more than one person per Week. For purposes of clarification only, if Provider assigns one person for one Week, this assignment will count as one (1) onsite Services Week, if Provider assigns two (2) people simultaneously for a one (1) Week onsite assignment, this assignment will count as two (2) Weeks of onsite Services. The cost for each week of travel expenses is estimated at \$2,500 and comply with Section II of the Contract. The travel expense budget estimate is <u>\$150,000</u>. Should the County require more onsite trips than the included above, a Change Order/Amendment will be required prior to additional travel commencing to cover the cost of those additional trips.

CONTRACT SUM

The total amount payable under this SOW, as calculated for the above-mentioned fees and expenses, is **\$7,049,992** excluding travel expenses.

The estimated fees for this SOW are predicated on the timely completion of Project milestones. However, should completion of milestones slip due to actions or inactions of County, and should this slippage result in material effort to Provider in excess of the hours provided for in this document, Provider will produce a Change Order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both County and Provider. Change orders will need to be approved within twelve (12) County business days of delivery to avoid a halt of work on the Project.

CHANGE ORDERS/AMENDMENTS

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 Change Order, based on the standard rate for Accela resources of \$200 per hour. All revisions will reference Section IV: Changes to Statement of Work.

EXPIRATION

The scope of this SOW must be executed within ninety (90) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

Refer to Section V, Subsection J – Contract Services Warranty/Performance Guarantee

ASSUMPTIONS

GENERAL SCOPE ASSUMPTIONS

- Any integrations not specifically described in this document are not in scope.
- Development of test cases are not in scope of Provider Services.
- Development of custom training materials are not in scope of Provider Services.
- Scope of the Project is based on discovery sessions with County prior to the SOW development.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order/Amendment.

PROJECT RESOURCING ASSUMPTIONS

- The County's office is open Monday through Thursday. They work ten four-hour days Monday Thursday.
- Resources expected by the County and Provider are listed in Appendix E.
- Provider personnel will attend County executive steering committee meetings, either in-person or remotely.
- In the pricing, Provider has assumed the appropriate resourcing to ensure success for the scope outlined. Additional support requested by County over this level of resourcing would necessitate a Change Order/Amendment that could impact the cost of the project.
- Provider personnel will not be required to provide Services on-site if doing so would put Provider personnel at actual or potential risk, as determined at Provider's sole discretion.

- Provider is not responsible for impacts to project timeline created by dependency on County third
 party consultants. Timeline changes will result in a Change Order/Amendment for extension of
 Provider project resources caused by County third party consultant actions (including availability)
 resulting in additional time or scope.
- When the project team works onsite at a County facility, suitable workspace will be provided and equipped with appropriately functional and network access to and connectivity with all systems, networks, and data as necessary to perform the project. County will also provide necessary security badges, parking passes as required.

ACCELA TECHNICAL ASSUMPTIONS

- County will ensure that Provider resources have access to a Dev or Test version of the 3rd party system for integration development. All integrations will be developed against one (1) agreed upon version of the 3rd party system. Additionally, County will ensure Provider resources have access to a Production environment of the 3rd party system.
- County will select/purchase/acquire the appropriate third-party software prior to the Project Start Date. In the event third party software is not available and provisioned by Project Start Date, a change order may be needed to cover delays in project work.
- County is responsible for providing all third-party end user training and third-party training for Provider staff.
- County must provide a Contact for all third-party systems, to be available for collaboration.
- Provider must have sufficient licenses in place to allow a minimum of one (1) Provider installation.
- County is responsible for hosting any integrations.
 County is responsible for obtaining a code source repository prior to go-live, to maintain custom scripting code.

APPENDIX A: SOLUTION INVENTORY

This appendix lists the Solution Inventory. This inventory has been created based on consultation with the County. Provider worked with the County to identify similarities between record types. Many record types share a common workflow process. In these cases, one Custom record type will be created and considered the "Model" record that all others will be based on.

In the table below, each record type has been identified as one of the following:

- 1. Model-based these will be tailored from a prebuilt reusable model
- 2. Custom this will be an individual custom record

For table see: "Appendix A-Solution Inventory"

There may be cases in which the functions in listed record types are built into other record types as workflows rather than being build out separately.

APPENDIX B: CIVIC APPLICATION TAILORING FRAMEWORK

Provider will perform the tailoring identified below based on the record types listed in <u>Appendix A Solution</u> Inventory. Each record type has been identified as either "Model Based" or "Custom". Those that are Model Based will be tailored from a prebuilt reusable model and will follow the guidance in this Appendix.

The primary role of the Refine phase is configuring record types. Provider and the County have collectively identified <u>473</u> record types in scope. Provider and the County will categorize the record types into logical "Record Groupings" based on similar functions and the teams that perform them, aiming to have approximately 8 records in each grouping. This project assumes a total of <u>61</u> record groups. This will be the basis for project scheduling.

The following demonstrates a sample work plan of the Refine stage. The following points are key to the structure of the schedule.

- At the beginning of the Refine stage (groups 1 3), Provider and the County will build the custom
 models that will be used for the "Model Based" record types. Once the Models are completed,
 Provider will move into configuring the Model-based record types, as well as the individual Custom
 record types.
- The duration of the sessions and tailoring will vary between those groups with Custom record types versus those with Model-based record types.
- In order to reduce the duration of the engagement and shortening the time to go-live, Provider
 and the County will run two tracks in parallel for most of the Refine period. Provider anticipates
 being onsite during the initial model builds to be determined by the project managers.

Each grouping of record types will be configured with a configuration lead, a configuration consultant and staff from the County. The County should anticipate dedicating a minimum of two subject matter experts for these sessions. County staffing is detailed in Appendix E.

Record types are the basis for tailoring. Some workflows that may be considered separate processes actually have a database record (record type) as the foundation. This includes: Audit, Collections, Amendments and Complaints. These are listed in the record types list found in Appendix A-Solution Inventory.pdf. Investigations and Hearings are not separate record types but rather built into each record to which they apply.

RECORD GROUPINGS

Each record group will move through a tailoring process comprised of the following high-level activities:

- One (1) week of Tailoring Sessions (two weeks for custom)
- One (1) week to tailor the configuration based on information collected in the sessions (two weeks for custom)
- One (1) week County validation of the configured solution
- One (1) week to finalize configuration
- Once finalized, conduct County led Conference Room Checkpoint (CRC) the following week. (Due
 to the large number of groupings it may not be necessary to perform CRC for every grouping. The
 County with the Provider project manager will determine the final pace of Conference Room
 Checkpoints.)

The project timeline assumes that the tailoring activities across groupings will be performed in parallel. For example, once the Tailoring Sessions are completed for Group 1, sessions can begin the following week for Group 2 while configuration activities proceed for the Group 1.

Throughout the 4-week time-boxed duration (6 weeks for custom), Provider will work closely with the County to iterate on the configuration. It is expected that all tailoring for the record grouping can be completed in the 4-week duration (6 for custom). With parallel work assumed, the total duration of the Refine Stage (Tailoring Framework) is estimated to be **21 months**.

There are some items that don't tie directly to record types. These include Printing Batch Scripts, Display Percentage of Ownership, and the scripting portions of Auditing and Collections. These are discussed in the Record Types tailoring workshops but have their own meetings and completion schedule.

TAILORING COMPONENTS

Record-level

For each record in the Solution Inventory identified as "Model-based", Provider will perform tailoring for these components:

- Fee Configuration Provider will configure fee items for each record in the Solution Inventory. A fee item represents a fee with a distinct general ledger account and item description on the invoice. Provider will configure each unique fee item based on the native fee formulas in the Civic Platform, which include flat fees, fees based on a specific range, and fees using fee indicators. Examples include fee calculations based on the number of employees or based on the square footage for a building. The County must provide their current fee schedules and account codes prior to Tailoring Sessions. Advanced fee item setup, such as automating a fee calculation or automating the assessment of a fee (using scripting), is not included in the Subscription Service.
- Data Fields Data fields, represented as Custom Fields or fields in a Custom List in the Civic Platform, are used to track required data elements driven from County business processes or needed for reports, such as number of sinks or accessible ramp degree incline. The County can request or modify on average up to five (5) County defined data fields per record type, above what is already provided in the predefined Model record. Provider will configure each new or modified County defined data field using one of the data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox. For each new or modified field, Provider will configure the field-level help text which will be displayed in Citizen Access.
 - Historical data fields that are required for purpose of historical data conversion will be identified and configured separately as part of the Data Conversion effort.
- **Document Types** Applicant, Licensed Professionals, Authorized Agent, and County Staff can upload documents associated to a permit application.
- Workflow the same workflow from the Model record will be utilized for its records that are Model-based

System-level

- Condition Management A condition is a requirement applied to a record (or component of a record) that the applicant must fulfill to qualify for approval. Provider will configure up to ten (10) new or modify conditions for the project, above what is already provided in the Provider Civic Application. Automating the assessment or satisfaction of a condition (using scripting), is not included in the implementation.
- Inspection Configuration To support inspection processing, Provider will configure:

- Inspection types associated to the records in the Solution Inventory
- Up to 10 discrete checklists for use in the system
- Associating the appropriate Provider users as inspectors in the system
- Up to 30 inspection districts for use in the system
- O Up to 10 inspection disciplines for use in the system
- O Up to 2 calendars to support the inspection process
- Note: the Civic Platform inspection configuration is also used by the Citizen Access (public portal) for citizens to schedule inspections. Advanced inspection setup such as conditional inspection schedule is not included in the Subscription Service.
- User Groups Provider's Civic Applications are deployed with a pre-defined set of role-based user groups, such as Admin, County Admin, Daily, Inspector, Public User, and Read Only. Provider will provide new user groups across the project. Provider will also work with the County to indicate which permissions need to be updated, as needed, for each user group. Provider expects permission updates to each user group. For example, if the County wants the inspector role to collect fees and payments, this will be a permission update to allow additional access to the current role defined.
- Amendment Record The following will be included in this implementation:
 - 1. License Amendment

The amendment type will allow standard changes such as address and contact updates. Other updates, such as changes to custom fields, would require a custom amendment record type and is not included in the implementation.

- **Notifications** Provider uses standard automation to notify applicants of common processes performed in the system. The Civic Applications are pre-built with standard notifications such as the following. Up to five (5) Custom notifications, outside of those pre-built in the Civic Applications, will be included in the configuration.
 - Additional Information Required on an application
 - Permit/License Issued
 - Inspection Scheduled
 - Inspection Result

CONFIGURING CASHIERING AND POINT OF SALE

Provider will configure Cashiering with the following functionality:

- Setup initial fee schedules
- Provide the ability to enter ad hoc amount at transaction time
- Add POS line-item notes during processing
- Associate three (3) General Ledger accounts to the POS item
- Augment the existing flat file integration for finance to include the new POS items (if necessary)
- Not Sufficient Funds (NSF) processing (upload file, finds related transactions that were not sufficient.)
- Editing and voiding fees
- Assessment of late payment penalties
- Processing credits

The County is responsible for establishing relationship with payment processor vendor and provide Provider with merchant ID, access credentials and information required for the interface.

CITIZEN ACCESS CONFIGURATION

Provider Citizen Access (ACA) is the County's public portal for citizens to submit applications and manage their information online. Included in your subscribed solution is:

- As this implementation is being performed on an existing Provider instance, Provider will be leveraging the existing ACA portal.
- Included is the ability for citizens to register and create an ACA account; this includes a registration complete notification and updating the online disclaimer text.
- Any requests to change global ACA configurations will require approval of all impacted departments.

For each Civic Application record in the Solution Inventory, a pre-defined series of pages to submit the application online (i.e., the record's pageflow) is included. Each page in a pageflow can have its own instructional text. Provider will update up to ten (10) instances of page-level instructional text and will train the County to update and maintain any further instructional text.

The following use cases are included in the subscribed solution:

- Submitting an online application for the records in the Solution Inventory that are deemed available online
- Ability for applicants to check on the status of a submitted application i.e., see where the application is within the workflow routed to a specific group
- Request an inspection
- Upload additional documents based on request from County
- Check the status of an issued license
- Renew a license with only a license number
- Request the following changes to license: change of location, mailing address, terminate license, place license on hold and request for refund.

System will also provide shopping cart functionality, i.e., access the shopping cart throughout the order session, including:

- Changing items in the cart
- Removing items in the cart
- Adding items to the cart
 - Item descriptions
 - Item prices
 - Convenience fees
 - Total cost
- Any unfinished renewals, those with a temporary ID, will be deleted each night at 12:00am

STANDARD REPORT BRANDING

Reports are defined as anything that can be output from the system, including but not limited to, reports, permits, forms, documents, notices, and letters. The Civic Application includes a set of pre-built standard reports and documents. Provider will apply standard County branding (i.e., logo and letterhead) to the Civic Application pre-built reports and outputs related to the records in the Solution Inventory.

ACCELA DOCUMENT SERVICES

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

INVESTIGATIONS AND HEARINGS

Investigations and hearings will be handled within the workflow process of each record type.

ACCELA MOBILE CONFIGURATION

Provider will configure Provider Mobile, which includes setting up permissions for the modules that access the Mobile App and configuring inspection filters.

ACCELA GIS CONFIGURATION

Provider will install and configure Provider GIS (JavaScript) to link and leverage existing County GIS information, including assistance with integrating map services with Provider GIS. The following are the main objectives of Provider GIS implementation:

- Look up permit information and parcel information from the Civic Platform.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).

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

The following will be executed for this task:

- Configuration of map services within Provider GIS
- Configuration of xAPO
- Setup of 2 Proximity Alerts (EMSE script)
- Setup of 5 Attribute Mappings to Record Custom Fields

USER ACCEPTANCE TESTING (UAT)

The County and Provider have agreed to the following User Acceptance Testing durations:

4 weeks 4 weeks
16 weeks

Additional details may be found under the User Acceptance Testing section of Appendix D: Accela Methodology. UAT may be divided into two rounds.

POST GO-LIVE SUPPORT

Provider will provide <u>four (4) weeks</u> of post-production support to the County before transitioning support to Provider Technical Services. Additional details may be found under the Post Go Live Support and Transition to County Support section of Appendix D: Accela Methodology.

TRAINING COURSES

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

Topic	Audience	Duration	Description	Objectives
Civic Platform	Those involved	4, 4-hour	This course is an overview of the	Provider terminology
-1-	in analysis and	sessions	Provider Civic Platform, to help you	System navigation and
Core Team	configuration		become familiar with the basic	core functionality
	sessions and		terminology, system navigation, and	Provider best practice
	who are		core functionality of the platform.	recommendations
	working with		While learning Provider best	System configuration
	the Provider		practices, you will also explore	options and possibilities
	team.		design concepts, advanced	 User experience design
	(15 participants		configuration options, and	concepts
	maximum)		automation possibilities. This course	Automation capabilities
			is recommended for project teams	
			preparing to go through analysis	
			sessions.	
Civic Platform	Project team	6, 4-hour	This course is designed to prepare	System maintenance
-2-	members who	sessions	you to take over managing your	Enhance user experience
System	will be		instance of Civic Platform following	through proficient use of
Administrator	responsible for		implementation. Dive deep into user	design tools
	assisting in		experience design concepts and	Create record types
Provided by	configuring the		configuration options. Learn how to	Build workflows, fee
Accela	system or		create different record types, study	schedules and custom
University	making		business analysis and process	fields
(public)	configuration		design. Build workflows, custom	Design page forms and
	changes and/or		field groups, design page forms,	layouts
	maintaining the		layouts, and learn how to develop	Develop expressions
	system.		and utilize expressions. Cap that all	Manage user security
	(15 participants		off with exploring user security and	and Permissions
Civila Diatfarma	maximum)	1, 5-hour	permissions.	Understand Provider
Civic Platform -6-	Those who have some	session	This course is necessary for report writers, as it will introduce you to	Schema and Database
-o- Database	database	Session	the Provider schema and database	layout
Schema	structure		layout design of Civic Platform.	Navigate the Entity
Fundamentals	knowledge and		Explore the Data Dictionary and	Relationship Diagram
runuamentais	some report		learn to navigate the Entity	Use multiple database
Provided by	tools skills.		Relationship diagram. Use multiple	tools such as the data
Accela	(12 participants		database tools for developing	dictionary to develop
University	maximum)		reports and then learn to deploy	reports
(public)			those reports using the Report	Deploy reports using the
//2 2 2 2 /			Manager tool.	Report Manager tool
				Successfully work with
				pre-built functions and
				joins

Civic Platform -10- Accela Citizen Access (ACA) System Administrator Provided by Accela University (public)	Team members who will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system. (12 participants maximum)	2, 4-hour sessions	This course focuses on implementing web strategies for citizen access and usage. Learn to manage the look and feel of your site with CSS or the Brand Builder tool, turn on and off functionality, and edit your Citizen Access web pages, links and buttons. Learn how to create record page flows and deploy custom components. Explore management strategies for public user accounts and contact relationships. Learn how to establish module-specific security, visibility, and access settings.	 Manage the look and feel of the site with CSS or the Brand Builder tool Edit Citizen Access web pages, links and buttons Create record page flows Deploy custom components Manage public user accounts and contact relationships Establish module-specific security, visibility and access settings
Civic Platform -11- GIS Administration Provided by Accela University (public)	Team members who will be responsible for maintaining the GIS system in the Civic Platform. (10 participants maximum)	2, 2-hour sessions	This course is designed to help you use the GIS Admin tool for setup and connection to your existing map service. Learn to create map integrations, and build map profiles by configuring map, geocoding and routing services. Discover how to manage map settings, control map security and access, and create map user groups. Develop the skills to configure Provider Automation and Citizen Access integrations.	Create map profiles including map services, geocoding services and routing services Manage and create user map groups for optimal user experience Control map security and access Establish County level settings Configure Provider Automation and Citizen Access integrations
Civic Platform -12- Mobile Office Provided by Accela University (public)	Inspectors and supervisors who will use Mobile Office in the field. (12 participants maximum)	2, 3-hour sessions	The course is recommended to prepare you for implementing Mobile Office in your instance of Civic Platform. Learn how to access job lists and records in the field and create new records in the field. Discover how to create, schedule, reschedule, cancel and reassign inspections. Learn how to establish settings for offline and online inspections. Develop the skills to search records and inspections by creating and applying filters.	Access job list and records in the field Create new records in the field Create, reschedule, cancel, reassign inspections Establish settings for offline and online inspections Search and create filters for records and inspections
Civic Platform - 14- User Experience Administration Provided by Accela University (public)	Team members who will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system.	4, 4-hour sessions	This course is designed to help you administer the user experience for your instance of Civic Platform. Learn how to modify current pages and forms in the system, and deploy new pages, forms and fields at County, module, group and user levels. Discover how to design consoles for group-specific customization and develop appropriate data filters and queries	 Modify pages and forms throughout the system Deploy pages, forms and fields at County, module, group and user levels Design consoles for group-specific customization Develop appropriate data filters and queries for user groups

	(12 participants maximum)		for user groups. Develop skills and abilities to perform advanced security for custom fields, records, inspections and workflows.	Perform advanced security for custom fields, records, inspections and workflows
Civic Platform -15- Ad Hoc Reporting Provided by Accela University (public)	Preferably those with at least a base- level knowledge of database tables (not required). (10 participants maximum)	2, 4-hour sessions	This course is designed to prepare you to use reporting in the Civic Platform. Learn how to use report tools to design and develop reports and create sub-reports. Learn to deploy reports in hundreds of places throughout the Civic Platform and ACA. Practice creating expressions to concatenate or calculate at the field level. Discover how to use the form designer to create forms and letters.	Use report tools to design and develop reports Create sub-reports Deploy reports in hundreds of places throughout the Civic Platform and ACA Create expressions to concatenate or calculate at the field level Use the form designer to create forms and letters
Civic Platform -18- Train-the- trainer	Designated project team members who will be responsible for training the County end users. (12 participants maximum)	4, 4-hour sessions of instruction followed by up to 24-hours of independe nt work and individual teach-back sessions.	This Civic Platform course is intended to prepare identified County trainers to train their end users. As a Trainer in training, you will first review the basic 2-day End- User course around the County daily Civic Platform processes. You will then engage in workshop practice sessions where you will teach the Provider instructor and other participants sections of the 2-day end user course. Feedback will be given to help you obtain the skills needed to effectively train your end users. By the end of this course, you will have ability to train your end users in Civic Platform functions.	Explain all functionality used in daily operations for Civic Platform end users Train end users on Citizen Access functionality Understand AGIS maps and be able to train users on map tools Teach others on using the mobile apps or AMO Explain workflows, records and review processes within group specific business context.

APPENDIX C: CUSTOMIZATION

CUSTOM MODULES/RECORD TYPES

For the processes in <u>Appendix A</u> that are marked "Custom" (including Model records), Provider will conduct a tailoring session to define the requirements. For each custom process, the following process components are included:

- Fee Schedule Configuration
- Data Field Configuration
- Workflow Configuration
- ACA Configuration

AUTOMATION

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

Automation is time boxed at (2,700) hours. These hours include time for initial automation list estimation, analysis, design specifications, development, unit testing and QA. The team will document the process for managing to the time budget in the Project Management Plan.

The project scope assumes the following automation will be developed. If more automation is identified outside the below estimates, Provider and County will need to assess level of effort and follow the change control process.

- Very High Complexity exports, imports, complex batches, etc. Average 60+ hours.
- High Complexity -- batch scripts (e.g., license expiration notice), page flow scripts. Average 40 hours.
- Medium Complexity event scripts (e.g., auto-assign inspections, populating custom fields from GIS, placing a condition on a record based on custom fields and/or GIS data elements), pre- and post-scripts, and scripting expressions (non-wizard based). Average 16 hours.
- Low Complexity configurable scripts, wizard-based expressions. Average 4 hours.

ADDITIONAL AUTOMATION

This is scripting that Provider will build that is not part of the time-boxed automation total.

PRINTING BATCH SCRIPT

Provider will develop a batch script for printing renewals in bundles.

DISPLAY PERCENTAGE OWNERSHIP

Display of different tiers of business ownership including percentage of ownership.

AUDITING

Provider will build auditing functionality which will include the following:

- Record type for audit with accompanied workflow
- Custom Script Ability to manage audit fees/billings at the audit level (assessments must be authorized by supervisor/manager before being committed to the general ledger)
- Custom Batch Ability to see standard hours and standard field days

- Custom Batch To add field data. Ability to identify end date of prior audit (3-year statute of limitation)
- Custom Batch Target query revenue changes (Identification of DBA's needing audit based on criteria)

COLLECTIONS

Provider will build Collections functionality which will include the following:

- Record type for collections and accompanied workflow
- Custom Script The customer has 30 calendar days to pay the renewal. There is an additional 15-day grace period for most business license categories. Note: MMR and Gaming have a quarterly renewal cycle based on code. Flat fee gaming period has no grace period.
- Custom Batch The 15-day grace period triggers the system generated delinquency notice to the customer.
- Custom Script If a customer has linked multiple business licenses and some of them are delinquent/overdue, the system will not print the rest of the business licenses until all delinquent renewals are paid.
- Custom Batch After 90 days if account is unworked, account should revert to availability for assignment to another Collector.
- Custom Script All warning flags (Revoked/Delinquent/Collections) should be systematically removed once payment has been made including on the public-facing website.
- Custom Script License available for print when payments are made.

CUSTOM REPORTS

Report Writing is time boxed at <u>(960) hours</u>. These hours include time for initial report list estimation, analysis, design specifications, development, unit testing and QA. The team will document the process for managing to the time budget in the Project Management Plan.

Report will be assessed on the following criterial.

- Very High Complexity Report High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks. Average 70 hours.
- High Complexity Report Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas. Average 50 hours.
- Medium Complexity Reports Reports that require some calculations and summaries. Examples
 include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many
 County reports fall under this category. Average 40 hours.
- Low Complexity Reports Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels. Average 32 hours.

ADDITIONAL REPORTS

These are reports Provider will build that are not part of the time-boxed custom report total.

AUDIT

- One (1) Audit Report Target query based on revenue changes
- Five (5) Reports Document Creation/Workpapers (Excel sheets)

- Spreadsheets will contain payment history data (requires County to copy and paste the data into the audit spreadsheets)
- Five (5) Reports Document Creation/Workpapers (MS Word letters)
- One (1) Performance Standard Report Ability establish and analyze performance standards (i.e., field days, review days, billing days, standard audit hours).
- One (1) Report Provides quantitative results as part of selection search screen based on various search criteria (e.g., past audit billings, payment differential, fee materiality & renewal variance) with ability to analyze other related licenses using drill down capability.
- Six (6) Performance Reports
 - Audits completed in x-y
 - o Audits by user
 - Revenue generated by Quarter/user
 - Pending Audits
 - Audits assigned

COLLECTIONS

- One (1) Performance Metric Report Collection's Revenue report displays all delinquent activity, actions taken to retrieve revenue, and the actual receipt of revenue payments.
- Two (2) Reports (Forms utilized by Collectors)
 - Final Demand for Payment Letter
 - o Business License Renewal form
- Two (2) Reports (Reports utilized by Staff)
 - Collections Revenue report
 - Collection 15, 30, 60 90 Days delinquent report, both detailed and summary

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

No reports have been identified for the Report Inventory at this time. They will be identified during the Refine phase of the project.

INTEGRATIONS

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

PAYMENT PROCESSOR

Provider will implement an interface redirect adapter between Provider Citizen Access (ACA) and Cybersource to accept payments, redirecting the user to the one-time payment page of the payment site and paying associated fees in Provider (once payment is complete). This interface will be developed against 1 (one), agreed upon version of payment processor.

The County has indicated the following parameters of the project:

- No partial payments in ACA
- Partial payments may be handled manually in the backoffice
- Refunds processed within a workflow in the record type
- A single trust account
- Additional 12 fields of metadata from direct transaction/permit records sent to payment processor
- Five merchant accounts

FINANCIAL BATCH

Provider will provide a One-Way batch interface between the Provider Civic Platform and SAP. In order to determine the County requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Provider in building the interface code. The implementation of the interface is dependent on the assistance of the County's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Provider will provide a program to integrate 3rd Party data to the Provider Civic Platform.

NEVADA STATE BUSINESS LICENSE PORTAL

Provider will create one-way interface to the site https://esos.nv.gov/EntitySearch/OnlineEntitySearch to verify license that a license is valid. The integration will leverage HTML calls to perform lookups.

MELISSA DATA VERIFICATION

Provider will build a real-time integration to Melissa Data Verification to validate addresses.

MULTI-JURISDICTION CONTRACTORS (HENDERSON)

Provider will build a two-way webservices integration to synchronize primary and secondary permit holders and payment received.

ECM (OPENTEXT DOCUMENT MANAGEMENT SYSTEM)

Provider will develop an integration with OpenText for storing and retrieving documents uploaded and created within the Civic Platform.

SEECLICKFIX

Provider will develop a two-way integration for the creation of new service requests. Status updates will be sent back to SeeClickFix.

DATA CONVERSION

One of the most challenging aspects of the implementation of a new software system is the data conversion. The legacy system will have features and functions not found in the new system, maintains the data differently than the new system, and the overall user experience will not be the same. The data

conversion process will take the data from the legacy system and extract it in a manner that will be useable for the new system. This iterative process will take place for the following data sources:

- ClarkCounty
- BLVerify
- MainframeXeroxPrinting

Provider will provide office hours to support data mapping to Provider Civic Solutions up to <u>900 hours</u>. Total conversion support by Provider is timeboxed at <u>2,000 hours</u>.

APPENDIX D: ACCELA METHODOLOGY

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

During the Refine and Develop stages, the solution scope is approached incrementally in distinct groups of record types. The team will group the County's solutions based on similar processes. Each group will move through the Refine and Develop Stages in an iterative manner to identify tailoring, update configuration and demonstrate the updated solution. The key component of the methodology is having the County see their solution come together. Each group will undergo Refine and Develop tasks and culminate in a Conference Room Checkpoint that will demonstrate an end-to-end working solution for a representative sample of records.

As depicted below, the first (Define) and last (Deploy) stages of project delivery flow in a linear direction. The second (Refine) and third (Develop) stages have an incremental approach to deployment based on the record groupings.



DEFINE

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

PROJECT INITIATION

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

Provider will review with County the subscribed solution inventory through a facilitated orientation workshop. Provider will categorize the record types into logical groups (Solution Groups) based on similar functions. The Solution Inventory is used as the basis for solution change control and workshop scheduling.

Provider Responsibilities:

- Communicate the Provider Implementation Methodology
- Create the project SharePoint site and provide access to the Provider and County teams.
- Review and begin elaborating the project schedule and project management plan.
- Facilitate Solution Inventory orientation workshop and determine solution groupings.

County Responsibilities:

- Provide timely and appropriate responses to Provider's requests for project planning input and meeting logistics requests.
- Make available the appropriate key County users for the review.
- Confirm adherence to the Provider Implementation Methodology.
- Participate in the Solution Inventory orientation workshop.
- Gather and provide the following:
 - Paper applications
 - Fee schedules
 - Inspection checklists, inspection types and results
 - Communication standards (if applicable)
 - License and Conditional License samples
 - Letterhead sample
 - User list (including email addresses and department)
 - Sample Warning Letter
 - Sample Revocation/Suspension Letter
 - Merchant Account information (if applicable)
 - Hearing Calendars (if applicable)

PROJECT SCHEDULE

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

The project schedule is managed using Microsoft Project. The project schedule assumes timely completion of County -led activities and tasks, availability of key County resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project schedule) County tasks may

adversely impact overall project timeline. Material delays impacting the critical path by more than 10 business days of the baseline schedule are handled via the Change Control process defined in the Project Management Plan. The Provider Project Schedule is the source of truth and will be maintained by the Provider PM with input from the County PM and team members.

Output:

Mutually agreed upon Project Schedule that will serve as the baseline schedule.

Provider Responsibilities:

- Finalize staffing for the Provider project team.
- Finalize the project schedule that includes resource allocation for all tasks (in cooperation with the County Project Manager).

County Responsibilities:

- Provide input to tasks and duration in Project Schedule.
- Finalize staffing for the County project team.
- Review and commitment that tasks can be completed in the agreed upon timeframe and the appropriate resources will be made available.
- Sign-off on baseline Project Schedule milestone.

PROJECT MANAGEMENT PLAN

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

The following outputs are included:

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

Provider Responsibilities:

• Draft the Project Management Plan document (an Provider template) based on input from and collaboration with the County Project Manager.

Finalize the Project Management Plan based on review comments from the County Project Manager.

County Responsibilities:

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

SOLUTION PROVISIONING

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

Provider Responsibilities:

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

County Responsibilities:

• Validate that the subscribed solution is available.

PROJECT KICKOFF MEETING

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

Provider Responsibilities:

- Finalize Kickoff presentation.
- Co-Present with the County Project Sponsor and Project Manager on the project objective, methodology and timeline.

County Responsibilities:

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

REFINE

The Refine stage begins the knowledge transfer of the Provider Civic Platform and adoption of the new system. This stage is where tailoring of the Civic Application for the County is performed. Provider starts this stage with training the County's core team on the subscribed Provider solution, then conducts Civic Application Tailoring readiness sessions. Following these sessions, the Tailoring Sessions begin, using the Provider Civic Application non-production system real-time review of the provisioned Solution Inventory, reviewing each Solution Group incrementally. During the sessions, Provider will demonstrate the Civic Application solution components that pertain to the County's application/record type(s), identify areas

available for tailoring based on Appendix A, and make real-time tailoring updates as appropriate. As the Tailoring Sessions continue for additional application/record types, the Provider team will evaluate points of integration and collaborate with the County on the concept design for these integration points. During the Refine stage the Provider team will also orient the County to the legacy data mapping tool, Provider schema, and associated activities. Upon accepting the configuration of each grouping, or at intervals determined by the County and Provider PM's, the County and Provider team will conduct a Conference Room Checkpoint where County stakeholders will be invited to an overview of the system at this point in the project.

CORE TEAM TRAINING

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

Provider Responsibilities:

- Coordinate with County and schedule the appropriate day/time and confirm the Civic Platform Core Training content outlined in the provided agenda.
- Provide remote Civic Platform Core Training.
- Provide County access to the Provider Learning Management System (LMS), provide instruction on how to register and login, along with how to search for and find the online training content.

County Responsibilities:

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

ACCELA CIVIC APPLICATION SOLUTION TAILORING

Following the core team training, the team will begin tailoring the County's Civic Application Solution. Please refer to Appendix B for the estimated tailoring. Throughout the sessions, County staff will continue to learn how the Civic Application features are mapped to County record types and to their end-to-end processes.

TAILORING ORIENTATION

Prior to conducting the individual tailoring sessions, Provider will conduct a 1-day orientation. The key County staff that will participate in the sessions will all attend the orientation. During this session, Provider will:

- Review dates and times of all sessions, as well as required participants
- Describe expectations of the sessions and the format/agenda
- Review Appendix A (Solution Inventory), B (Tailoring Framework) and C (Customization)
- Review roles and responsibilities of the sessions and final goal (conference room checkpoint)

TAILORING SESSIONS

Provider will conduct sessions with County personnel to review and tailor the solution components. Sessions are scheduled incrementally, per the identified record groups in the Solution Inventory. During the Provider-facilitated sessions, we will review a subset of the records. For records not reviewed in an Provider-facilitated session, the County will have access to the working software solution in order to perform the remaining reviews independently.

Tailoring sessions for each group generally cover the following topics:

- Review workflow(s) for records within the grouping
- Review Intake in public portal (Citizen Access) to validate items such as data elements, documents, disclaimer, and fees
- Review Intake from back-office (Civic Platform) to validate items such as data elements, documents, and fees
- Review County level configuration of user groups and calendars

Sessions adhere to the following format:

- Provider and County teams will review the Provider Civic solution during the session, focusing on areas where solution tailoring is available (refer to Appendix B for the Tailoring Framework).
- For records that will be custom-built, Provider and County teams will review a similar record during the session and identify the configuration needs for the custom process (refer to Appendix C).
- Provider will take note of the tailoring requests during the sessions. As much as possible, Provider
 will make real-time updates in the session. All remaining updates will be completed after the
 session.

It is imperative that the above process occurs within the Project Schedule timeframes to not delay subsequent activities and stages. County must commit all necessary SME's and IT personnel for the appropriate sessions as outlined by the Provider and County Project Managers.

Output:

- Solution Tailoring Sessions
- Document the Tailoring Punch List (items unresolved during the sessions to be closed prior to or during the subsequent County validation period)

Provider Responsibilities:

- Facilitate solution tailoring sessions per the agreed project schedule.
- Update solution configuration based on session decisions.

County Responsibilities:

- Designate and authorize the Responsible Expert for each session / record group who will make decisions and represent the department/business.
- Make available the appropriate County key users and content experts to provide required information, participate in the sessions and verify the accuracy of the tailored configuration.
- Provide any documentation requested by Provider, including fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for session activities.

 Provide three to five County SMEs to test/review/confirm the tailored system prior to moving to the next scheduled project activity.

FINALIZATION AND CONFERENCE ROOM CHECKPOINTS

The purpose of the Finalization period for each grouping is to work down the open configuration gaps (the Tailoring Punch List - those items remaining after the Tailoring sessions), driving closure of the Tailoring activity for each group. The Finalization period is time-boxed (as defined in the Project Schedule) and requires dedicated time from the County and Provider project teams to rapidly close the open gaps for each grouping. New items identified during the Finalization outside of the Punch List must be completed within the established time box for the Finalization period. If the new item cannot be completed within the established time box, the Change Control process is triggered.

When the Tailoring Punch List is resolved, this denotes finalization of the solution configuration.

To promote information sharing outside of the day-to-day project team and following the Finalization period, Provider and the County jointly conduct a Conference Room Checkpoint meeting. In this meeting the County's Responsible Expert will demonstrate the work-in-progress software to key stakeholders. The demonstration will cover 1-3 application types that demonstrate the solution from end-to-end.

Finalization expectations:

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

Conference Room Checkpoint expectations:

- Provider will collaborate with the County users to select scenarios that should be demonstrated to peers and executive sponsors in a Conference Room Checkpoint meeting.
- County staff will lead a Conference Room Checkpoint meeting, up to 1 day per record group, to demonstrate the completed solution configuration to peers and executive sponsors.
- Once the Conference Room Checkpoint is conducted and confirmed, the teams will move to the next scheduled project activity.

Output:

Finalized tailored solution ready for the Develop stage

Provider Responsibilities:

- Close out agreed upon action items from the Punch List to support the Finalization of each grouping.
- Assist the County's Responsible Expert in identifying a scenario to support the Conference Room Checkpoint for each grouping.
- Produce the Detailed Configuration Report for all records within the grouping.

County Responsibilities:

- Provide timely and appropriate responses to Provider's request for information.
- Make available the appropriate County key users and content experts to participate in an effort to learn about the system (knowledge transfer).
- County tests and confirms that the identified configuration Punch List items from the Tailoring sessions have been completed.
- The County (Responsible Expert) will facilitate the Conference Room Checkpoint.

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

AUTOMATION INVENTORY

The Provider team will work with the County identify the automation required as part of the implementation, and prioritize per scope in Appendix C. Provider will document an inventory of the automation, which will be the final list used for development.

REPORT INVENTORY

The Civic Application solution includes a set of pre-built standard reports and documents. During the tailoring sessions, the Provider team will identify the reports provided as part of the subscribed Civic Application Solution. Any report identified that is not included in the Civic Application solution is considered a custom report. Provider will assist the County to document a Report Inventory of the system outputs needed to support the production system, including but not limited to, reports, forms, documents, notices, and letters that the County wishes to print as identified during tailoring sessions.

The purpose of the Report Inventory list is to document the County's reporting needs known at this time, and based on the scope in Appendix C, assign which reports the County wants Provider to own and develop. The inventory list can grow throughout the project, but any reports outside the scope of Provider would be owned by the County or be subject to a change order for Provider to develop.

Provider Responsibilities

- Map County report needs to the reports available within the subscribed Civic Application Solution.
- Perform standard/minor branding updates (e.g., County logo and contact information) for County's subscribed solution reports.
- Prepare/validate the standard report(s) for the group of records with the County.
- Document a Report Inventory of the County system output needs. This inventory will be in the format of a list only.

County Responsibilities

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

REPORT SPECIFICATIONS

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

Provider Responsibilities

- Conduct integration design sessions to review the reports in scope.
- Document the Report Specification for each report in Appendix C.
- Finalize each Report Specification based on one round of feedback from the County.

County Responsibilities

- Make available the appropriate key users and system experts to participate in the report analysis and validation activities.
- For each custom report identified, provide to Provider the custom report criteria and layout.
- Provide to Provider a sample mockup of each report, as expected from the Provider Civic Platform.
- Review each Report Specification and provide one round of review comments to Provider.
- Approve in the SharePoint tracker within 5 County business days of completion of specification.
- Review the final Report Specification to validate the comments are incorporated.

INTEGRATION SPECIFICATIONS

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

Prior to development, Provider will work with the County to document integration specifications for each. Changes to the integration specifications after approval can negatively impact project progress and the overall schedule.

Provider Responsibilities:

- Conduct integration design sessions to review the interfaces in scope.
- Document the Integration Specification document for each integration in Appendix C.
- Finalize each Integration Specification based on one round of feedback from the County.

County Responsibilities:

- Make available the appropriate key users and system experts to participate in the integration analysis and validation activities.
- Review each Integration Specification document and provide one round of feedback.
- Approve in the SharePoint tracker within 5 County business days of completion of specification.
- Review the final Integration Specification document to validate the comments are incorporated.
- Provide links and credentials for third party systems.
- Handle all coordination with 3rd party vendors including review of specifications if deemed required.

DEVELOP

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

The subscribed Civic Application Solution includes pre-defined business process automation/validation. For example, common business rules are included such as sending an email to an applicant when a record is submitted and preventing record issuance when a balance is due. If custom automation is defined in the scope, these components are built and unit tested during the Develop stage.

Another series of Conference Room Checkpoints will be conducted upon completing development for each grouping.

AUTOMATION DEVELOPMENT

In this step of the process, the automation identified during the Refine stage is developed and tested. Automation will be developed per record grouping and demonstrated in the Final Conference Room Checkpoint for that grouping.

Provider Responsibilities:

Develop and unit test automation per the user stories documented in the Automation Inventory.

County Responsibilities:

- Test automation to ensure it is built and functioning per the approved user stories.
- Test and respond in the SharePoint tracker within 5 County business days of completion of development.
- Make available the appropriate key users and content experts to participate in the development and validation activities.
- Request change order if changes to user stories are required.

REPORT DEVELOPMENT

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

Provider Responsibilities:

Develop and unit test custom reports per signed specifications.

County Responsibilities:

- Test each report to ensure it is built and functioning per signed specification and provide one round of feedback.
- Test and respond in the SharePoint tracker within 5 County business days of completion of development.
- Make available the appropriate key users and content experts to participate in the report development and validation activities.
- Request change order if changes to specifications are required.

INTEGRATION DEVELOPMENT

It is expected all integrations will use Provider's Construct API, web services or batch engine. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Provider system. In other words, data coming into Provider and data coming from Provider will use the existing integration technology. County is responsible for gaining appropriate system access to support the integration from appropriate application owners (including on premises or cloud/hosted, etc.) and handling all coordination with 3rd party vendors. All integrations will be developed against one (1) agreed upon version of the 3rd party system.

Provider Responsibilities:

- Develop and unit test integration per signed specifications.
- Provide completed and demonstrate working interface
- Perform knowledge transfer to County administrator
- Assist County in deployment to one environment
- Provide source code for interface to County at conclusion of project

County Responsibilities:

- Test each interface to ensure it is built and functioning per signed specification and provide one round of feedback.
- Test and respond in the SharePoint tracker within 5 County business days of completion of development.
- Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request.
- Make available the appropriate key users and system experts to participate in the integration development and validation activities.
- Provide links and credentials for third party systems.
- Validate that the payment processor is capable of transacting large dollar amounts.
- Handle all coordination with 3rd party vendors including 3rd party licensing, and end to end testing between Provider Civic Platform and 3rd party system.

ACCELA GIS CONFIGURATION

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

- Look up permit information and parcel information from the Civic Platform.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the Civic Platform.
- Auto-populate spatial attributes for a property in forms (including Provider Citizen Access).

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

Provider Responsibilities:

- Configure Provider GIS and perform quality assurance checks on the configuration and performance.
- Demonstrate that the Provider GIS application is operational via successful communication between Provider Civic Platform and the County's ArcGIS.

County Responsibilities:

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

DATA CONVERSION

Converting historic/legacy data from the County's systems is a critical activity for the success of this project. Provider will train and work with the County on our Data Conversion mapping tool. The County will assist Provider in Data Conversion activities and the timeline. The County is responsible for data cleansing and data integrity. It is critical that the County, specifically the business users, provide ample time to test the data conversion and ensure processing of converted records.

General Information and Requirements for Data Conversion:

- The Civic Application solution tailoring must be finalized before Provider will support the data conversion mapping effort.
- The standard data conversion includes the conversion of transactional data to the Provider database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" from the staging area into Provider. "As-is" means that the data will be transformed as mapped to existing configuration elements in Provider. The conversion process will not create configuration data or alter the mapped data when processed into Provider. Additionally, this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Provider "As-Is". All data cleanup must occur prior to load from staging area into Provider.
- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Provider Document Service (ADS). In the event a 3rd

- party EDMS is used by Provider Civic solution, it is still possible to convert documents if the 3rd party integration supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (e.g., NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event files exist in a database they must be extracted into a windows file system prior to being evaluated for conversion.

Provider Responsibilities:

- Training on the Provider Data Conversion Mapping Tool
- Training on the Provider Civic Solutions database schema
- Perform conversion of data from the staging area utilizing Provider's Extract, Translate and Load ("ETL") toolset. This tool will confirm the accuracy of the mapping.
- Setup of a staging area for the County to run migration scripts to cleanse the data as they map the data to the Provider Civic Solutions
- Load five full run migrations from staging to test once the County has completed their data cleansing and data mapping process—once for data validation testing and a second time prior to or during User Testing. The final production load will occur during production cutover.

County Responsibilities:

- Perform data mapping and writing the data extract scripts to load the standard staging tables. The data mapping tool ensures that the staging to Provider conversion is accurate and prevents data from failing to convert, enforces consistency in runs, and tracks statistics.
- Perform unit testing of the conversion program including spot checks of the data within Provider staging area to identify if data corruption issues exist.
- County is responsible for data cleansing at source, extraction and load to staging, data transformations, data enrichment, and business rules.
- Extensive quality assurance of legacy/historical data by the County is required to ensure accurate transfer of data.
- Extensive business user testing to ensure converted records can be processed in the Provider system.

ACCELA SYSTEM TESTING

System Test is performed by the Provider team. It is a high-level test to ensure that the solution is operational. It includes the following tests: system login, ability to create a new record, search, and integration connectivity.

FINAL CONFERENCE ROOM CHECKPOINTS

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

The County would walk the participants through an actual scenario(s) where the record would be created in the Public Portal (ACA) and demonstrate the steps to record/application/permit closure. This walk through should support the additional components on top of configuration which include points of integration, business automation, reports, and a preliminary view of converted data (if applicable) based

on the scenario. At the conclusion of the Conference Room Checkpoint, the County will accept the solution.

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

DEPLOY

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

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

TRAINING PLAN

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

Provider will develop a Train the Trainer Plan. County will develop end user training plan.

The Training Plan for trainers will include:

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

Provider Responsibilities:

• Prepare Train the Trainer plan and material based on Provider standard Train the Trainer content/curriculum.

County Responsibilities:

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

USER ACCEPTANCE TEST (UAT) PLAN

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

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

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

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

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

USER ACCEPTANCE TESTING (UAT)

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

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

User Testing includes the following distinct phases:

- 1. Initial Test a timeboxed phase where the County runs through every test script and logs all issues in the issue tracker.
- 2. Issue Remediation a time for Provider to remediate all Critical and High issues found during Initial Test, related to the Civic Application solution or tailored configuration.
- 3. Remediation Testing the phase where the County validates that all Critical and High issues have been resolved.

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

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

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

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

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

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

Based on the UAT Duration table above, the high-level schedule of User Testing would be as follows:

• Initial Test: County to execute <u>all</u> User Testing test cases. During this phase, Provider and County will also begin resolving Critical and High defects identified throughout the testing. At the end of

Initial Test, the County and Provider will develop and prioritize a User Testing Punch List to include open Critical and High severity implementation issues that are required for go-live, as defined in Appendix E.

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

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

- Initial Test: County to execute <u>all</u> regression test cases. During this phase, Provider will also begin resolving Critical and High defects identified throughout the testing. At the end of Initial Test, the County and Provider will develop and prioritize a regression testing Punch List to include open Critical and High severity migration defects that are required for go-live, as defined in Appendix A.
 - The punch list must be finalized at the end of the Initial Test phase. Provider will export the current open Critical and High issues from the regression testing defect tracker and review this with the County at the close of the phase. Only in-scope defects will be considered for punch list resolution. The Remediation Phase (punch list/defect resolution) will be delayed until the County and Provider agree upon the punch list. At this point the defect tracker is closed.
 - o If the County has not completed execution of all their test cases at the end of the defined duration, then an extension to the project (and Change Order) would be required.
 - o Regression testing is a time-boxed activity, so it is critical the County identifies all issues in the Initial Test timeframe. If the County identifies issues after the Initial Test phase (i.e., after the Punch List is agreed upon), these would be an extension to the project and a Change Order will be required.
- Issue Remediation: Provider will remediate, build and implement configuration changes and updates for the Regression Test Punch List (Critical and High defects).
- Remediation Testing: County will perform testing to confirm the Punch List items are resolved.
 This period is for retesting issues found during the initial test period. It is not for performing
 additional regression testing. New issues go to the parking lot. The Regression Testing Deliverable
 is deemed accepted when County has verified the Punch List (Severity of Critical and High defects)

has been addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.

Output:

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

Output:

• Upon acceptance of User Testing, a configuration and development freeze on TEST environment. This environment will be used to move to production.

Provider Responsibilities:

• Support the County in User Testing execution, remediation and retesting of Critical and High punch list issues.

County Responsibilities:

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

PRODUCTION CUTOVER "GO LIVE"

Production date is defined as the official date in which Provider Civic Platform moves from the test environment to production for daily County usage. This date will be agreed to by both Provider and the County at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Provider will assist in final data conversions, system validation, staff preparation and training, and coordination of deployment.

Output:

- Deployment support prior to moving to Production.
- Assistance with setup of Integration points in Production.
- Final Conversion run during cutover.
- Provider Civic Platform used in Production environment for County daily use.

Provider Responsibilities:

- Lead the effort to transfer the system configuration and any required data from Test to Production.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production.

County Responsibilities:

- Provide technical and functional user support for pre and post Go Live planning, execution, and monitoring.
- Assist in the development of a Go Live checklist that details the critical tasks that must be accomplished prior to moving to Production.

POST GO LIVE SUPPORT AND TRANSITION TO ACCELA SUPPORT

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

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

Tier 1	Basic help desk Support for basic County issues such as			Lower-level technical	
liei T	resolution and		solving usage problems and fulfilling	personnel, trained to solve	
County	service desk		service desk requests.	known problems and to	
County	delivery			fulfill service requests.	

	If no solution is available, tier escalate incidents to a higher Experienced and knowledged technicians assess issues and		Support personnel with	
Tier 2 County	In-depth technical support	solutions for problems that cannot be handled by tier 1.	deep knowledge of the product or service, but not necessarily the resources	
, 		If no solution is available, tier 2 support escalates the incident to tier 3.	who designed and implemented the solution.	
		Access to the highest technical resources available for problem resolution or new feature creation.		
Tier 3	Expert product and service support	Tier 3 technicians attempt to duplicate problems and define root causes.	Tier 3 specialists a generally the most high skilled product specialists.	
Accela		Once a cause is identified, tier 3 will build a resolution or identify as a product defect and work with the County in submitting a ticket for it to be resolved by the product team.	skilled product specialists.	

One week prior to the end Provider's post go-live support period, the issue tracker will be closed for new issues. Provider will use the final week to complete resolution of the critical and high priority issues in the issue tracker. Any new issues identified during that final week will be the responsibility of the County. Provider will be available for consultation during the final week.

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

Output:

- Provider will provide support immediately following deployment (go-live).
- Provider will work with the County to identify and address issues identified during this period using
 a Post-Production Issues List. This list will be comprised of issues related to the defined deliverables
 listed in this SOW, which will be addressed by Provider.
- Finalized post-production copy of issues list.
- Transition of County from Services team to Accela Customer Support for ongoing support.

Provider Responsibilities:

- Provide post-production support for Provider developed configuration and components. For example:
 - Assistance with new UI or browser settings since not every user has accessed the new version of our software.
 - Issue research.
 - Escalation of issues that can't easily be resolved.

- Assist with the identification of issues for the Post-Production Issues List.
- Assist with issues that may arise related to the deliverables in this onboarding package.
- Transfer ongoing support of the County to the Accela Customer Support program.

County Responsibilities:

- Provide technical and functional user support for post-production support and monitoring.
- Any Critical and High priority issues assigned to the County must be responded to in the SharePoint tracker within 3 County business days. For example, additional information needed or the results of County retest.
- Examples of issues the County is responsible for include: training issues, functional changes beyond
 the scope of this onboarding package, cosmetic changes, and procedures related to the use of
 Provider Civic Platform.
- Develop and maintain a Post-Production Issues List.

CIVIC PLATFORM TRAIN-THE-TRAINER TRAINING

This course is intended to prepare identified County trainers to train their end users. Participants will first be taught the basic two-day end user course around the County daily Civic Platform processes. Then participants will engage in workshop practice sessions where the students teach each other and the Provider instructor sections of the two-day end user course. Feedback will be given to help the County trainers obtain the skills needed to effectively train their end users. By the end of this course, the County will have ability to train your end users in Civic Platform functions.

Output:

• Train-The-Trainer for Civic Platform End-User Training

Provider Responsibilities:

- Coordinate with County to schedule the appropriate day/time to deliver the training.
- Coordinate with Provider PM and County to identify trainee list and create event registrations.
- Manage the pre- and post-training event communication to ensure trainee participation and awareness.

County Responsibilities:

- Notify Provider trainer of selection of up to 3 record-types for training demonstration and workshops.
- Provide Provider trainer with access to County workflow/business process SME no later than two weeks prior to the scheduled Train-the-trainer event.
- Ensure that trainees have appropriate hardware/software for successfully participating in the online training.
- Staff participants have successfully read and completed any recommended online course content.
- Participant maximum is 12 trainees.

APPENDIX E: PROJECT RESOURCES

COUNTY RESOURCES

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

County Resources	Description	
Project Sponsor	 Responsibilities include: Represent the strategic and financial interests of the County within context of the project Create an environment that promotes project buy-in Stay informed and provide high-level oversight throughout the duration of the project Serve as the primary escalation point to address project issues and remove obstacles in a timely manner 	
Project Manager	 County will provide a dedicated Project Manager throughout the course of the engagement. Responsibilities include: Overall administration, coordination, communication, and decision-making associated with the implementation Planning, scheduling, and tracking the implementation with Provider and across departments within the County Primary responsibility for the coordinating and scheduling of County employees and facilities in support of project activities. Supervision of the County team members to ensure the project team stays focused, tasks are completed on schedule, and that the project stays on track 	
Product/System Administrator	 Participate in system configuration and build out as much as possible, working closely with Provider implementation team Assist County end users with Acceptance Testing Attend system administration training Post go-live, take over internal administration of Provider system 	
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: Attending tailoring sessions Willing and able to gather data and make decisions about business processes	

	Participate in knowledge transfer opportunities in order to understand the solution
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: Being trained on the Provider system and proactively learning the system as it is implemented Being fully engaged in the sessions and system configuration activities Provide expertise in their business area Writing of test cases Assist internal efforts towards the creation of reports, integrations & conversions Review and testing of the solution
	 Review and testing of the converted data Actively participate in the full implementation of the Provider solution
Integration Developer	Responsibilities include: Understanding integration needs of County and build designs Attend the Construct API training Write integration methods to meet the County requirements
Report Developer	Responsibilities include: Understanding reporting needs of County and develop specifications Attend the Database Schema and AdHoc training Write or amend reports as the County requirements determine Participate in unit and system testing
Data Conversion Lead	 Responsibilities include: Lead efforts to cleanse the legacy data to be migrated Attend Provider Data Conversion and Database Schema Training Create data mappings Write extraction scripts, transformation, business rule routines to move data from legacy data source to Provider staging area Review and validation of the converted data Participate in mock data runs during the implementation and final production conversion
Organization Change Management Agent	Provider does not provide Change Management services as it relates to Organizational Change Management (OCM). Provider supports the OCM objectives by supplying technical training, content for awareness meetings, demonstrations to user groups during the project, but we find the most success for the County to own the OCM objectives and have a dedicated change agent with the organization. Responsibilities related to the Provider workstream: Have a designated OCM representative attend the Provider analysis sessions and determine how best to align County operational process with technical solution workflow. Access the Provider test environment to become more familiar with the solution.
	Participate in verification of the solution and attend Conference Room Checkpoints.

•	A Provider trainer can work with the OCM representative on a plan on
	how the Provider end user training will be integrated with the OCM
	campaign.

ACCELA RESOURCES

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

Provider Resources	Description		
Regional Director	The Regional Director provides executive oversight, oversees the project's progress and direction by working with the Project Manager. Primary goals are to ensure efficiency, consistency, and quality in delivery of Provider implementations. The Regional Director will be part of the project Steering Committee and have a role in escalation of risks and issues to drive the project forward.		
Project Manager	The Provider Project Manager works directly with the County Project Manager to manage, track, facilitate and plan for all project activities. The Project Manager works with the Project Sponsors, Subject Matter Experts and other stakeholders to ensure the timely delivery of a quality product. The Project Manager undertakes the project administration tasks including: Develop and maintain project plan Resource management and tracking Risk identification and mitigation Issue management and escalation		
	Status reportingProvide direction and facilitate team meetings		
Solution Architect	 Provider's Solution Architect is responsible for the overall solution architecture and will: Recommend standard and custom solutions for business requirements Architect new custom solutions for County specific business processes Provide Solution Architect oversight throughout the implementation Guide the County and project team with best practices and standards Confirm delivered solutions follow best practices and standards 		
Lead Implementation	The Lead Implementation Consultant assigned to the project will have significant experience in the business process as well as the product functionality and is responsible for: • Lead tailoring sessions • Lead the tailoring/system configuration • Providing training/mentoring to County staff • Coordinate with technical team members through analysis and testing as it relates to County processes		

Implementation Consultant	 Implementation Consultant resources support the project as-needed and typically focus on the following tasks: Provide support during tailoring sessions Perform tailoring/system configuration Unit and functional testing 	
Technical Consultant(s)	Provider Technical Consultants are involved in the project to perform the following responsibilities: Lead integration analysis, specifications and development Lead report analysis, specifications and development Provide data conversion expertise, training, mapping assistance, and execute data conversion runs	
Training Consultant	Training Consultants are responsible for Provider Training classes with assistance from Implementation consultants, depending on the nature of the specific project.	

APPENDIX F: DEFECT DEFINITIONS

ISSUE TYPES

- 1. Implementation Defect (Defect) Implementation Defects relate to elements configured or built as part of the project such as record configuration, workflow configuration, business rules/automations, custom integrations, and reports. An issue is considered an Implementation Defect when the software is not behaving as per the approved software version (e.g., development stage complete). Data Conversion issues are considered Implementation Defects if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.
- 2. **Product Defect** Product Defects are errors due to unexpected behavior within the Provider Platform source code. A Product Defect cannot be resolved through configuration changes and requires a new product release or hotfix/patch.

3. Non-Defect Issue Examples

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

DEFINITION OF DEFECT, DEFECT SEVERITIES

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

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

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

APPENDIX G: DATA CONVERSION APPROACH

OVERVIEW

One of the most challenging aspects of the implementation of a new software system is the data conversion. The legacy system will have features and functions not found in the new system, maintains the data differently than the new system, and the overall user experience will not be the same. The data conversion process will take the data from the legacy system and extract it in a manner that will be useable for the new system. The extraction process is a very iterative process and requires the County to have staff who are familiar with the legacy system in order to be successful.

The Provider Civic Platform data conversion strategy is a very iterative and agile process that requires all parties to be flexible. The work effort will be broken into several groups based on similar types of data within the Provider Civic Platform that is being implemented. To guide the County in this effort, a Provider data conversion specialist will:

- Lead a data conversion training session
- Provide data requirements
- Provide a means for the County to review the data in a conversion environment at the end of the session.

The below sections will outline the different aspects of the data migration and provide the specific tasks for each session. Specific content of each session may vary based on the individual needs of the conversion.

DATA CONVERSION STRATEGY

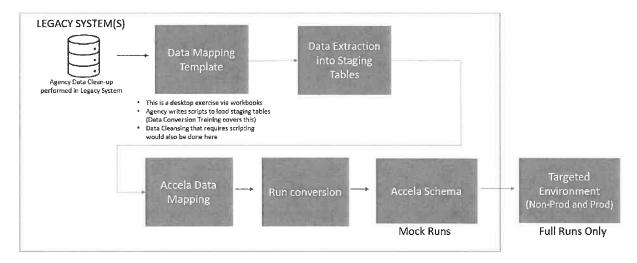
TERMINOLOGY

Term	Description		
Standard Map Objects	Standard legacy side database objects, i.e. tables and views.		
Legacy Objects	Includes the legacy database objects and the standard map objects.		
Standard Map Program A set of ETL (extract, transform, load) executables that in crosswalks created in the Provider Data Mapping tool an data to the Provider Automation database			
Standard History Program	Moves the data from the standard history staging table into the Provider Automation structure.		
Provider Data Mapping Tool	A program that utilizes the standard map views that creates the cross walks for data translation. Some of the translation tables are: Record types, Record status, Inspections, Workflow and Fees.		
Data Source	A single database table and the associated tables that are used to process the record.		
Extraction Process or Extraction	The process by which the data is pulled out of the legacy data structure and loaded into the standard map objects.		

PROCESS FLOW

The diagram below illustrates the process for a standard data conversion with one data source. County staff will be required to be familiar with the legacy side. With assistance and guidance from Provider staff, the County will be required to extract the data out of the legacy structure and put the data into the

standard map tables. This requirement for the County is critical as they have the knowledge and understanding of the legacy system.



1 - BASE INFORMATION

This work effort will first identify how the legacy record types will be translated into the Provider Civic Platform record types. This is the most important task as there are many subsequent tasks in the process that are dependent on getting this initial effort correct. The table below provides a high-level overview of each task. The duration of the cycle is approximately forty business days depending on the availability of the County staff and their knowledge of the legacy system. This time estimate is based on at participation of at least two (2) knowledgeable resources from the Provider. These resources should have in-depth knowledge of the legacy system and be able to make decisions about the data that needs to be preserved for business functions in the future system.

Seq	Task	Responsible Party	Description
1	Data Conversion Overview and Provider Data Conversion Schema Training	Provider	Provider will describe the data conversion methodology and conduct Provider Data Conversion Schema training on the schema of the standard staging tables.
2	Extraction of the base record - Base record includes but is not limited to: Application Number, Application Date, Record Status and Record Type from the legacy system	County	This can occur before configuration is final. It is driven based on legacy data. This step is the foundation of the entire conversion. This must be done before proceeding with any further steps. Provider will provide a Mapping Template workbook. Note: this step uses the very first tab in the workbook, "Permit History" tab. County: 1. The County (jointly between Legacy SME and Developer) must determine "record types" in legacy system to convert/map

			 over that relate to the records in scope of this project. In the Mapping Template > Permit History spreadsheet, the County indicates the legacy table that contains these base records. The County developers will use the Permit History tab in the spreadsheet to write the base record extraction script. Execution of the script will extract from legacy system and load into the Permit History Staging Table.
3	 Extraction for base record properties: Address and parcel Application comments Related records (Parent/child relation between applications) People associated with the record (Contacts, Licensed Professionals and Property Owners) Basic workflow data (Issue Date and Closed Date of application) Application status Activities (e.g., phone calls, general notes and other similar types of data) 	County	THIS CAN OCCUR BEFORE CONFIGURATION IS FINAL. IT IS DRIVEN BASED ON LEGACY DATA. County: 1. Using the Mapping Template workbook, County (jointly between Legacy SME and Developer) completes the remaining tabs for each extraction item listed. 2. The County developers use the table/database names in the spreadsheet to write extraction scripts for the items bulleted here. 3. Each script can be executed separately to extract each bulleted area from the legacy system and load into the applicable Standard Staging Table(s). Notes/considerations: Identify parcel information on the record and identify the address elements. County may need to parse the address record/translate data like street direction, street suffix and other similar elements. General application comments would not include comments for Inspections, Payments, or other related data types. Activities data is not always found in the legacy system. Internal Note: Mapping Template is used for mid to larger engagements. It offers place to indicate business rules. County can review to ensure all are covered. Is a means for us to determine level of effort and refer back to.
4	Installation and Training on Provider Data Mapping Tool	Provider	Provider will provide pre-requisites and instructions for the Provider to install the Data Mapping Tool. County will install the tool on a local workstation. Provider will conduct training for the Provider on use of the Provider Data Mapping Tool.

5	Provider Data Mapping	County	County: Using the Provider Data Mapping Tool , the County performs a crosswalk exercise to populate the Mapping Tool's translation tables. For Base Information, crosswalk is done for Record Types, Record Statuses, Contacts and Licensed Professionals.
6	Provide legacy data and mappings	County	County to provide copy of the applicable standard map tables and completed data mapping project.
7	Run conversion	Provider	Provider runs the conversion to load the data into the conversion environment.
8	Review of data	County	County verifies in the conversion environment that the data is loaded correctly. County notifies Provider team of any items that did not convert correctly.
9	Issue resolution	County / Provider	County and Provider review logged issues to determine root cause and assign appropriate party to resolve the issue.

2 - CUSTOM FIELDS AND INSPECTIONS

The second area focuses on inspections and the associated checklist and conditions. In addition, the scripting of the custom fields and custom lists will be covered during this period.

These tasks require a County Legacy SME, Developer, and Business SME. Provider recommends a minimum of two County resources to work on custom field and custom list scripting tasks. One resource will complete the tasks listed below except for the task for custom fields and custom lists.

Seq	Task	Responsible Party	Description
1	Training on the below activities	Provider	Provider will provide an overview of the data to be migrated in this iteration. The overview will involve training on how to script the custom field extraction, and Provider will provide a generic script to support the County.
2	Identification and extraction of the legacy attributes for the custom fields	County	THIS MUST OCCUR AFTER CONFIGURATION IS COMPLETED and APPROVED. Provider will provide a "Provider Record Type" workbook with the custom fields for the current record types configured in Provider. County: 1. Using the Provider Record Type workbook, County (jointly between Legacy SME, Developer and Business SME) will utilize the spreadsheet to map out the data and provide any translation rules.

			 County Developer writes custom scripts to create custom views. Provider: Provider will connect custom views to the Provider Data Mapping Tool. Once these views are connected, we can proceed to the Crosswalk step. Note: the Provider Record Type workbook starts with the Provider configuration. If there are historical/legacy fields not configured in Provider, the team needs to determine a solution for converting those or decision to not convert those.
3	Extraction of the inspection data	County	County: 1. The County (jointly between Legacy SME, Developer and Business SME) must determine "inspection types" in legacy system to convert/map over that relate to the inspection types configured in Provider. In the Mapping Template > Permit Insp spreadsheet, the County indicates the legacy table that contains these inspection records. 2. The County developers will use the Permit Insp tab in the spreadsheet to write the inspection type extraction script. 3. Execution of the script will extract inspections from the legacy system and load into the Permit Insp Staging Table.
4	Guide Sheets / Checklists	County	If Guide Sheets (aka Checklists) are required, the County will utilize a similar process as described in the above step for Inspections.
5	Conditions/Condition of Approval	County	Conditions are part of the base record process but must be done after configuration is completed and approved. The County will follow the same process as the "Extraction for base record properties" step.
6	County Data Mapping	County	County: Using the Accela Data Mapping Tool, the County performs a crosswalk exercise to populate the Mapping Tool's translation tables for inspections and custom fields.
7	Provide legacy data and mappings	County	County to provide copy of the applicable standard map tables and completed data mapping project.
8	Run conversion	Provider	Provider runs the conversion to load the data into the conversion environment.
9	Review of data	County	County verifies in the conversion environment that the data is loaded correctly. County notifies Provider team of any items that did not convert correctly.

10	Issue resolution	County /	County and Provider review logged issues to
		Provider	determine root cause and assign appropriate
			party to resolve the issue.

3 - FEES AND PAYMENTS

This section outlines the requirements for the migration of fees and payments. A single resource is sufficient to complete these tasks.

Seq	Task	Responsible Party	Description
1	Extraction of the fee and payment data	County	 County: The County (jointly between Legacy SME, Developer and Business SME) must determine fees and payments in legacy system to convert/map over that relate to the fee types configured in Provider. In the Mapping Template spreadsheet, the County indicates the legacy data that contains the fee and payment information. The County Developers will use the spreadsheet to write the fee and payment extraction scripts. Execution of the scripts will extract the fee and payment data from the legacy system and load into the applicable Standard Staging Table(s).
2	Provider Data Mapping	County	County: Using the Provider Data Mapping Tool , the County performs a crosswalk exercise to populate the Mapping Tool's translation tables for fees.
3	Provide legacy data and mappings	County	County to provide copy of the applicable standard map tables and completed data mapping project.
4	Run conversion	Provider	Provider runs the conversion to load the data into the conversion environment.
5	Review of data	County	County verifies in the conversion environment that the data is loaded correctly. County notifies Provider team of any items that did not convert correctly.
6	Issue resolution	County / Provider	County and Provider review logged issues to determine root cause and assign appropriate party to resolve the issue.

4 – WORKFLOW

This section will cover the remaining items for workflow as well as the migration of the custom fields.

Seq	Task	Responsible Party	Description
1	Extraction of the workflow data	County	 County: The County (jointly between Legacy SME, Developer and Business SME) must determine the workflow tasks in legacy system to convert/map over that relate to the workflow tasks configured in Provider. In the Mapping Template spreadsheet, the County indicates the legacy data that contains the workflow information. The County Developers will use the spreadsheet to write the workflow scripts. Execution of the scripts will extract the workflow data from the legacy system and load into the applicable Standard Staging Table(s).
2	Provider Data Mapping	County	County: Using the Provider Data Mapping Tool , the County performs a crosswalk exercise to populate the Mapping Tool's translation tables for workflow.
3	Provide legacy data and mappings	County	County to provide copy of the applicable standard map tables and completed data mapping project.
4	Run conversion	Provider	Provider runs the conversion to load the data into the conversion environment.
5	Review of data	County	County verifies in the conversion environment that the data is loaded correctly. County notifies Provider team of any items that did not convert correctly.
6	Issue resolution	County / Provider	County and Provider review logged issues to determine root cause and assign appropriate party to resolve the issue.

EXHIBIT B BUSINESS LICENSE IMPLEMENTATION INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. Format/Time: PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within ten (10) business days after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. <u>Best Key Rating</u>: COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. <u>Owner Coverage</u>: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability/Cyber Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. <u>Endorsement/Cancellation</u>: PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. *Policy number must be referenced on endorsement or the form number must be referenced on certificate.*
- E. <u>Deductibles</u>: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. If the deductible is "zero" it must still be referenced on the certificate.
- F. <u>Aggregate Limits</u>: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. Commercial General Liability: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
- H. Automobile Liability: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and used for the performance of services under this Contract. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
- I. Professional Liability/Cyber Liability: PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.

PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- 1. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.
- J. <u>Workers' Compensation</u>: PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. <u>Failure to Maintain Coverage</u>: If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. Additional Insurance: PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. <u>Damages</u>: PROVIDER is required to remedy injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. <u>Cost</u>: PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. <u>Insurance Submittal Address</u>: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. <u>Insurance Form Instructions</u>: The following information <u>must</u> be filled in by PROVIDER'S Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.
 - 2. PROVIDER'S name, complete address, phone and fax numbers.
 - 3. Insurance Company's Best Key Rating
 - 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products Completed Operations Aggregate (\$2.000,000)
 - 5. Automobile Liability
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 - 6. Worker's Compensation
 - 7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
 - 8. Cyber Liability (Per Claim)
 - 9. Description: CBE Number 606219-22 and Business License Implementation (must be identified on the initial insurance form and each renewal form).

10. Certificate Holder:

Clark County, Nevada c/o Purchasing and Contracts Division Government Center, Fourth Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217

11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER		CONTACT NAME:							
1.	INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No:j) BI	ROKER'S FAX NUMBER					
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS							
		INSURER(S) AFFORDING C	OVERAGE	NAIC #					
INSURED		INSURER A:		3.					
_ A	PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER B:	160	Company's					
		INSURER C:	W. A	Best					
		INSURER D:	A COLOR	Key Rating					
		INSURER.E:	A.						
		INSURER F	A						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)		LIMITS		
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENC	DE	\$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY			B AN A						
	CLAIMS-MADE X OCCUR	Day.		E. 100	4					
		X	Day.	15 100			PERSONAL & ADV	INJURY	\$(G)	1,000,000
		D.	4	P B A.			GENERAL AGGREG	SATE	S(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			- Carlotte			PRODUCTS - COM	P/OP AGG	\$(1)	2,000,000
	POLICY X PROJECT LOC	1	la.	1000			DEDUCTIBLE MAXI	MUM	\$	25,000
5.	AUTOMOBILE LIABILITY		1	(1)	(K)	(L)	COMBINED SINGLE (Ea accident)	LIMIT	S(M)	1,000,000
	X ANY AUTO	Sec.		(b)			BODILY INJURY (Pe	er person)	s	
	ALL OWNED AUTOS	X	Glan.				BODILY INJURY (Pa	er accident)	s	
	SCHEDULED AUTOS		4				PROPERTY DAMAG	E (Per accident)	s	
. 1	HIRED AUTOS								\$	
All	NON-OWNED AUTOS						DEDUCTIBLE MAXI	MUM	\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS	OTHER	s	
100	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER-EXCLUDED?	N/A					E.L. EACH ACCIDENT		s	
- 4	(Mandatory in NFI) describe under						E.L. DISEASE - E.A. EN	IPLOYEE	s	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY	LIMIT	\$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE		S(Q)	1,000,000
8.	CYBER LIABILITY			(R)	(S)	(T)	LIMIT (PER OCCUR	RENCE)	\$(U)	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. CBE NO. 606219-22; BUSINESS LICENSE IMPLEMENTATION

10. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER:	COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA C/O PURCHASING & CONTRACTS DIVISION 500 S. GRAND CENTRAL PKWY 4TH FL PO BOX 551217 LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.