



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Brandon Tolle
Contact Phone: (850) 879-2166
Contact Email: btolle@accela.com
Quote ID: Q-24379
Valid Through: 9/30/2021
Currency: USD

Order Form

Address Information

Bill To:

Clark County, Nevada
500 S. Grand Central Parkway
P.O. Box 551741
Las Vegas, Nevada 89155-1741
United States

Billing Name: Nadia Hansen
Billing Phone: 702-460-6278
Billing Email: nadia.hansen@clarkcountynv.gov

Ship To:

Clark County, Nevada
500 S. Grand Central Parkway
Las Vegas, Nevada 89155-1741
United States

Group1

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 1	9/30/2021	9/29/2022	12	\$1,001.82	600	\$601,093.44
> Accela Building - SaaS	Year 1	9/30/2021	9/29/2022	12	\$0.00	600	\$0.00
> Accela Planning - SaaS	Year 1	9/30/2021	9/29/2022	12	\$0.00	600	\$0.00
> Accela Business Licensing - SaaS	Year 1	9/30/2021	9/29/2022	12	\$0.00	600	\$0.00
Enhanced Reporting Database (with SaaS quote)	Year 1	9/30/2021	9/29/2022	12	\$48,095.00	1	\$48,095.00
Group1 TOTAL:							\$649,188.44

Group2

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Preferred Support	Year 1	7/30/2022	9/29/2022	2	\$85,000.00	1	\$14,166.66
Group2 TOTAL:							\$14,166.66

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 2	9/30/2022	9/29/2023	12	\$1,016.85	600	\$610,109.85
> Accela Building - SaaS	Year 2	9/30/2022	9/29/2023	12	\$0.00	600	\$0.00
> Accela Planning - SaaS	Year 2	9/30/2022	9/29/2023	12	\$0.00	600	\$0.00
> Accela Business Licensing - SaaS	Year 2	9/30/2022	9/29/2023	12	\$0.00	600	\$0.00
Enhanced Reporting Database (with SaaS quote)	Year 2	9/30/2022	9/29/2023	12	\$48,816.42	1	\$48,816.42
Preferred Support	Year 2	9/30/2022	9/29/2023	12	\$86,275.00	1	\$86,275.00
TOTAL:							\$745,201.27

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 3	9/30/2023	9/29/2024	12	\$1,032.10	600	\$619,261.49
> Accela Building - SaaS	Year 3	9/30/2023	9/29/2024	12	\$0.00	600	\$0.00
> Accela Planning - SaaS	Year 3	9/30/2023	9/29/2024	12	\$0.00	600	\$0.00
> Accela Business Licensing - SaaS	Year 3	9/30/2023	9/29/2024	12	\$0.00	600	\$0.00
Enhanced Reporting Database (with SaaS quote)	Year 3	9/30/2023	9/29/2024	12	\$49,548.67	1	\$49,548.67
Preferred Support	Year 3	9/30/2023	9/29/2024	12	\$87,569.13	1	\$87,569.13
TOTAL:							\$756,379.29

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 4	9/30/2024	9/29/2025	12	\$1,047.58	600	\$628,550.41
> Accela Building - SaaS	Year 4	9/30/2024	9/29/2025	12	\$0.00	600	\$0.00
> Accela Planning - SaaS	Year 4	9/30/2024	9/29/2025	12	\$0.00	600	\$0.00
> Accela Business Licensing - SaaS	Year 4	9/30/2024	9/29/2025	12	\$0.00	600	\$0.00
Enhanced Reporting Database (with SaaS quote)	Year 4	9/30/2024	9/29/2025	12	\$50,291.90	1	\$50,291.90
Preferred Support	Year 4	9/30/2024	9/29/2025	12	\$88,882.67	1	\$88,882.67
TOTAL:							\$767,724.98

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 5	9/30/2025	9/29/2026	12	\$1,063.30	600	\$637,978.67
> Accela Building - SaaS	Year 5	9/30/2025	9/29/2026	12	\$0.00	600	\$0.00
> Accela Planning - SaaS	Year 5	9/30/2025	9/29/2026	12	\$0.00	600	\$0.00
> Accela Business Licensing - SaaS	Year 5	9/30/2025	9/29/2026	12	\$0.00	600	\$0.00
Enhanced Reporting Database (with SaaS quote)	Year 5	9/30/2025	9/29/2026	12	\$51,046.28	1	\$51,046.28
Preferred Support	Year 5	9/30/2025	9/29/2026	12	\$90,215.91	1	\$90,215.91
TOTAL:							\$779,240.86

Pricing Summary

Period	Net Total
Year 1	\$ 663,355.10
Year 2	\$ 745,201.27
Year 3	\$ 756,379.29
Year 4	\$ 767,724.98
Year 5	\$ 779,240.86
Total	\$ 3,711,901.50

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form will be governed by the Subscription Services Agreement #CBE605880-21, executed between the Parties on or about September 30, 2021.
3. All Software Licenses, Maintenance, and Subscription purchases are only cancelable in accordance with Agreement #CBE605880-21.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

Enhanced Reporting Database Policy

This Accela Enhanced Reporting Database policy is an agreement between you ("You" or "Your") and Accela, Inc. ("Accela"). The Accela Enhanced Reporting Database ("Reporting Database") license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database ("Transaction Database"). In addition to the terms and conditions of the applicable Master Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the TransactionDatabase.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is white listed by Accela. If You attempt to Access the Reporting Database from a non- white listed IP addresses, your access will be denied. IP addresses can be added or removed by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela's SaaS solution hosted in Accela's Azure environment.
6. Reporting database will be supported per Accela's standard SaaS Service Level Agreement ("SLA"). Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's SaaS environment even if they are interfacing with the Reporting Database.
7. Reporting Database will have the following usage limits and guidelines. Should You exceed these limits, Accela cannot guarantee support for standard SLAs for the Reporting Database.
 - a. A maximum of 17 queries per hour.
 - b. A single query execution should not be longer than 2 minutes. Under 30 seconds is recommended.
 - c. Whenever possible, the query construction should have an efficient access plan, leveraging indexes and avoiding multiple table scans.
 - d. A full database sync should be performed during non-business hours and should not exceed one time per week.
 - e. Daily incremental updates should be performed during non-business hours and should adhere to Accela best practices.
8. Accela reserves the right to interrupt any session that is running against the Reporting Server if, in its sole discretion, the session is deemed to impact the availability or stability of the system.

Signatures

Accela, Inc.

Customer

Signature:

DocuSigned by:
Aaron Haggarty
A04499D928344D8...

Print Name:

Aaron Haggarty

Title:

Chief Legal Officer

Date:

8/25/2021

Signature:

Print Name:

Title:

Date:

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this “**Agreement**”) is entered into as of September 30, 2021 by and between Accela, Inc. and the entity identified in such Order (“**Customer**”).

1. DEFINITIONS.

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

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

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

1.4 “**Consulting Services**” means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is attached herein as **Exhibit A**.

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

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

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

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

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

1.10 “**Service Availability Policy**” means the Service Availability and Security Policy attached herein as **Exhibit B**.

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

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

1.13 **“Support Services”** means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at **Exhibit C**.

1.14 **“Subscription Period”** means the duration of Customer’s authorized use of the Subscription Services as designated in the Quote ID: Q-22059.

1.15 **“Cardholder Data”** means a unique payment card number that identifies the issuer and the particular cardholder account, and any security-related information used to authenticate cardholders and/or authorize payment card transactions.

2. USAGE AND ACCESS RIGHTS.

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

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

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. Any additional hours requested will be identified via amendment to this Agreement. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy, attached herein as **Exhibit A**. 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, found at <http://www.gsa.gov/portal/category/21287>. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about

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

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

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

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due within forty-five (45) calendar days after receipt of an accurate invoice; in the event Customer identifies an inaccuracy during Customer review, Customer will notify Accela of such disputed inaccuracy as soon as practicable. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding.

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

4. CONFIDENTIALITY. As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was

known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; (iv) was independently developed by the receiving party; or (v) as required by Nevada law. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information (per NRS 603a or any other applicable Nevada law) except as permitted herein, to the extent authorized by Nevada law and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, including Nevada law, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA.

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

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

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

6. WARRANTIES AND DISCLAIMERS.

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

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

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

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

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

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED TWO MILLION DOLLARS (\$2,000,000). EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. Accela shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff, or other individuals. Accela agrees to comply with the applicable provisions of NRS Chapter 603A and shall be solely responsible for any liabilities, fines, or penalties and the like arising exclusively from Accela's failure to comply with the security requirements therein.

Accela acknowledges and agrees to be responsible for the security of Cardholder Data which Accela possesses or otherwise stores, manages, processes or transmits on behalf of Customer hereunder or the extent that Accela negatively impacts the security of the Customer's Cardholder Data and, subject to the Limitation of Liability set forth in Section 8 of this Agreement, Accela shall be solely responsible for any liabilities, fines, or penalties arising exclusively from Accela's failure to comply with the foregoing Cardholder Data requirements.

Accela will, upon request by the Customer in writing but not more than once annually, deliver to Customer (1) a current Attestation of Compliance for Payment Card Industry Data Security Standards ("PCI DSS"); (2) a sanitized data flow diagram showing send and receive flows for credit card transactions processed through Accela payment adapter services; and (3) participation in a call with the Customer's PCI Qualified Security Assessor, to support the Customer's annual Report on Compliance reporting requirements to the payment card brands through their merchant bank.

10. Reserved.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on September 30, 2021, and shall continue in full force and effect until September 29, 2026.

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

11.3 Termination or Suspension.

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

11.3.2 Termination for Non-Appropriation. As a local governmental entity, Customer is subject to the requirements of NRS 244.230 and 354.626, which require the County to budget annually for its expenses and which prohibit the County from obligating itself to expend money or incur fixed liabilities in excess of amounts appropriated. Possible future expenses for services are subject to the County's annually approved budgeted appropriations.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within ninety (90) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file provided that Customer pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed.

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

12. GENERAL.

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

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

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and

Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Assignment. Neither Party may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Accela shall not in any manner advertise or publish the fact that it has furnished or contracted to furnish Clark County with the goods or services herein mentioned without prior written consent of the Purchasing Department.

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

12.7 Non-Discrimination/Public Funds. The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. Accela acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. Accela 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, Customer may declare Accela in breach of the Contract, terminate the Contract, and designate Accela as non-responsible.

12.8 Companies that Boycott Israel. Accela certifies that, at the time it submitted its agreement, 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.

12.9 Insurance. See Exhibit E.

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

ACCELA, INC.

Signature:  A04499D928344D8...

Name: Aaron Haggarty

Title: Chief Legal Officer

Date: 8/25/2021

CUSTOMER: CLARK CO, NEVADA

Signature: _____

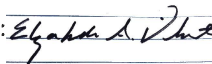
Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By:  _____

ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A
CONSULTING SERVICES POLICY

EXHIBIT A

Accela, Inc.

Consulting Services Policy

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

Consulting Services Covered

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

Performance of Services

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

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

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

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

Privacy

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

Supplemental Terms

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

EXHIBIT B
SOFTWARE AVAILABILITY AND SECURITY POLICY



EXHIBIT B

Accela Availability and Security Policy

Service Availability:

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

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer at least forty-eight (48) hours of any standard maintenance and at least twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business-hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- c. Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.
- d. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- e. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- f. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

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

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

Notes:

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

Service	Availability	Percentage of Monthly Service Fees Credited
>99.9%		0%
99% -	< 99.9%	10%
95.0% -	< 99.0%	20%
90.0%	< 95.0%	25%
80.0% -	< 90.0%	40%
70.0% -	< 80.0%	50%
60.0% -	< 70.0%	60%
<	< 60%	100%

Customer Account Login:

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

Accela SaaS Service Delivery:

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

EXHIBIT C
SOFTWARE SUPPORT SERVICES POLICIES

EXHIBIT C

Accela, Inc.

Consolidated SaaS Support Policies

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

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

Policy 1

Accela, Inc. Standard SaaS Support Services Policy Dated: December 7, 2020

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

General Requirements and Hours of Operation

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

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

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

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

Your Agency Contacts will be responsible for:

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

Agency will ensure Agency Contacts:

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

Submitting a Case: Agency Contacts may submit cases via:

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

Updates

Updates may address security fixes, applicable critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela will keep current with all underlying platform currency and including security patches. All vulnerabilities with a CVE score of medium or above will be resolved. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

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

Upgrade/Downgrade of Severity Level

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

Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

Third Party Product Support

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

Exclusions

The following Support Exclusions are not covered by this Support Policy:

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

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

Error Classification

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

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

Target Initial Response Time.

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

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

^a Initial response times are including M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

Policy 2

Accela, Inc. Preferred SaaS Support Policy Dated: December 7, 2020

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

General Requirements and Hours of Operation

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

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

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

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

Your Agency Contacts will be responsible for:

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

Agency will ensure Agency Contacts:

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

Submitting a Case: Agency Contacts may submit cases via:

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

Updates

Updates may address security fixes, applicable critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela will keep current with all underlying platform currency and including security patches. All vulnerabilities with a CVE score of medium or above will be resolved. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

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

Upgrade/Downgrade of Severity Level

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

Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

Third Party Product Support

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

Named Technical Support Advisor

Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customers system and provide oversight for any support cases created with Accela. They will also facilitate the following:

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

Monthly APO Data Loads

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

Exclusions

The following Support Exclusions are not covered by this Support Policy:

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

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

Error Classification

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

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

Target Initial Response Time.

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

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

^aInitial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.

EXHIBIT D

STATEMENT OF WORK

Accela SaaS Migration

Clark County, NV.

Exhibit D

06/28/2021

Version 1.5

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
3/18/21	JWinkel	1.0	SOW Created
5/20/21	JWinkel	1.1	County Redlines processed
6/7/21	JWinkel	1.2	Added additional round of UAT.
6/18/21	JWinkel	1.3	Performance Testing items added.
6/22/21	BWeber	1.4	Revisions Accepted/Adjusted
6/24/21	BWeber	1.5	Final revisions

INTRODUCTION

This Statement of Work ("SOW") dated 6/28/21 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to Clark County, NV. ("Agency" or "Customer").

This SOW is governed by the Subscription Services Agreement executed between the Parties on September 21, 2021 (the "Agreement"). In the event of any conflict between the Agreement and this SOW, the terms of the Agreement shall govern.

EXECUTIVE SUMMARY

The objective of this service is to migrate the Customers on-premise instance of the Accela Civic Platform to Accela SaaS. Additional services include the following:

- Upgrade the Civic Platform to the latest version
- Upgrade master scripts to version 3.0
- Migrate system to the Accela Azure platform

The estimated duration of this project is 9 months.

WORK DESCRIPTION

CORE SAAS MIGRATION SERVICES

1. Core Configuration Migration for Three Environments (Dev, Test, Production)
 - a. Project management and planning
 - b. Accela Civic Platform and DB migration and upgrade to the most current SaaS version
2. Report and Batch file migration
 - a. Migrate 485 reports
 - b. Remediate issues due to previous use of custom objects. All functionality will remain the same.
3. xAPO Configuration
4. Interface Migration
 1. GIS
 2. File360
 3. CyberSource
 4. Staff Reports
 5. ePermit Hub
 6. SeeClickFix
 7. Selectron IVR
 8. Bulk Inspection Scheduling
 9. Okta
 10. QuickPay
 11. Fee Calculator Estimator
 12. State Contractor File
5. Migration Testing

- a. One run of automated testing tool is performed on each environment. Accela will provide a copy of the test reports to Agency.
6. Setup of Enhanced Reporting Database
7. Accela will provide impact on existing reports.

PROJECT MANAGEMENT AND OVERSIGHT

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

Accela Responsibilities:

Provide overall Accela project management support throughout implementation, included:

- Project document management via SharePoint. This repository will be accessible to all County team members.
- Participate in project status meetings with Agency and Client stakeholders to review the projects status, risks, issues, change requests, as needed to review Accela tasks and status
- Conduct weekly plan review with Agency Project Manager to include:
 - Complete, in progress and pending items
 - Hours consumed against forecasted hours
 - Recently completed items
 - Issues and issue resolutions
- Weekly updated Project Plan
- Resource Management
- Executive project oversight and Accela quality assurance

MIGRATION KICKOFF

PLAN REVIEW

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

Agency:

- Agency Project Sponsor
- Project Manager
- Technical Lead

Accela:

- Regional Director
- Project Manager
- Migration Architect

Accela Responsibilities:

- Communicate the Accela Implementation Methodology that will be used by Accela to deliver services.

- Creation of Project Management Plan and provide a copy to Agency
- Review the project tasks and submitted Project management plan.

Agency Responsibilities:

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

PROJECT SCHEDULE

This task is comprised of actions required to complete the project schedule to track progress of the project throughout the engagement.

Accela will perform the following tasks:

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

Accela Responsibilities:

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

Agency Responsibilities:

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

PROJECT MANAGEMENT PLAN

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

Accela Responsibilities:

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

Agency Responsibilities:

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

PROJECT KICKOFF MEETING

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

Accela Responsibilities:

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

Agency Responsibilities:

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

Primary tasks for this migration include:

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

REPORT MIGRATION

Accela will remediate the use of custom objects for (485) SSRS reports. Accela will remove dependencies of database customizations as necessary. Report format and output will not be changed.

BATCH FILE MIGRATION

Accela will remediate the use of custom objects in batch files. Accela will remove dependencies on database customizations as necessary.

INTEGRATIONS

Accela will work with the Agency in configuring with the following integrations for the SaaS environment and will log any changes made to integration code.

- GIS
- File360
 - Objective is to move documents from Accela to staging area to queue documents for File360
 - The objective of the interface will be to send documents from the queue to File360 every 5 minutes, however File360 is a 3rd party product and no acceptance criteria will be dependent on this 3rd party product. If File360 product is not responding or down, the documents will remain in the staging area.
- CyberSource
- Staff Reports
- ePermit Hub
- SeeClickFix

- Selectron IVR
- Bulk Inspection Scheduling
- QuickPay
- Okta
- State Contractor File
- Fee Calculator Estimator

XAPO CONFIGURATION

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

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

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

MASTER SCRIPT UPGRADE

Accela will convert all the Agency's EMSE scripts from standard-choices to pure JavaScript. We will identify scripts that are called multiple times and convert them to functions. Accela will assist with moving converted scripts to a source code control system, as defined by the Agency. Customizations will be identified and secured in a reusable library (INCLUDES_CUSTOM script). Any code changes will be checked in with commentary.

Accela will deploy the new scripts and resolve issues with the conversion. Finally, we will perform a review of the script code and resolve any potential logic or performance issues.

REGRESSION TEST PLAN

Regression Testing to be performed after master script upgrade, report migration, integration remediation, and batch file remediations. Accela will provide Agency with a project schedule detailing the start and finish dates for the master script upgrade, report migration, integration remediation, and batch file remediation and testing distinct phases.

Testing includes the following distinct phases:

1. Initial Test – a timeboxed phase where the Agency runs through every test script and logs all issues in the issue tracker. Accela will track, assign, and manage reported issues in the issue tracker. Accela will provide Agency access to the issue tracker system.
2. Issue Remediation – a time for Accela to assign, track, and remediate all Critical and High issues found during Initial Test.

3. Remediation Testing – the phase where the Agency validates that all Critical and High issues have been resolved. Accela will schedule and facilitate a weekly defect review meeting with Agency to review status of issues reported by both Accela and Agency.

Issue Resolution Sequence

After an issue is discovered, it will be prioritized and assigned to a team member for resolution. The issue will be remediated in the DEV environment and unit tested. If it passes testing, it will be logged in the tracking system and promoted to the TEST environment. Once in TEST, the Agency will perform remediation testing. If it passes remediation testing, the issue will be marked resolved. If the issue fails testing, it will be assigned back to the team member for resolution and the sequence is restarted.

Accela will provide and complete a Test Plan template to support the Agency's implementation. Accela and the Agency will jointly complete the Test Plan. The Test Plan shall include test and resolution methodologies, procedures, and defect tracking. Emphasis shall be on the testing of high-risk areas identified by both Accela and Agency. High Risk areas will include but not be limited to sub-system integration, master scripts, batch files, and interfaces to other data systems. Agency Testing will not commence until Agency has formally reviewed and approved the Test Plan. At a minimum, the test plan will include the following:

- Regression Testing process
- Identification of potential high-risk areas
- Test schedule
- Participants
- Items to be tested
- Items not to be tested
- How to report an issue
- Retesting of remediated issues
- Customers change control process
- Testing Procedure
- Testing Environment
- Testing Metric and Reporting
- Sign-off procedures

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

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

Test Cases

It is critical that the Agency devote ample time and attention to the development of their test cases. Accela recommends Agency leverage Standard Operating Procedures as the basis of test cases. **The Agency may find this as a good opportunity to update their Standard Operating Procedures in advance of developing test cases.** The Agency is responsible for creating and verifying all the test cases meet specific business needs. Test cases should confirm record creations, scripts, workflows, inspections, citizen access, mobility,

reporting, interfaces and areas within Accela used in normal business. Test cases must be validated by the Agency experts and within the scope of the project's tasks. Based on the developed test cases, the Agency is responsible for staffing appropriately so that the Regression testing activities will fit into the duration defined in the contract. Accela recommends Test Cases form the basis for the ongoing User Guide.

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

Accela Responsibilities:

- Conduct Regression testing Planning session(s) to tailor the Test Plan information to support the Agency.
- Participate with Agency to identify any gaps in test cases for high-risk areas of the application
- Work with Agency to define measurable checkpoints for the initial Regression testing training to ensure training is on schedule.

Agency Responsibilities:

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

DATABASE MIGRATION IN TEST ENVIRONMENT

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

Item	Task	Accela	Agency
1	Provide an updated backup of the database		x
2	Identify issues in the DB that will need to be addressed for successful migration to Accela SaaS.	x	
3	Develop SQL scripts to remediate all DB issues. If there are any issues that require changes to transaction data, they will be reviewed with the customer and a remediation plan agreed to by both parties and implemented before go-live.	x	
4	Perform the database migration (Accela, Jetspeed, AGIS, AMO and ADS databases as required) <ul style="list-style-type: none"> a. Copy database to Accela site conversion environment b. Execute preparation and remediation scripts; <ul style="list-style-type: none"> i. Drop any custom objects ii. Upgrade to SQL 2019 iii. Execute validation scripts to confirm the schema c. Import data from the MS SQL DB into Accela SaaS SQL instance 	x	

5	Copy DB back to on-premise and load in DB server (This is an optional step. Updated DB may be used for testing, report writing, etc.)		x
6	Provision tenant non-production instance in Accela SaaS	x	
7	Update environment specific test data in the databases	x	
8	Start Accela services and validate the system is functional	x	
9	Execute automated test suite to ensure proper system functionality	x	
10	Remediate any data issues that are found from the migration as long as the business or other County departments data daily process is not changed or impacted.	x	
11	Performs validation		x
12	Provide the customer with a backup of the revised SQL DB	x	
13	Test integrations <ul style="list-style-type: none"> a. Establish connectivity between on-premise systems and Accela SaaS b. Customer to adjust firewall rules and network topologies as necessary for connectivity to Accela SaaS in Azure as long as it does not violate PCI Compliance c. Repoint service endpoints to new URLs 		x
14	Environment validation and migration plan is completed	x	
15	Migrate and update SSRS reports <ul style="list-style-type: none"> a. Import reports into the Accela SaaS environment b. Update reports to remove dependencies on custom objects (stored procedures, functions) c. Optimize report SQL for the Accela SaaS database schema d. Facilitate customer testing and remediate any issues found resulting from migration 	x	
16	Remediate any data issues that found from the migration	x	
17	Update Production Data Conversion documentation	x	

ACCELA TESTING

Accela testing will include the following:

1. Demonstrate login to the Accela Civic Platform backoffice
2. Create one application in each module (up to 4 modules) both in the backoffice and Citizen Access and provide documentation of test results to Agency
3. Create a record using AGIS
4. Manually run one ad-hoc report and one custom report
5. Create an inspection in AMO or Accela Mobile apps. Result the inspection with an attachment.
6. Assign a Workflow Task and see it in the Task Dashboard
7. Upload a document to record if using Accela Document Service

REGRESSION TESTING

Regression testing is formal testing by the Agency to validate the SaaS system has not introduced new issues that did not exist in the existing on-premise implementation. Throughout the project, the Agency is

expected to test components of the system as they are migrated (i.e., configuration, reports, interfaces, etc.). Regression testing should focus on end-to-end testing of the Agency's full business processes as they would perform in production.

Before testing begins, Accela will conduct a half day remote training for the regression test team. The focus will be on the Oxygen UI.

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

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

Round 1	
Initial Testing	5 weeks
Remediation	1 week
Remediation Testing	3 weeks
Round 2	
Initial Testing	5 weeks
Remediation	1 week
Remediation Testing	3 weeks
Total Regression Test Duration	18 weeks

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

If the Agency does not devote adequate time and staffing to regression testing to completely test the solution, Accela may opt to postpone Go-live. Accela will work diligently with the Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

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

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

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

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

Performance Validation Testing

During UAT and at go live, Accela will schedule time to jointly run the following test cases. The timed results of test execution in the customers on-premise QA system will be logged. The same tests will be run in the SaaS SUPPORT environment. Equivalent tests must be within 15% of on-premise results to be successful. Each test will be performed 10 times with tests requiring success 90% of the time. If tests are not within parameters 90% of the time, a high severity defect will be created for each failed test case.

These criteria will also be performed at the time of go live, and the baseline will be the same time established in the on-premise QA environment.

Test Case 1

Execute the creation of the Fire Prevention/Construction/Suppression and Extinguishing/NA record. Time it takes to create the record from input form.

Test Case 2

Execute the Public Works Approved Bond Estimate report. Log time required from start until execution is complete.

Test Case 4

Saving data from bond tab. Log time required from start until save is complete.

Test Case 5

File360 interface will return document list. Log time to generate list when selecting document tab.

Test Case 6

Clear cache needs to propagate to all servers within 5 minutes. Cache clearance will be validating using two configuration items (script and standard choice):

1. Make a change to the text of an EMSE script file in Classic Admin.
2. Save the change.
3. Make a change to a dropdown list standard choice value.
4. Save the change.
5. Open the cache management portlet and clear all server caches.
6. Close browser; clear browser cache.
7. Login to classic admin on another node (verify node using version.jsp).
8. Open the script using Classic Admin and confirm that the change is reflected.
9. Open the standard choice dropdown using Classic Admin and confirm that the change is reflected.

Test Case 7

Staff reports generated and returned. Log time from start of process to end.

Accela agrees that the Agency will test the following items. Failure of these tests would be considered critical defects.

- Able to search on partial parcels
- Able to search on a parcel with or without dashes
- Able to search on partial address
- Able to search on partial owner
- ACA receipts will attach to record
- Communications generation through workflow will be the same as communication outside of workflow (text formatting, large character limit, attachments)
- Multiple documents can be downloaded from single record
- Batch jobs will run on schedule after a reboot without manual intervention

Output:

- Update DEV, TEST, and PROD environment to latest project team approved configuration code set and provide Agency with a documented copy of the approved configurations.
- Establish configuration and development freeze on TEST environment (prior to the first non-production migration run)
- Accela will stage regression test data in TEST environment (prior to regression test week 1)
- Initial Testing: Agency to execute all regression test cases. At the end of this period, Agency and Accela will develop and prioritize Regression Test Punch List to include Critical and High severity implementation defects as defined in Appendix A.
- Remediation: Accela to remediate and unit test Regression Test Punch List within the dev and test environments. Agency and Accela will perform limited regression testing within same environment and to confirm the Punch List items are resolved. The Regression Test Deliverable is deemed

accepted when Agency has verified the Punch List (Severity of Critical and High defects) have been addressed. Accela will provide Agency 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.
- Agency will maintain change log of reports/scripts that are changed within on premise environment and will be given simultaneous access to SaaS environments to make dual entry change

Accela Responsibilities:

- Support the Agency in regression testing execution, followed by completion of punch list defects.
- Resolution of Regression Test Punch List (Severity of Critical and High implementation defects found during regression testing). Medium and Low priority defects will be remediated as time allows.

Agency Responsibilities:

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

DEPLOY

GO-LIVE PLAN

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

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

- Send out communications of down services on the Accela environment and provide Agency with typical down time.
- Stop Production services (existing on-premise Accela version)
- Backup Production database
- Migrate Production database to Accela SaaS
- Make needed configuration changes to Azure database
- Point Production Accela Civic Platform software at migrated Production database
- Restart production services
- Accela team validation of all environments
- Perform smoke testing (verify the Accela Civic Platform is responding to users)

- Establish a Rollback Plan:
 - Backup of the Production data (Identify date and owner of this activity)
 - Turn-off current Accela Civic Platform services (existing Accela version)
 - Restore Production data
- Follow steps outlined in the Production Database Migration Document.
- Perform validation testing (verify the Accela SaaS instance is ready for use)
- Determine go-live ready or proceed with Rollback Plan
- Make environment available to end users.

PRODUCTION CUTOVER “GO LIVE”

Go-live is defined as the official date in which Accela Civic Platform migrates into SaaS production for daily Agency usage. This date will be agreed to by both Accela and the Agency after testing is complete. In the weeks prior to moving to Production, Accela will perform final data migrations, system validation, staff preparation assistance and training, and coordination of deployment.

Output:

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

Accela Responsibilities:

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

Agency Responsibilities:

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

DATABASE MIGRATION

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

Migration Steps:

Item	Task	Accela	Agency
1	Provide an updated backup of the database		x
2	Identify and remediate all issues in the DB that will need to be addressed for successful migration to Accela SaaS.	x	
3	Develop SQL scripts to remediate all DB issues. If there are any issues that require changes to transaction data, they will be reviewed with the customer and a remediation plan agreed to by both parties and implemented before go-live.	x	
4	4.3. Perform the database migration (Accela, Jetspeed, AGIS, AMO and ADS databases as required) a. Copy database to Accela site conversion environment b. Execute preparation and remediation scripts; i. Drop any custom objects ii. Upgrade to SQL 2019 iii. Execute validation scripts to confirm the schema c. Import data from the MS SQL DB into Accela SaaS SQL instance	x	
5	Provision tenant non-production instance in Accela SaaS	x	
6	Update environment specific test data in the databases	x	
7	Start Accela services and validate the system is functional i.e. login, search, create records, etc..	x	
8	Executed automated test suite to ensure proper system functionality	x	
9	Remediate any data issues that are found from the migration as long as the business or other County departments data daily process is not changed or impacted.	x	
10	Perform validation		x
11	Provide the customer with a backup of the revised SQL DB	x	
12	Test integrations a. Establish connectivity between on-premise systems and Accela SaaS b. Customer to adjust firewall rules and network topologies as necessary for connectivity to Accela SaaS in Azure as long as it does not violate PCI Compliance c. Repoint service endpoints to new URLs		x
13	Environment validation and migration plan is completed	x	
14	Migrate and update SSRS reports a. Import reports into the Accela SaaS environment b. Update reports to remove dependencies on custom objects (stored procedures, functions)	x	

	c. Optimize report SQL for the Accela SaaS database schema d. Facilitate customer testing and remediate any issues found resulting from migration		
15	Remediate any data issues that found from the migration	x	
16	Final go-live/roll back decision	x	x

Accela Responsibilities:

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

Agency Responsibilities:

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

GO-LIVE SUPPORT

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

TRAINING

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

POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA SUPPORT

This deliverable comprises the post-Go-Live support assistance that Accela will provide to address issues and provide consultative advice immediately following Go-Live. Accela will work with the Agency to address issues identified during this period and logged as Support Cases. This list will comprise issues directly related to the SaaS migration defined in this final service. Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of the project, cosmetic changes, and procedures related to using the Accela solutions.

Agency will take ownership of the production environment upon system go-live. To enable ownership of the production system, promote continued knowledge transfer, and provide the Agency with maximum flexibility to address not only high or critical defects not found during testing but also other desired

incremental system changes, Accela will provide Tier 3 support to address issues and provide consultative advice. The Agency performs the functions of Tier 1 and Tier 2 support.

Output:

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

Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components. For example:
 - Resolve with issues arising from database or report migration
 - Issue research
 - Escalation of issues that can't easily be resolved
- Assist with the identification, triage, and validation of issues
- Resolve issues that may arise related to the deliverables in this project
- Transfer ongoing support of the Agency to the Accela Customer Support program.

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring.
- Examples of issues the Agency is responsible for include: training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform.

ADMINISTRATION

PROJECT TIMELINE

The project is estimated to take **10.5 months**. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW. A detailed schedule will be developed during the Define stage in collaboration with Accela and Agency Project Manager. If Agency determines they cannot meet the timeframes estimated in this SOW, this will be escalated at the start of the project as discussion for change order.

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

PROJECTS PUT ON HOLD AND AGENCY DELAYS

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

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

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

Should the Agency become non-responsive to Accela communications for a term of 30 calendar days regarding continuance of the project work, Accela can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

PAYMENT TERMS

Accela will perform the Services on a Billing Milestone payment basis. Payments will be based on: (i) the nature and scope of the Services and associated Billing Milestones outlined, (ii) the expected staffing requirements, (iii) the Project Schedule, (iv) Accela's and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. After the Agency signs the Deliverable Acceptance Form, Accela will generate an invoice for the corresponding Deliverable payment.

Deliverable-based Assumptions:

- Deliverables will be documented in Accela-based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
- Initial Review: For deliverables turned over to the Agency, Agency will have 10 business days to conduct review of the deliverable. Upon delivery of feedback, Accela will complete the agreed upon updates. If no comments are provided at the end of the 10-day period, the deliverable will be submitted for final review and acceptance.
- Final Review and Acceptance: Upon completing any updates following the initial review period, Accela will deliver the final deliverable to the Agency for acceptance. Accela will provide the Agency with the Accela 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 Agency contact, as defined in the Project Management Plan, and delivered to Accela. The Agency has 10 business days to perform a final review on the deliverable and to sign off on the Deliverable Acceptance form. In order to keep on schedule, if no comments are provided at the end of the 10-day period, the deliverable is deemed approved.
- Agency agrees to assign a single designated approver for each project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Accela a minimum of one week before a deliverable is due.

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

Deliverable #	Deliverable	Acceptance Criteria	Deliverable Amount
1	Project Kickoff	Project Kickoff meeting has been conducted	\$20,000
2	Master Script Upgrade	Upgrade completed	\$30,000
3	Database Migration to Test Env.	Upgrade complete	\$60,000
4	Accela Testing	Smoke test complete	\$20,000
5	Regression Test Remediation	Support for regression testing and remediation	\$70,744
6	Regression Test Completion	Completion of regression testing	\$68,216
7	Migration Specific Admin Training	Completion of training per the scope	\$10,000
8	Final Conversion and Cutover/ Go Live	<ul style="list-style-type: none"> • Production system is available for daily use by the Agency. • All critical and high severity issues have been remediated. 	\$72,000

9	Transition to Customer Support	Delivery of 1 month of post-production stabilization support	\$75,000
	TOTAL DELIVERABLES COST		\$425,960

1. Each invoice received by COUNTY must include a Deliverable Acceptance Form representing County signed completion of deliverable and corresponding milestone.
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.

EXPENSES

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

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of \$200per hour. Accela will continue performing the services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order must be agreed to by Accela and Agency prior to commencing any activities defined in the change order.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Agreement within sixty (60) calendar days of issuance of a Purchase order based upon this SOW by the Agency. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

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

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

NOT INCLUDED

- Accela will not be developing or creating additional reports, interfaces, record types and workflow processes that were not included in the scope of this migration project during post deployment support.
- Updates to business processes
- Development of test scripts are not in scope of the project.
- Development of custom training materials are not in scope of the project.
- Pre-existing defects will not be in this scope unless specifically identified
- Accela is not migrating the database customizations (i.e., custom stored procedures, functions, views, etc). Accela will remediate dependencies on custom database objects.

ASSUMPTIONS

GENERAL SCOPE ASSUMPTIONS

- Accela will ensure that all functionality in the on premise solution will be replicated or functionally equivalent in the new migrated environment.
- Scope of the Project is based on discovery sessions with Agency prior to the SOW development.

PROJECT RESOURCING ASSUMPTIONS

- Resources expected by the Agency and Accela are listed in Appendix B.
- Accela personnel will attend Agency executive steering committee meetings, either in-person or remotely.
- In the pricing, Accela has assumed the appropriate resourcing to ensure success for the scope outlined. Additional support requested by Agency over this level of resourcing would necessitate a Change Order that could impact the cost of the project.
- Accela personnel will not be required to provide services on-site if doing so would put Accela personnel at actual or potential risk, as determined at Accela's sole discretion.
- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.
- When the project team works onsite at an Agency facility, suitable workspace will be provided and equipped with appropriately functional and usable desktop workstations, phones, network access to and connectivity with all systems, networks, and data as necessary to perform the project. Agency will also provide necessary security badges, parking passes as required.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against one (1) agreed upon version of the 3rd party system.

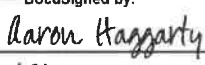
- Accela personnel will not change without 30-day advanced notice to Agency. Accela will provide details on each candidates' experience and Agency will approve before any Accela personnel begin.

SIGNATURES

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

ACCELA, INC.

Clark County, NV.

DocuSigned by:


Authorized Signature

Aaron Haggarty

Name - Type or Print

Chief Legal Officer

Title

8/25/2021

Date

Authorized Signature

Name - Type or Print

Title

Date

APPENDIX A: DEFECT DEFINITIONS

1. **Implementation Defect (Defect)** – Implementation Defects relate to elements configured or built as part of the project such as record configuration, workflow configuration, business rules/automations, custom interfaces, and reports. An issue is considered an Implementation Defect when the software is not behaving as per the approved software version (e.g., development stage complete). Data Conversion issues are considered Implementation Defects if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document, which will be made available to agency, and as executed in the previously approved final mock run.
2. **Product Defect** – Product Defects are errors due to unexpected behavior within the Accela Platform source code. A Product Defect cannot be resolved through configuration changes and requires a new product release or hotfix/patch.
3. **Non-Defect Issue Examples**
 - a. **Change** – Modifications or additions to the approved specification are considered changes. Examples include:
 - i. Changes to record configuration, new or changes to custom fields, changes to workflow configuration, new or changed expressions, new automation scripts, addition of business rules to existing automation script to account for previously un-documented exception cases or new requirements
 - ii. Addressing a Product Defect or product limitation via configuration changes (implementing a work around)
 - iii. New report or change to existing report format, queries, or business logic
 - iv. New interface or new transaction for existing interface or change to existing interface business logic
 - b. **New Requirement** – Previously undocumented business need driving additions or changes to the configuration is considered a new requirement
 - c. **Conversion Source Data Issue** – Data cleansing issues such as data that is incomplete, erroneously formatted, or misplaced due to data errors found in the source data set often lead to undesirable or unexpected product behavior or system errors
 - d. **3rd Party Product Issue** – Issues related to 3rd party system errors or results returned from a 3rd party system back to Accela through an interface. E.g., data in APO dataset is not up to date and causing errors in Accela or an error in the Financial system is leading to Accela transaction reconciliation problems
 - e. **Product Enhancement** – The Accela product does not 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 Agency infrastructure or environment settings (such as server hardware/software, network infrastructure, security software/settings, end user hardware/software)

Definition of Defect, Defect Severities

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

Severity Level	Description
Critical	<p>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.</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. The Address, Parcel, Owner search is not returning any results which means an Applicant or Staff cannot submit a record because the Parcel is required and requires validation with the Agency’s GIS system 2. An error is displaying when trying to select the submit button during Intake which is preventing the Record from being created. The error message is not providing any direction to the user other than contact your system administrator. 3. The Payment Interface is down which would not allow the online records from being created and the back-office staff would not be able to proceed with workflow due to business rules preventing the advance of workflow if there are outstanding fee due.
High	<p>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.</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. Fees are wrongly being applied to records based on business rules or configuration. The workaround would require business rules (scripts) to be disabled and staff would manually apply fees or staff voiding fees or refunding fees if duplication is occurring. 2. Notification going to citizens where the URL for the online portal, the Record ID, Decision, or attachments are missing. The workaround, Staff would take more calls around the notification received by the citizen. 3. Notification being sent to an incorrect contact on the record. The workaround, Staff would take more calls around the notification received by the citizen. 4. Incorrectly activating a workflow task status, for example where the task was not activated or based on business rules closing the workflow task. The workaround,

	<p>Supervisor would need to override the workflow task status to activate the correct workflow task to proceed with the application life cycle.</p> <ol style="list-style-type: none"> 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. 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	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing efficiency loss. Problem may be cosmetic and/or public facing.</p> <p>Examples:</p> <ol style="list-style-type: none"> 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. 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	<p>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.</p> <p>Examples:</p> <ol style="list-style-type: none"> 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 B: PROJECT RESOURCES

AGENCY RESOURCES

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

Agency Resources	Description
Project Sponsor	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Ultimate responsibility for the success of the project • Creating an environment that promotes project buy-in • Driving the project through all levels of the agency • High-level oversight throughout the duration of the project • Serving as the primary escalation point to address project issues in a timely manner
Project Manager	<ul style="list-style-type: none"> • Agency will provide a dedicated Project Manager throughout the course of the engagement. Responsibilities include: • Overall administration, coordination, communication, and decision-making associated with the implementation • Planning, scheduling, and tracking the implementation with Accela and across departments within the agency • Primary responsibility for the coordinating and scheduling of Agency employees and facilities in support of project activities. • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track
Division/Departmental Business Leads	<p>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.</p> <p>Responsibilities include:</p> <ul style="list-style-type: none"> • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration
Division/Departmental Subject Matter Expert (SME)	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Being trained on the Accela system at a System Administration level • Being fully engaged in the Business Analysis and system configuration activities • Assist internal efforts towards the creation of reports, interfaces & conversions

	<ul style="list-style-type: none"> Assist in the review and testing of the system configuration
Integration Developer	Responsibilities include: <ul style="list-style-type: none"> Understanding integration needs of Agency and build designs
Report Developer	Responsibilities include: <ul style="list-style-type: none"> Understanding reporting needs of Agency and build designs Write or amend reports as the Agency requirements determine

ACCELA RESOURCES

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

Accela Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including: <ul style="list-style-type: none"> Project plan management Change order management Issue log management and escalation Status reporting Project workspace management Resources management Work plan management Meetings management Project review with Project Executive
Implementation Consultant	The Lead Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for: <ul style="list-style-type: none"> Providing training/mentoring to agency staff Unit and functional testing
Training Consultant	<ul style="list-style-type: none"> Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.

APPENDIX C: DELIVERABLE ACCEPTANCE FORM

Deliverable Acceptance Form

Date:	
Agency Name:	
Approving Agency Manager:	
Accela Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	Amount

Agency agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

Signature and Acceptance

Approver Full Name

Signature

Title

Date

EXHIBIT E
INSURANCE REQUIREMENTS

EXHIBIT E

INSURANCE REQUIREMENTS

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

- A. **Format/Time:** Accela 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. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A-.VII or higher.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation and the Professional Liability/Cyber Liability policies. Accela's insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** Accela's general liability and automobile liability insurance policy shall be endorsed to recognize specifically Accela's contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance of cancellations. 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. **Deductibles:** 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. **Aggregate Limits:** 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, Accela 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, Accela 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 insurance claims for injuries to persons or damages to property which may arise from services rendered by Accela and **autos** 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. **Tech E&O & Cyber Liability:** Accela 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 claim. 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. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- J. **Workers' Compensation:** Accela 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 Accela that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that Accela 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. **Failure To Maintain Coverage:** If Accela fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order Accela to stop the work, declare Accela in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** Accela is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** Accela is required to remedy injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by Accela, their subcontractors or anyone employed, directed or supervised by Accela.
- N. **Cost:** Accela shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** 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. **Insurance Form Instructions:** The following information must be filled in by Accela's Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Accela 's name, complete address, phone and fax numbers.
 3. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 - (H) Products - Completed Operations Aggregate (\$2,000,000)
 4. Automobile Liability (Any Auto)
 - (I) Policy Number
 - (J) Policy Effective Date
 - (K) Policy Expiration Date
 - (L) Combined Single Limit (\$1,000,000)
 5. Worker's Compensation
 6. Cyber Liability (Per claim)
 7. Professional Liability
 - (M) Policy Number
 - (N) Policy Effective Date
 - (O) Policy Expiration Date
 - (P) Aggregate (\$1,000,000)
 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. 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

10. 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).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED 2. NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. COMPANY'S BEST KEY RATING
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
							PRODUCTS - COMP/OP AGG \$(I) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM \$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$ OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000
8.	Cyber Liability			(R)	(S)	(T)	LIMIT (PER OCCURRENCE) \$(U) 2,000,000

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

9. CBE NO. ERROR! REFERENCE SOURCE NOT FOUND.; ERROR! REFERENCE SOURCE NOT FOUND..

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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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 INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJEC