

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on the date executed by County of Santa Barbara (the “Effective Date”) by and between SEP Technology Consulting, LLC, a New York limited liability company with a place of business at 85 Broad Street, 18th Floor, New York, NY 10004 (“SEPTech”) and the County of Santa Barbara, a political subdivision of the State of California with its principal place of business at 225 Camino Del Remedio, Santa Barbara, CA 93111 (“County”). SEPTech and County are hereinafter sometimes referred to, individually, as a “Party” and, collectively, as the “Parties.”

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to be legally bound as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, SEPTech will perform the consulting, implementation, and professional services specified in the Statement of Work attached hereto as Exhibit A, which is incorporated herein by reference, as well as those services specified in subsequently mutually agreed upon Statements of Work that are attached to this Agreement (collectively, the “Services”). The Services may include the delivery of certain work product, creative design and development, selection and arrangement, and other content and materials (collectively, the “Work Product”). If County requires services or work product beyond those defined in the Statement of Work, the Parties will prepare and mutually agree upon a separate Statement of Work specifying such additional services and work product. Any changes to the Statement of Work and any additional Statements of Work must be mutually agreed to by the Parties in writing, in accordance with any terms and conditions for change orders specified in the applicable Statement of Work (if any). Each Statement of Work shall be incorporated into, made part of, and governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any Statement of Work that cannot be reconciled by the plain meaning of the documents read together, then the terms of this Agreement shall control unless specifically stated otherwise in the Statement of Work.

2. **Notices.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY/CLIENT:

LARS SEIFERT, DIRECTOR EHS
COUNTY OF SANTA BARBARA, PUBLIC HEALTH
225 CAMINO DEL REMEDIO, SANTA BARBARA, CA 93110
Ph: 805-681-4934
Fax: 805-681-4901

To CONTRACTOR/SEPTech:

KEYUR MAJMUDAR, MANAGING PARTNER
SEP TECHNOLOGY CONSULTING, LLC
245 WEST 99 STREET, SUITE 14B
NEW YORK, NY 10025
PH: 212-634-9221 Ext.700
Fax: 646-569-9100

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **Fees.** In full consideration for SEPTech's services, SEPTech shall be paid for performance under this Agreement in accordance with the terms set forth in Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2 Notices above following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice. All amounts are payable in United States Dollars in accordance with the instructions provided in the invoice or other instructions provided by SEPTech in writing.

4. **Taxes.** SEPTech shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on SEPTech's behalf, and should County be required to do so by state, federal, or local taxing agencies, SEPTech agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

5. **Acceptance.** The timeline and requirements for County's evaluation of the Services and Work Product will be specified in the applicable Statement of Work. If the Services fail to conform to this Agreement and the Statement of Work in any material respect, County may provide notice of non-conformance of the applicable Services by describing the failure in reasonable detail in writing to SEPTech within the timeframe specified in the applicable Statement of Work or, if no timeframe is specified, twenty working days from the date of completion of the applicable Services or delivery of the applicable Work Product. County's failure to give notice of non-conformance within the specified timeframe shall be deemed to be acceptance. Upon such notice, SEPTech shall cure the reported failure as soon as practicable. If such non-conformance is not cured within thirty days of County's rejection or such longer period as may be reasonably necessary, County may terminate this Agreement and SEPTech shall deliver materials that have been paid for at the time of termination in their then-current state (with no further obligations with respect thereto). After

County's acceptance of the Services, any requests for modifications, support, or other assistance shall be subject to SEPTech's then-current fees.

6. Term and Termination. This Agreement commences as of the Effective Date and continues for a period of one year, unless earlier terminated as provided for in this Agreement. Either Party may terminate this Agreement, with or without cause, upon thirty days' prior written notice to the other Party; provided that, in any event, County shall pay any fees and expenses payable to SEPTech for all Services performed by SEPTech prior to the date of termination. In addition, either Party may terminate this Agreement immediately by giving written notice of termination to the other Party and without prejudice to any other rights or remedies the one Party may have, if the other Party: (a) breaches any of its material obligations under this Agreement and does not cure the breach within thirty days after its receipt of the other Party's written notice of the breach; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

7. County Obligations. County shall be responsible, at its own expense, for providing to SEPTech all available and appropriate information regarding County's current business and technical processes and any other information relevant to the Services. In performing the Services, SEPTech will be relying on the accuracy and completeness of the information SEPTech receives from County, County's agents or representatives and other third parties. Inaccuracies in or omissions from such information may affect the accuracy and price of SEPTech's Services.

8. Warranties and Disclaimers. Each Party represents and warrants that: (i) it has the full right and authority to enter into this Agreement and perform its obligations hereunder; (ii) its performance under this Agreement will not result in a breach of or conflict with any agreement with a third party; and (iii) it will comply with all applicable laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. SEPTech represents and warrants that all Services performed under this Agreement shall be performed by qualified personnel with the proper skill, training, and experience so as to be able to perform competently and in a manner consistent with good practice in the industry. County represents and warrants to SEPTech that it has obtained all necessary consents, permits, and authorizations to enable SEPTech to provide the Services hereunder, and has the full legal right to grant SEPTech the right to use the County Materials for use in the Services. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES ARISING IN LAW OR EQUITY.

9. Confidentiality.

9.1 Confidential Information. The Parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, projections, financial affairs, products, customers and intellectual property rights of the other Party that may not be

accessible or known to the general public (“Confidential Information”). Confidential Information includes the terms of this Agreement and each Statement of Work.

9.2 Obligations. Each Party receiving Confidential Information (the “Receiving Party”), that is clearly marked as Proprietary or Confidential, agrees to maintain all such Confidential Information received from the other Party (the “Disclosing Party”), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its financial and legal advisors if such third parties agree to maintain the confidentiality of such Confidential Information. All information, other than that which is marked as confidential or proprietary, and which is legally subject to the Public Records Act, shall be released upon request with the confidential and proprietary information fully redacted prior to release, The Receiving Party further agrees to use the Confidential Information only for the purpose of performing or exercising its rights under this Agreement and any Statement of Work. The Receiving Party shall prevent the unauthorized access, disclosure, and use of the Disclosing Party’s Confidential Information using the same degree of care, but no less than commercially reasonable care, that it uses to prevent the unauthorized access, disclosure, and use of its own confidential information. Any duplication, use, disclosure, or other act or omission by any person that obtains access to or possession of Confidential Information through the Receiving Party that would be a breach of this Agreement if committed by the Receiving Party is deemed a breach of this Agreement by the Receiving Party for which the Receiving Party shall be responsible. Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party’s option, shall destroy all such Confidential Information as the Disclosing Party may designate, as long as legally permissible. The Receiving Party’s obligation of confidentiality shall survive expiration or termination of this Agreement.

9.3 Exclusions. The Receiving Party’s obligations under Sections 9.1 and 9.2 above shall not apply to Confidential Information that: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was rightfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; or (iv) is independently developed by the Receiving Party without resort to the Disclosing Party’s Confidential Information. The foregoing exclusions shall not apply to any Confidential Information that does not, in its entirety, fall within one of the foregoing exclusions, even if aspects or features of that Confidential Information fall within those exclusions. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information of the Disclosing Party that is required to be disclosed by governmental agencies, regulatory authorities or pursuant to court order, but only to the extent such disclosure is required by law and only if the Receiving Party, to the extent permitted by law, provides the Disclosing Party with prompt notice of such requirement.

10. Ownership.

10.1 County Materials. County shall retain ownership of all rights, title, and interest, including copyright and any other intellectual property rights, in and to all proprietary materials, software, information, and know-how provided by County to SEPTech hereunder, including any of the foregoing owned by a third party and licensed to County (collectively, "County Materials"). County hereby grants to SEPTech a non-exclusive, royalty-free right and license to use, reproduce, display, modify, and create derivative works based upon the County Materials, all in connection with the performance of its obligations under this Agreement. County shall be responsible for obtaining all permissions necessary for SEPTech to provide the Services. County represents that County has all necessary legal rights to provide the County Materials to SEPTech, and that use of the County Materials by SEPTech and all other persons and entities as intended hereunder will not infringe any intellectual property right of any person or entity, or any right of publicity, personality, or privacy of any person or entity, or violate any law, statute, ordinance, or regulation.

10.2 No Publicity or Endorsement. SEPTech shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. SEPTech shall not use County's name or logo in any manner that would give the appearance that the County is endorsing SEPTech. SEPTech shall not in any way contract on behalf of or in the name of County. SEPTech shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

10.3 Work Product. This Agreement shall automatically effectuate assignment from SEPTech to County of all Work Product covered by a Statement of Work immediately upon County's payment in full of all fees and expenses due to SEPTech under such Statement of Work; *however*, until such time, SEPTech shall own all rights, title, and interests in and to such Work Product, including all rights available under the U.S. Copyright Act, as well as any trademark, trade dress, patent, or other intellectual property rights related thereto. In the event of a default in County's payment obligations hereunder, County will terminate immediately any use of the Work Product and return the Work Product to SEPTech immediately. Upon the transfer to County of ownership of part or all of the Work Product, SEPTech shall retain the right to use and exploit such Work Product in the context of SEPTech's own portfolio for business, marketing, and related purposes.

10.4 SEPTech Tools and Third Party Materials. Notwithstanding anything to the contrary herein, SEPTech shall at all times retain all right, title and interest, including copyright and any other intellectual property rights, in and to all proprietary materials, information, and know-how incorporated in the Work Product or that are used by SEPTech in the Services, together with any improvements and modifications thereof, to the extent created prior to or outside the scope of this Agreement ("SEPTech Tools"). To the extent that any preexisting rights are embodied in the Work Product, including any such rights in the SEPTech Tools, SEPTech grants to County an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to use, execute, reproduce, display, perform, distribute copies of such preexisting rights, solely as embodied in the Work Product as delivered to County. Further, if and to the extent the Work

Product incorporates the proprietary materials of a third party (such as third party software), as identified and agreed upon in the applicable Statement of Work, County's rights in the third party materials shall be subject to the terms and conditions of the applicable license agreements and any unauthorized use by County of those third party materials outside the scope of those licenses shall constitute a material breach of this Agreement.

11. Records, Audit, and Review. SEPTech shall keep the following records (11.1 through 11.3) for at least four (4) years following the termination of this Agreement:

11.1 Invoices for work performed by SEPTech on behalf of the County; and

11.2 Deliverable sign-off for the invoices as required in the Statement of Work (Exhibit A); and

11.3 Evidence of receipt of funds (digital/electronic bank statement) from County for those invoices.

County shall have the right to request and review the documents and records, specifically 11.1-11.3, at any time during SEPTech's regular business hours or upon reasonable notice. SEPTech will provide these documents in their electronic form within five (5) business days of receiving the request from the County for their review.

All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during SEPTech's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), SEPTech shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). SEPTech shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, SEPTech shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature, in an amount not to exceed the full contract amount specified in Exhibit B. Immediately upon notification from County, SEPTech shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

12. Limitation of Liability. EXCEPT AS IT RELATES TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES, OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS, BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL,

INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS IT RELATES TO SEPTech's GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SEPTech BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN ANY AMOUNT EXCEEDING THE AMOUNT PAID BY CLIENT TO SEPTech UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM. SEPTech shall not be liable for or in breach of any provision of this Agreement: (i) attributable to any breach of this Agreement by County; or (ii) directly or indirectly resulting from any inaccuracies contained in any of the data or information provided to SEPTech by or on behalf of County. The foregoing limitation upon the types of damages and amounts of liability shall not apply to: (indemnification obligations of SEPTech; (ii) losses or claims arising from SEPTech's failure to comply with the confidentiality requirements; (iii) losses arising out of the willful misconduct, fraud, or gross negligence of SEPTech; (iv) losses arising from any breach of obligation to comply with laws; and (v) claims for property damage or personal injury).

13. Indemnification.

13.1 SEPTech Indemnification. SEPTech agrees to defend, indemnify and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the SEPTech or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

13.2 Indemnification Process. SEPTech shall provide indemnification under this Section 13 and shall have the right to control the defense and settlement of any claims or actions for which SEPTech is obligated to defend, but County shall have the right to participate in such claims or actions at their cost and expense. SEPTech shall not consent to entry into judgment or enter into any settlement that admits County's liability, provides for injunctive or other non-monetary relief affecting an indemnified person, or that does not include as an unconditional term the giving by each claimant or plaintiff to the indemnified persons of a release from all liability with respect to such claim without County's prior written consent.

14. Nonexclusive Agreement. SEPTech understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by SEPTech as the County desires.

15. General.

15.1 Survival. The following provisions of this Agreement shall survive any termination or expiration of this Agreement: Sections 9, 10, 12, 13, 15.1, and 15.2.

15.2 Independent Contractor. In making and performing this Agreement, the Parties act and will act at all times as independent contractors and nothing contained in this Agreement will

be construed or implied to create the relationship of principal-agent, partner, joint venturer, franchisor-franchisee or employer-employee between the Parties. At no time will either Party have any right, power or authority to create any obligation or responsibility on behalf of the other Party.

15.3 Governing Law. This Agreement and all matters related thereto will be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of law provisions thereof. Any legal action or proceeding arising under the Agreement shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court and the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts and waive any right to trial by jury. In any action relating to the subject matter of this Agreement, the prevailing Party will be entitled to recover reasonable legal fees and related costs.

15.4 Force Majeure. Except for the obligation to pay money, if, as a result of unforeseeable circumstances, Acts of God, war (declared or undeclared), riot, revolution, fires, floods, strikes, labor disputes, sabotage, terrorist attacks, epidemics, network failures or other similar causes beyond the reasonable control of the Parties (a "Force Majeure"), either Party is unable to perform or is materially delayed in the performance of any of its obligations hereunder, such failure or delay shall not be deemed a breach of this Agreement, but such obligations shall remain in full force and effect and shall be performed or satisfied pursuant to this Agreement, as soon as legally and practically possible after the termination of the Force Majeure; *provided, however*, that in the event such Force Majeure continues for more than forty-five days or is of such nature that it is obvious it will continue for at least forty-five days, then either Party may terminate this Agreement upon ten days' written notice. During the pendency of any Force Majeure, each of the Parties shall take reasonable steps to mitigate the effects of such Force Majeure on this Agreement.

15.5 Assignment. County may not assign or delegate this Agreement or any or all of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any party or entity without the prior written consent of SEPTech. For the purposes of this Agreement, any change in control, merger, consolidation, or acquisition of all or substantially all of the assets of County shall be deemed an assignment. Any attempted assignment in violation of the foregoing shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the successors and permitted assigns of the Parties. SEPTech reserves the right to subcontract any of the Services; *provided, however*, any use of a subcontractor by SEPTech shall not relieve SEPTech of any of its obligations under this Agreement and SEPTech shall be responsible for the actions of the subcontractor.

15.6 Miscellaneous. This Agreement, together with the attached Exhibits, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and the Exhibits. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. The Exhibits attached hereto shall be considered part of this Agreement. This Agreement is for the exclusive benefit of the Parties who sign it. No third party will be entitled to assert third party beneficiary status or otherwise make a claim under this Agreement. This

Agreement may be amended, modified, or supplemented only by a written agreement signed by a duly authorized representative of each Party. Except as authorized in this Section 15.6, any other purported amendment or other modification shall be void and unenforceable. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement. In the event one or more of the provisions of this Agreement or the application thereof to any circumstance are found to be invalid or unenforceable to any extent, the remaining provisions shall continue in full force and effect. If any provision of this Agreement is found to be so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.” Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in two or more counterparts, including by electronic delivery, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

[Signature Page Follows]

10/27

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **SEP Technologies, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2021.

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

BOB NELSON

By: 
Deputy Clerk

By: 
Chair, Board of Supervisors

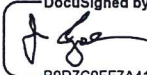
Date: 6/22/2021

APPROVED
VAN DO-REYNOSO, MPH, PhD
DIRECTOR
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:

By: _____
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Director

DocuSigned by:

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APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

DocuSigned by:

By: _____
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Deputy County Counsel

DocuSigned by:

By: _____
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Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **SEP Technologies, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2021.

SEP Technology Consulting, LLC

DocuSigned by:
By: Keyur Majmudar
7591E3A09006472...
SEP Technology Consulting, LLC

Name: _____

Title: _____

SEP Technology Consulting, LLC

245 West 99th Street, Ste 14B
New York, NY 10025

Phone: (212) 634-9221
Fax: 646-569-9100

EXHIBIT A

STATEMENT OF WORK

This Statement of Work dated July 1, 2021 (the “SOW”) describes services to be performed and work product to be provided by SEP Technology Consulting, LLC (“SEPTech”) for County of Santa Barbara (“County”), and is issued pursuant to the Master Services Agreement by and between SEPTech and County, dated July 1, 2021, (the “Agreement”).

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SEP Technology Consulting, LLC

245 West 99th Street, Ste 14B
New York, NY 10025

Phone: (212) 634-9221
Fax: 646-569-9100

Overview

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. This proposed implementation by SEP Technology Consulting (“SEPTech”) of the Accela products is designed specifically to meet the requirements and budget defined by Santa Barbara County, CA (“Agency”). SEPTech is proposing to utilize the Accela Environmental Health Civic Application Configuration Implementation Methodology, to promote a successful project that will meet the Agency’s objectives. The following Statement of Work will detail how SEPTech will implement the software, including the major milestones and deliverables that will ensure your success.

SEPTech is committed to providing a superior solution and deployment of the Civic Platform, for the current and future needs of Agency. SEPTech will work with Agency staff to maximize the impact of Accela’s portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Civic Platform software in the Civic Cloud and meet its functionality, timing and cost requirements.

This Statement of Work (“SOW”) sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by SEPTech to Agency.

Services Description

Purpose

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Civic Platform for the Agency, specifically Citizen Access and Civic Platform. Agency wishes to implement the Accela Civic Platform to manage their Environmental Health Community Health, Technical Services, Site Mitigation/LUFT, and CUPA programs. SEPTech will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

Table of Acronyms

Acronym	Meaning
UAT	User Acceptance Training
LOE	Level of Effort
APO data	Address/Parcel/Owner data in a table
XAPO data	External Address/Parcel/Owner data
ACA	Accela Citizen Access

SEP Technology Consulting, LLC

245 West 99th Street, Ste 14B
New York, NY 10025

Phone: (212) 634-9221
Fax: 646-569-9100

Project Timeline

The term of this project is 24 - 26 weeks.

	Deliverable
Initiation	Project Kick-off
	Accela Civic Platform Setup – (Accela Cloud)
Solution Foundation	Business/Gap Analysis for the configuration of the below Health Programs as listed in this SOW (Record Types).
Build	Business Rules Automation: The Accela Environmental Health Civic Application contain configuration automation and scripts limiting the need for custom business rules automation. As needed, SEPTech will provide additional functionality for basic validation and automation scripts surrounding workflow and inspection for total of up to 10 additional scripts and 3 batch jobs.
	Reports: See Reports section for details.
	Accela Mobile Office Set-up
	Interfaces · CERS integration (Accela product feature)
	Data Migration / Conversion: Data conversion from the two separate Decade EnvisionConnect programs, (EHS and CUPA). Agency to provide the data in the specified data format (template provided by SEPTech).
Readiness	Training (See Training Section for details)
	User Configuration Review (UAT): Max of 2 Rounds of 5-day UAT.
Deploy	Pre-production Go Live Support: 5 days
Production Support	2 weeks (10 business days) of remote post go-live production support

It is expected that the Agency will provide some Level of Effort (LOE) in the implementation of the Accela Civic Platform in order to control costs and reduce the delivery timeframe. The LOE provided by Agency is defined in the Assumptions below.

Any delays (e.g. change in staff availability and or engagement, change in requirements, missed deadlines) in the Project Timeline, which by mutual agreement were created due to no fault of SEPTech, may result in an increase in the duration of the project and will require a Change Order for the additional costs associated with the delay, including but not limited to additional hours for project management, repetitive work, deliverable development and review.

Upon execution of this SOW, the parties will confirm the proposed start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to

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New York, NY 10025

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collaboratively define a high level, baseline project schedule. SEPTech will use the baseline project schedule to plan and schedule resource availability to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, SEPTech will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

Project Scope

The following Agency departments comprise the organizational scope of the project:

- Public Health Department: Environmental Health Services

The following Accela products are in scope for this project:

- Environmental Health module
- Accela Asset Management (facilities)
- Accela Mobile
- Accela GIS

The basis for the Agency configuration will be the Accela Environmental Health Civic Application configuration (current product version as of the signing of this SOW).

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and SEPTech, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** – It is critical that Agency personnel participate in the deployment of the Accela Civic Platform in order for SEPTech to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by SEPTech, the Agency assumes all day-to-day operations of the system outside of the software support and maintenance provided by Accela. Generally, Accela's software support and maintenance does not cover any manipulation of implemented custom configurations, scripts, reports, interfaces and adaptors. Please familiarize yourself with Accela's Support and Maintenance Terms and Conditions for more information on post-implementation support.
- **Dedicated Agency Participation** – We fully understand that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. SEPTech will communicate insufficient participation of Agency resources to the project sponsor with real and potential impacts to the project timeline and costs.

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- **Delivery of Needed Information and Documentation** – In order to ensure success and meet the timelines and costs described, it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information in a timely, accurate and complete manner can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.
- **Implementation Methodology** – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

Project Assumptions

General Project Assumptions

- Scope is based on information provided to date as included in this SOW.
- Changes or additions to scope or responsibilities as listed in this SOW, requested by the Agency may require a Change Order to reimburse SEPTech for the additional costs associated with the change.
- Deliverables not specifically described in this document are the not the responsibility of SEPTech and cannot be included in the project schedule without the approval of the SEPTech project manager. If additional deliverables or tasks are added and approved, these changes may trigger a change order and associated increase in costs.
- Project Schedule assumes timely completion of tasks assigned to Agency and timely Agency response to SEPTech questions and requests for information, availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (expected delivery dates are as implied by the mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline and may require a Change Order to reimburse SEPTech for the additional costs associated with the delay.
- With the exception of onsite visits identified in this SOW or as identified in subsequent applicable change orders, all work conducted by SEPTech will be performed remotely. Agency is responsible to provision and support required access and any required hardware.
- SEPTech will implement the known Civic Application that exists, at the time of the contract signing, in the current Accela Environmental Health Civic Application. Should a new version become available during the project implementation, the Agency can request the enhanced features, but it will require a Change Order to reimburse SEPTech for the additional costs associated with such changes.
- Agency will provide technical assistance for access through the Agency network firewall(s) if required to use Accela Automation with Accela GIS or any interfaces implemented by the SEPTech team.
- Agency will provide fee schedules that are complete and current.

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- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications on a timely basis to facilitate anticipated go-live.
- Agency is responsible to ensure agency participants have adequate hardware/software to successfully participate in online training (i.e. video and audio streaming).
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.

Record Types

- Retail Food
- Mobile Food and Commissaries
- Caterers/Shared Kitchens
- Cottage Food
- Temporary Food & Festivals
- Drinking Water
- Body Art
- CUPA / Hazmat (hazardous materials, hazardous waste) also to include UST,AST,CalARP (P1-P3) and inspections
- Liquid Waste Vehicle Registration
- Solid Waste
- Land (Septic (O&M, Pumpers), Water Well)
- Recreational (pools, spas, water parks, water bodies)
- Institutions (Jails)
- Organized Camp
- Schools
- Charitable Feeding
- Farmers' Markets
- Vending Machines
- Swap Meets
- Site Mitigation Cases
- Site Mitigation Borings
- Site Mitigation Monitoring Wells

Project Management

- SEPTech will provide the Agency with a twice monthly Status Report that outlines the tasks completed during the prior week, the tasks that need to be completed during the upcoming week, the resources needed to complete the tasks, an updated version of the project plan when necessary, and to the extent known any issues that may be placing the project at risk (i.e., issues that may delay the project or jeopardize production dates). Should any tasks slip behind schedule ten (10) business days, SEPTech will escalate with Agency Project Sponsors.

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- Where deliverable materials are required, deliverables will be documented in SEPTech based templates using the SEPTech 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.
- Agency is responsible for conducting all promotion, communication and training activities for the new system with their Residents, Business Community, Contractors, other Agency departments, and all other Constituents.
- “Go-Live” is defined as the state when Accela software is up and running in production. When the Agency moves to production, i.e. “Goes Live” it is deemed to have accepted the product and shall comply with any payment obligation for “Move to Production”, “Go-Live” and/or “Acceptance”. There may be post Go-Live issues that are being supported during this time; however, any financial obligations the Agency may have to SEPTech based on “Go-Live”, commence on the date the software is available in production.
- For Deliverable based payment agreements each Deliverable will be deemed accepted based on the Acceptance Criteria for that Deliverable. Upon completion of each Deliverable, SEPTech will provide the Agency with a Deliverable Acceptance Form to formally accept completion of that piece of scope. It is preferable that the Deliverable Acceptance Form be authorized for each Deliverable, however, it is not necessary. Invoicing and related payments will be based on the fulfilling of Acceptance Criteria and completion of the Acceptance Review Period defined for each Deliverable.

Data Conversion

- **“As-Is” Approach:** Conversion of transactional tables and Address/Parcel/Owner (APO) data, is executed “As-is” into Accela Civic Platform. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data, which means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform “As-Is”. All data cleanup must occur prior to execution into Accela Civic Platform.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela’s conversion tools and methodologies. Accela tools consist of the Accela data mapping tool and the Accela conversion tool.
- **Acceptable Data Formats for Historical Conversion:** It is expected that the Conversion Source Data be provided in an MS SQL database format that is currently supported by Accela Civic Platform Application product.

Interfaces

- With the exception of Payments Processor and External Address Parcel Owner (XAPO), SEPTech assumes no additional interface activities are required for the completion of this Statement of Work.
 - Payments processor interface: Implementation can utilize the pre-existing Accela environment (SaaS in Azure) payment adapter that the Agency’s Cannabis implementation is currently using. If this proves not to be a viable solution, a Change Order will be executed to account for the additional work needed to implement a new payment processor integration.

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- CERS interface will be used as available out of the box functionality. **No SEPTech effort scoped for this functionality.**
 - If customization is required to the CERS integration to meet regulations, the work will be done by the Accela Product team as a product enhancement.

Reporting

- In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify with Agency Logo and Fonts (where available) a maximum of 4 reports (Permit, Inspection, Daily Time and Activity, and Invoice). The Accela Environmental Health Civic Application has over 75 additional reports included out of the box that can be modified by the Agency or by SEPTech on a Time and Materials cost basis or via fixed price change order.
- When requested by the Agency, SEPTech will review and price the development of additional reports based on requirements provided by the agency.

User Acceptance Testing (UAT)

- Agency is solely responsible for all User Acceptance Testing activities.
- Agency is responsible for performing User Acceptance Testing, on a timely basis.
- User testing must be completed within the time frames detailed in the project timeline. Any delays could lead to a change order and a corresponding increase in costs to the Agency.
 - User Acceptance Testing must take place within three (3) calendar weeks of the completion of the Build Phase (see Payment Deliverables). Any changes to this date must be agreed to by both parties in writing.

Go Live and Go Live Support

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.

Cost Schedule

SEPTech will perform the Services on a fixed price payment basis (with limits and assumptions as described in this SOW). SEPTech’s total price to perform the Services is **\$198,420** exclusive of taxes and travel expenses. The 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. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the project, a Change Order may be required for project continuation.

Initial payment (Payment Deliverable #1) will be invoiced upon signing of this SOW. For all other deliverables, Invoices will be sent as soon as Deliverable Acceptance Form is signed by the Agency, the signoff for which will not be unreasonably withheld.

For any Time and Materials or limited hours/effort related work, SEPTech will not exceed the total estimate amount without the prior approval of Customer. SEPTech may refuse to work additional hours until an executed Change Order for the additional costs is provided by SEPTech and accepted by the Agency.

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Payment Deliverables

Payment Deliverable	Phase	Implementation	SOW Cost	Details
#1 Due upon Contract Signing	Initiation	Project Initiation	\$2,240	
		Project Management	\$21,840	6 hours per week (status report 30 min status meeting X sprint planning) for up to 26 weeks.
		Installation and Setup (3 Environments): Accela Automation, Citizen Access, AGIS & AMO	\$4,240	Accela will stand up the environments per SaaS agreement at no cost basis. Effort for environment configuration load and shakeout.
#2	Analysis	Gap Analysis	\$11,200	
		Gap analysis document + Solution Foundation Document (Config Doc from Accela) + Business Rules Automation Solutions (Scripting) Document	\$5,600	
#3	Solutions Foundation	Solution Foundation (Gap updates to base record types)	\$11,200	Solutions Foundation changes are limited to: * SEPTech will provide up to Forty (40) distinct updates to the existing workflow process and up to Forty (40) distinct updates to the existing inspections configured in the deployed Best Practice solutions. * The Agency can request up to sixty (60) new fee items configured during the project implementation. We will configure

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Payment Deliverable	Phase	Implementation	SOW Cost	Details
				<p>unique fee items using standard fee formulas provided in the Civic Platform, which include flat fees, fees based on a specific range and using fee indicators.</p> <p>* The Agency can request up to one hundred (100) new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business processes.</p> <p>* SEPTech will configure up to six (6) new service record types, not already represented in the Best Practice Documents SEPTech will use the existing, preconfigured record components (i.e. workflow process, inspection groups, record status result, fee schedule, document status).</p> <p>*SEPTech will provide up to twenty (20) distinct updates to the existing user group permissions configured in the deployed Best Practice Documents.</p> <p>* The Agency can request up to ten (10) new user group permissions created, by copying or cloning an existing, defined user group deployed from the Best Practice Solution with up to ten (10) distinct updates per new user group.</p>
		Accela Citizen Access (ACA)	\$8,400	

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Payment Deliverable	Phase	Implementation	SOW Cost	Details
#4	BUILD	Business Rules Automation	\$25,600	Develop / unit test business Rules for a maximum of 10 general automation (events, fee, communications, etc.) and 3 batch jobs.
#5		XAPO Integration	\$6,300	Validation of existing CERS integration. Inclusive of issue resolution.
		CERS Integration	\$0	
#6		Payment Processor Integration	\$4,240	Assumption: Utilize pre-existing Accela environment (SaaS in Azure) payment adapter that Cannabis is currently using for the County.
		Accela Mobile Office / Inspector	\$2,240	SEPTech will instruct Agency on setup on the mobile device. Agency will be responsible for the setup of all additional mobile devices.
#7		Data Conversion	\$29,200	EC Conversion Limited to 160 hours. 2 mock runs, 1 final go-live run (part of payment #12 Deploy)
#8	Custom Integration	\$0	If any, Custom Integration requirements/LOE to be discovered/determined	

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Payment Deliverable	Phase	Implementation	SOW Cost	Details
#9		Reports	\$9,800	In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify a maximum of 4 reports (Permit, Inspection, Daily Time and Activity, and Invoice). Environmental Health Civic application has over 75 additional reports included out of the box that can be modified by the Agency or by SEPTech on a Time and Materials cost basis or via fixed price change order. Cost to be determined but expected to be nominal based on limiting changes to reports functionality.
#10		User Acceptance Testing	\$11,200	Maximum of 3 weeks of UAT support (Agency to perform testing). 1 week full time onsite. 2 weeks 1/2 time remote (20 hrs per week).
#11	Readiness	Training		
		Civic Platform Core Team All Users (Admin and Daily Users)	\$4,480	Civic Platform Core Team Training-up to 2.5 days, 15 max attendees.
		Civic Platform Core Admin Usage Admin Users	\$4,480	Civic Platform Admin Usage-up to 1 days, 10 max attendees. Accela Citizen Access-up to 1 day, 12 max attendees.
		Citizen Access	\$1,920	Accela Mobile-2 sessions up to 4 hours, each session, 12 max attendees pe session.
		Accela Mobile Office / Inspector	\$1,920	Ad-Hoc Reporting--up to 4 hours, 7 max attendees.

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Payment Deliverable	Phase	Implementation	SOW Cost	Details
		Ad hoc Reporting	\$1,280	Train the Trainer-up to 4 days, 7 max attendees.
		Train the Trainer	\$6,400	
#12	Deploy	Go live Support	\$13,440	1 week of go-live readiness support Final Conversion Run
		Production Support	\$11,200	2 weeks of remote post go-live production support
		Travel Cost	Expenses to be invoiced as incurred.	6 One week Trips: As incurred to cover expenses (Analysis Sessions: 2 FTE x week UAT support 1 FTE x 1 week, Training: 1 FTE x 2 weeks, Go-live Readiness: 1 FTE x 1 week)
Total Cost			\$198,420	Total SOW Costs.

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Travel Expenses

Expenses for this project will be billed as actuals incurred. The estimated optional travel budget for this project is \$14,400 in addition to the services budget. Six 1-week Trips as incurred to cover expenses (Analysis Sessions: 2 FTE x 1 week, UAT Support: 1 FTE x 1 week, Training: 1 FTE x 2 weeks, Go-live Readiness: 1 FTE x 1 week)

If needed, additional onsite trips may be discussed and mutually agreed after the project start.

Additional Services

If additional services are required by Agency, SEP Tech will provide an estimate on the number of hours required to complete a task. If the estimate is found to be acceptable, the timeline will be mutually agreed upon by both SEPTech and the Agency. SEP Tech will bill the Agency for the actual amounts of time spent for the additional services. Time over and above the estimate will receive prior approval from the Agency.

- SEPTech Accela Services Blended Rate: \$150/hr.

Projects Terminated or Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the implementation on hold. The Agency must send a formal written request to SEPTech in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see SEPTech's Master Services Agreement). After that time, SEPTech 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, a Change Order will be authorized to keep some of the SEPTech's 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 is put on hold, project resources may be re-deployed and SEPTech will need a forty-five (45) calendar day notice to re-staff the project with alternate resources. Additional costs will be incurred to reinitiate the project after any holds. Resumption of the project will be dependent upon SEPTech's resourcing timelines.

Should the Agency become non-responsive to SEPTech communications for a term of 14 calendar days regarding continuance of the project work, SEPTech may choose to cancel the remainder of the project as defined in this Statement of Work. Any resumption will require a new Statement of Work potentially impacting pricing and scope.

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If the project is cancelled by either party, SEPTech will invoice the Agency for all completed deliverables per the price schedule included in this SOW and additionally for effort spent on all incomplete deliverables on a time & materials basis at our blended hourly rate.

Work Description

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, SEPTech will provide the following detailed implementation services. For each activity a description is provided as well as criteria for acceptance of the deliverable.

Project initiation

Upon Contract signing, SEPTech will work with Accela to validate the proper installation and configuration of the Accela Civic Platform cloud environment.

SEPTech Responsibilities:

- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency's Accela environment.
- Configure the Accela Civic Platform to use the standard reports and Ad-Hoc Reporting tool.

Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by SEPTech.
- Arrange for the availability of appropriate Agency staff to assist with inquiries and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Procure and configure any necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech and Accela.
- As needed, schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Display of an operating Accela Civic Platform (such that Agency can log into the system and verify that the software was set up).

Acceptance Review Period:

- Three (3) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

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Solution Foundation

SEPTech will implement the Accela Environmental Health Civic Application configuration for the Health Programs as listed in this SOW, including Applications, Renewals, Complaints, Inspections and Violations. SEPTech will conduct Business/Gap analysis sessions to identify the Agency specific updates to meet their requirements.

In terms of specific output, the following will be executed for this

deliverable: SEPTech Responsibilities:

- Conduct Gap analysis sessions to identify must have regulatory configuration changes to the baseline Environmental Health Civic Application configuration for the record types listed in this SOW.
- Implement the configuration changes to the record types as discovered in the analysis sessions.
- Disable the record types and data fields, based on Agency instructions.
- The Agency can request up to **ten (10)** new user group permissions created, by copying or cloning an existing, defined user group deployed from the Environmental Health Civic Application with up to **ten (10)** distinct updates per new user group permission created, such as add or removal of access for the defined user role.
- SEPTech will provide up to **twenty (20)** distinct updates to the existing user group permissions configured in the deployed Best Practice Documents
- SEPTech will setup a maximum of **forty-five (45)** Agency staff users. SEPTech will deliver and discuss the Accela Roles and Functions Matrix document, and the Agency will indicate which user group role each staff is to be assigned.
- SEPTech will provide up to **forty (40)** distinct updates to the existing workflow processes and up to **Sixty (60)** distinct updates to the existing inspections configured in the Environmental Health Civic Application. Using the Accela Environmental Health Civic Application Datasheets, the Agency will indicate which Workflow Process and/or Inspections to update. Distinct workflow process updates are any changes to the Civic Application workflow including renaming, adding or removing a workflow task or workflow task status result. Distinct inspection group updates are any changes to the Civic Application inspections including renaming, adding or removing inspection types, inspection groups, inspection status results, checklist items or checklist status results. In a similar manner for Workflow Processes, each edit, update or removal of a workflow task, workflow status result, inspection type, inspection status result, checklist item or checklist status result is considered a distinct single action change.

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- SEPTech will provide up to **One Hundred Twenty Five (125)** new fee items configured during the project implementation. SEPTech will configure unique fee items based on the inherent fee formulas in the Civic Platform (documented in the Accela Civic Platform Administration Guide, Part 7, Fee Formulas), which include flat fees, fees based on a specific range and using fee indicators. Examples include fee calculations based on the number of employees for a restaurant or a square footage fee for a building. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic is an additional cost and SEPTech team can scope the level of effort as a separate deliverable item and may result into a Change Order.
- SEPTech will provide up to **One hundred (100)** new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business process. SEPTech will configure each new agency defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.
- SEPTech will configure up to **Six (6)** new service record types, not already represented in the EH Civic Application. SEPTech will use the existing, preconfigured record components (i.e. workflow process, inspection groups, record status result, fee schedule, document status).

Agency Responsibilities:

- Agency will communicate to SEPTech which record types and data fields they wish to have disabled from the initial Environmental Health Civic Application load.
- The Agency will test the system for purposes of validating the configuration and to develop their knowledge of the system in order to be prepared to take over its management upon project completion.
- Arrange for the availability of appropriate Agency staff to read through the Accela Environmental Health Civic Application datasheet documents. Agency staff must review the datasheet documents and indicate which record types and data fields the project team will disable/turnoff.
- Agency staff must provide record type and data field feedback based on SEPTech and Agency agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Agency will have Five (5) business days to conduct initial review of the Solution Foundation. The second and final review will have Three (3) business days for acceptance. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

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Data Conversion – EnvisionConnect

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The SEPTech team is highly experienced in planning for and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the SEPTech team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that SEPTech may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources will begin with Accela's mapping tool.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. Please refer to for specific assumptions and parameters related to SEPTech's conversion approach.

SEPTech will provide a data mapping template which will assist the Agency in the data mapping of Agency's historical data into Accela Civic Platform. Upon completion of the Historical Data mapping document, SEPTech will execute a program(s) to migrate appropriate historical data into Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:

- Historical Data Conversion Mapping Document
- Completion of mocks 1 and 2 migrated data into Accela Civic Platform development or test environment.

Conversion effort is limited to 160 hours

SEPTech Responsibilities:

- Work with the Agency to define and document historical data elements that are required for the conversion.
- Assist the Agency with questions related to data analysis and mapping process
- Migrate historical data into the Agency's AA test database environment.
- Data conversion will include up to two (2) conversion loads (mocks) for Agency review.

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Agency Responsibilities:

- Provide historical data in acceptable formats. (formats to be provided by SEPTech)
- Provide subject matter experts on the data source to aid SEPTech in identifying key components of the historical data.
- Data mapping process of the Agency's historical data utilizing the data mapping template provided by SEPTech.
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform.
- Assist in the execution of the data conversion program and provide access to environments as needed

Acceptance Criteria:

- Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:

- Five (5) business days total for each mock conversion

Citizen Access (ACA) Configuration and online payments

This deliverable includes setup and configuration of the Agency municipal website branding, the online payment processing gateway for the supported payment vendors (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) for Citizen Access, and up to **twenty (20)** distinct updates to the citizen portal pages to make the pages more in line with the Agency processes per the best practice configurations. A distinct update to a citizen portal page includes changes to a Page Flow component, for example:

- Adding attachments to an existing defined Page Flow setup
- Updating the section instructional text with agency language
- Descriptive help instructions for specific agency defined data fields
- Updating the online disclaimer text

Each update to the citizen portals and sections are considered a single action change. Note that the ACA site cannot be shared with the existing self-hosted land management configuration as they will be on separate databases.

As indicated by the Agency, they require the use of their existing implemented payment adapter for Accela Citizen Access payments. This will require changes to the Agency's network services and configuration changes to the Accela hosted services.

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In terms of specific output, the following will be executed for this deliverable:

SEPTech Responsibilities:

- Setup Citizen Access branding by loading up to **three (3)** banner files provided by the Agency
- SEPTech has assumed that this implementation can utilize the pre-existing Accela environment (SaaS in Azure) payment adapter that the Agency's Cannabis implementation is currently using. If this proves not to be a viable solution, a Change Order will be executed to account for the additional work needed to implement a new payment processor integration.
- Configure up to **twenty (20)** distinct updates to the citizen portal pages, based on Agency feedback
- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback.
- Configure ACA for English language only.
- Will only configure online record types identified in the Solution Foundation (Deliverable 3).

Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Provide website branding files, which include the top and side banner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff is responsible to work with a supported payment vendor (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the SEPTech information such as the Product ID, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway.
- Agency staff must provide web branding, a full list of up to 10 distinct updates and supported payment vendor information based on SEPTech and Agency agreed upon project plan timeline.
Agency staff must review and test all Citizen Access configuration and provide feedback to SEPTech based on the agreed upon project plan timeline
 - Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request
- Schedule appropriate Agency staff participants and meeting locations for activities.

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Acceptance Criteria:

- Payment Deliverable 3: Access to confirm Citizen Access functionality such as login/logout, the updated citizen portal pages and sections,
- Payment Deliverable 6: Ability to process payments in ACA

Acceptance Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

Business Process Automation (Scripting)

During the Business Analysis sessions, SEPTech will identify opportunities to supplement the Accela Civic Application base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. SEPTech will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine what will be developed by Accela within the scope of this implementation.

Prior to the development, the Agency will review a design specification document that will be created by SEPTech. The reviewed document will be used as a basis for determining completion and approval of the deliverable.

In terms of specific output, the following will be provided for this deliverable:

- Specification document for required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)

SEPTech Responsibilities:

- Work with Agency staff to identify potential uses of scripting
- Aid the Agency in prioritizing which scripts will be developed
- Develop a maximum of **ten (10)** general automation and **three (3)** batch jobs
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

Agency Responsibilities:

- Prioritize desired functionality to determine which scripts SEPTech will develop
- Provide timely and appropriate responses to SEPTech's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

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Acceptance Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

Examples of Business Process Automation
Send Contact Emails Allows the Agency to send an email to contacts to the Applicant to include certain criteria from case.
Record Fee (Standard Record Automation) Allows fees to be applied. Requires calculation of fees to use out of the box fee formulas.
Condition Management Allows conditions to be added to the record based on custom fields and/or GIS data elements.
Batch Renewal - About to Expire Setup daily batch job that looks for records that need to be set to About to Expire.
Batch Renewal – Notifications Setup of a daily batch job that looks for records that are set to About to Expire and sends notifications for specified periods before the License expires.

Acceptance Criteria:

- Demonstration of developed scripts to the Agency

Reports

Reports are defined as anything that can be printed from the system, including but not limited to, tabular reports, forms, documents, notices, and letters that the Agency wishes to email or print.

SEPTech Responsibilities:

- Surcharge Transmittal Report and Annual Single Fee Summary
- In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify with Agency Logo and Fonts (where available) a maximum of **four (4)** standard Accela reports (Permit, Inspection, Daily Time and Activity, and Invoice).
 - In addition to the above reports, Environmental Health Civic Application has over 100 reports included out of the box that can be modified by the Agency, or by SEPTech on a Time and Materials cost basis or via fixed price change order. Cost to be determined but expected to be nominal based on limiting changes to the reports' functionality.

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Agency Responsibilities:

- Provide existing report examples that can be used as the basis for the development of the listed reports
- Make available the appropriate key users and content experts to participate in the report review.

Acceptance Criteria:

- Review and approval of modified reports.

Acceptance Review Period:

- Three (3) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

California Environmental Reporting System (CERS) Integration

The California Environmental Reporting System (CERS) is the statewide web-based system that supports the electronic exchange of required Unified Program information among businesses, local governments and the U.S. EPA. Assembly Bill 2286 (Feuer) Opens a New Window, effective January 1, 2009, requires all Unified Program regulated businesses and local regulating Unified Program Agencies (UPAs), to report and submit mandatory Unified Program information electronically, through CERS or a local UPA portal.

SEPTech Responsibilities:

- CERS interface will be used as available out of the box functionality.
There is No SEPTech effortscoped for this functionality.
 - If customization is required to the CERS integration to meet regulations, the work will be done by the Accela Product team as a product enhancement.

Accela Mobile Office (AMO) Configuration

Using Accela Mobile Office, an Agency inspector will be able to perform activities in either wireless or store/forward mode.

SEPTech Responsibilities:

- SEPTech will configure the Accela Mobile Office application for the ability to result inspections in the field.
- SEPTech will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation.

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Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Acquire and configure mobile devices for Windows.

Acceptance Criteria:

- Access to confirm Accela Mobile Office has been configured for Inspectors to complete and result Inspections in the Test environment.

Acceptance Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

Training

This Deliverable includes the delivery by SEPTech of :

- Civic Platform Core Team Training – up to 2.5 days, 15 max attendees.
- Civic Platform Admin Usage – up to 2.5 days, 10 max attendees.
- Accela Citizen Access – up to 1 day, 12 max attendees.
- Accela Mobile – 2 sessions up to 4 hours each session, 12 max attendees per session.
- Ad-Hoc Reporting – up to 4 hours, 7 max attendees.
- Train the Trainer – up to 4 days, 7 max attendees.

Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each Gap Analysis Document. Accela recommends the Agency adopt the “80/20 rule” for training, focusing the majority of their training on 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration.

SEPTech Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Conduct the training sessions as listed in this SOW.

Agency Responsibilities:

- Identify the Agency resources who will receive the training and who have the skills to perform as “trainers”, if required.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

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- Provide suitable Agency facilities to accommodate various training classes including quiet, private classrooms or conference rooms, laptops or terminals, internet connectivity and sufficient bandwidth. Provide mobile devices for training of mobile capabilities.
- Schedule appropriate Agency staff participants and meeting locations for training activities
- Provide timely and appropriate responses to SEPTech requests for information.

Acceptance Criteria:

- Complete the training sessions as listed in this SOW

User Acceptance Testing, “UAT”

Agency will conduct the User Acceptance Testing “UAT”.

SEPTech will provide consulting and guidance to Agency to assist in the testing and validation of the solution and its readiness to be migrated to production for active use.

SEPTech will provide support, answer questions and address issues discovered during the configuration review. It should be noted that it is critical that the Agency devote ample time and resources to this effort to ensure that the system is operating properly and ready for the move to production. The testing effort will require a significant time investment by the Agency, in a short time duration, and coordination of resources is critical. At this point in the

implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

*UAT is limited to **three (3) weeks (15 business days) of testing** inclusive of resolution of Critical Issues. If resolution of Critical Issues extends beyond UAT period, the testing period will be extended similarly.*

If the Agency does not devote adequate time and staffing to this effort in order to completely test the solution, SEPTech may opt to postpone go-live at the Agency’s expense. SEPTech will work diligently with 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.

SEPTech Responsibilities:

- Provide support, oversight, answer questions and address issues discovered during the configuration review.
- Resolve all Critical and High Issues in preparation for Go-Live.

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Agency Responsibilities:

- Participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance Test Plan and Test Scripts. SEPTech will provide guidance and suggestions for Best Practices
- Ensure ample test data is entered into the system for testing purposes.
- Test the system

Acceptance Criteria:

- Completion of UAT to resolve Critical or High Issues.

Defect Severity Definition:

- **Critical:** The defect affects critical functionality. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
- **High:** The defect affects major functionality. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module, but the task is achievable if 10 complicated indirect steps are followed in another module/s.

Acceptance Review Period:

- If no Critical or High defects are raised within the Testing Period, the milestone is considered approved by the Agency.

Pre-Production & Post Go-Live Production Support

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. If the project gets delayed for any reason SEPTech will work with the Agency to make a decision on the best Go-Live date.

The initial date will be agreed to by both SEPTech and the Agency at project inception. It may be altered only by change order agreed to by both parties.

SEPTech Responsibilities:

- SEPTech will provide resources to support the move to Production effort.
- Pre-Production Go-Live Support is limited to **one (1) Week (5 business days)**
- With assistance from the Agency, SEPTech will lead the effort to transfer the system configuration and any required configuration data from Support to Production.
- SEPTech will assist the Agency in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.

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- SEPTech will perform one (1) final production data conversion.
- Go-Live date must take place within three (3) calendar weeks of the completion of UAT. Any changes to this date must be agreed to by both parties in writing.
- SEPTech will provide *two (2) weeks (10 business day)* of remote post go-live production support

Agency Responsibilities:

- Provide technical and functional user support for pre- and post-production planning, execution, and monitoring.
- Development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

Acceptance Criteria:

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.

EXHIBIT B**PAYMENT ARRANGEMENTS**
Periodic Compensation at Selected Milestones

- A. For SEPTech services to be rendered under this Agreement, SEPTech shall be paid a total contract amount, including cost reimbursements, not to exceed \$198,420.00.
- B. Payment for services and/or reimbursement of costs shall be made upon SEPTech's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by County.
- C. Upon completion of the work for each milestone and/or delivery to County of item(s) specified in Exhibit A, "Payment Deliverables", incorporated herein by reference, SEPTech shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from SEPTech.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
14%	#1 Initiation	\$ 28,320
9%	#2 Analysis	\$ 16,800
10%	#3 Solutions Foundation	\$ 19,600
13%	#4 Build: Business Rules	\$ 25,600
3%	#5 Build: Integration of XAPO, CERS	\$ 6,300
3%	#6 Build: Payment Process, Accela Mobile Inspector	\$ 6,480
15%	#7 Build: Data Conversion	\$ 29,200
0%	#8 Build: Custom Integration	\$ 0
5%	#9 Build: Reports	\$ 9,800
6%	#10 Build: User Acceptance	\$ 11,200
10%	#11 User Readiness	\$ 20,480
12%	#12 Deploy	\$ 24,640
100%		\$198,420.00

The final milestone payment, #12, above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. Other expenses including travel or additional services will be charged at the rates identified in Exhibit A, incorporated herein by reference.