

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Accela, Inc. with an address at 9110 Alcosta Blvd, Suite H #3030, San Ramon, CA 94583 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Linda Liu, Planning and Development, at phone number 805-568-2035 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Andrew Chiang at phone number 415-572-3739 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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: Linda Liu, Planning and Development, 123 E. Anapamu Street, Santa Barbara, CA 93101 (lliu@countyofsb.org).

To CONTRACTOR: Andrew Chiang, Accela Inc., 9110 Alcosta Blvd, Suite H #3030, San Ramon, CA 94583 (achiang@accela.com)

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. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on March 1, 2026 and end performance upon completion, but no later than June 30, 2027 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of 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.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR 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 CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY reserves all its rights, title, and interest in and to the Customer Data.

Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants to COUNTY 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 COUNTY'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 COUNTY. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims, in accordance with Section 7 of the Accela Subscription Services Agreement, attached hereto and incorporated by this reference. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR 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.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. 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 CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR 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). CONTRACTOR 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, CONTRACTOR 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. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. **INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. **NONEXCLUSIVE AGREEMENT**

CONTRACTOR 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 CONTRACTOR as the COUNTY desires.

18. **NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY

governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity. Notwithstanding any terms to the contrary, COUNTY shall not receive a refund of any prepaid Subscription Service fees.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents 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.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. **Reserved.**

34. **IMMATERIAL CHANGES.**

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by the Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

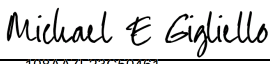
Planning and Development

CONTRACTOR:

Accela, Inc.

By:  _____
Department Head /Assistant Director on Behalf of

Digitally signed by Elise Dale
DN: cn=Elise Dale, o=Santa Barbara County
Planning and Development, ou,
email=daleel@countyofsb.org, c=US
Date: 2026.02.10 10:32:14 -08'00'

Signed by:
By:  _____
Authorized Representative

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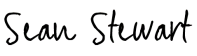
Name: Michael E Gigliello
Title: Controller

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By:  _____
Deputy County Counsel

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Signed by:
By:  _____
Deputy

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APPROVED AS TO FORM:

Risk Management

Signed by:
By:  _____
Risk Management

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EXHIBIT A
STATEMENT OF WORK

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Statement of Work

Prepared For: Santa Barbara County, CA

Statement of Work Regarding the ePermitHub Digital Plan Room
Project for Accela Cloud Customers

12/12/2025

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Statement of Work

This Statement of Work (“SOW”) dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the “Professional Services”) to be provided by Accela, Inc. and Santa Barbara County, CA (“Agency” or “Customer”).

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Subscription Services Agreement found at www.accela.com/terms (“Agreement”).

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

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Customer under this SOW and any SaaS products (e.g., Subscription Services) provided under this SOW are not subject to any acceptance.

Project Objective

To complete the ePermitHub Digital Plan Room components implementation into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, Customer staff will access integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer’s customers can easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer’s Accela Citizen Access portal.

Implementation Services Overview

Phase 1 - Implementation Phase

Phase 1 Deliverables:

1. Project kick-off and initiation
 - Project kick-off presentation
 - Establish a communication and project tracking plan.
 - Receive access to the customer’s Accela Civic Platform environments

2. Digital Plan Room Cloud Provisioning

- Verify that all Accela Civic Platform prerequisites are in place
- Cloud Provisioning of the Digital Plan Room components into Customer's SUPP environment
- Cloud Provisioning of the Digital Plan Room database

3. Digital Plan Room Configuration Analysis

- Define configuration for each Plan Review record type
- Determine all needed document types
- Plan document upload configuration
- Plan Digital Signatures validation configuration
- Plan Accela workflow integration configuration points
- Design final approved set cloning business logic
- Determine Accela to Digital Plan Room role mappings
- Determine Digital Plan Room disciplines configuration
- Determine required Approval Stamps

4. Digital Plan Room Configuration

- Configure Accela Civic Platform standard choices as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration Analysis

Phase 2 - Training, User Acceptance & Go-Live Phase

Phase 2 Deliverables:**1. User Acceptance Testing (UAT)**

- Assist Customer in the UAT effort and validation of system configuration
- Resolve issues resulting from Customer User Testing
- Provide recommendation on testing strategy and best practices
- Agree on UAT completion date and Go-Live date

2. Administrative and technical training
 - Digital Plan Room Administration training
 - Provide Administration Training Documentation
3. End-User Training
 - Digital Plan Room End User training
 - Provide End User training documentation
4. Agency Customer Enablement
 - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners and the general public submitting plans
 - Produce public-facing User Guide for licensed professionals, contractors, owners, and the general public submitting plans
5. Go-Live Migration & Production Planning
 - Produce Go-Live Project Migration Plan
 - Produce Production Deployment Plan
 - Conduct web-based Agency customer training sessions
6. Post-Go-Live Support
 - Post-Go-Live support provided
 - Resolution of all Critical and High defects as defined above in “Phase 2 - Deliverable 1: UAT” discovered during Post Go-Live support period
 - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.
2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.
3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.

4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.
5. Company assumes all the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured by Accela staff and then company will add plan review configuration.
6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.
7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.
8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.
9. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.
10. Company assumes that a historical data conversion into the Digital Plan Room will not be needed, and that manual procedures will be documented to import historical and in-flight records into the Digital Plan Room as necessary.
11. Travel & Expenses:
 - a. 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.
12. Projects Put On Hold: It is understood that sometimes Customer priorities are revised requiring the Customer to place the Company implementation on hold. The Customer must send a formal written request to the Company to put the project on hold. Delays of two (2) weeks or more that have a tangible impact on the Company's resource plan are subject to change order. If either party puts the project on hold for more than 90 days, the other party reserves the right to terminate the contract or negotiate new terms.

When a Project is put on hold, at minimum, the Company will need to draft a Change Order to keep some of the Company project manager's time engaged in monitoring progress and in resourcing the project once it comes off hold. Other Change Order items may be needed

because of the delay. When a project goes on hold, project resources will be re-deployed, and the Company will need a forty-five (45) calendar day notice to re-staff the project. The Company cannot guarantee a Project Start Date until the Company resources are confirmed.

Should either party become non-responsive to the other party's communications for a term of 30 calendar days regarding the continuance of the project work, the other party can choose to cancel the remainder of the Statement of Work. If both parties desire to finish the project, a new Statement of Work may be negotiated at the standard rates.

13. Training Execution parameters are as follows:

- a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
- b. In the event of onsite training, Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
- c. In the event of offsite training, Customer ensures all remote class attendees have access to suitable equipment, such as access to internet-connected training computers and monitors, to accommodate various training classes.
- d. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
- e. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
- f. Customer is responsible for printing all training materials developed by the Company for End-User Training.

14. Schedule and delivery are contingent on availability and access to Customer staff resources.

15. Any Professional Services associated with Accela, and other third-party products are not included in this Statement of Work and should be contracted directly through those products or their affiliates. The company will work closely with the Accela Project Manager to align and coordinate on schedule and deliverables per the contract.

Payment Terms & Delivery Schedule

Accela will perform the Professional Services for a Fixed-Fee price 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. Payment will be invoiced upon SOW signing.

Stage Title	Milestone	Acceptance Criteria (See Appendix A for details)
Phase 1.1	Project Kick-Off & Initiation	- Completion of the Project Kickoff Meeting - The company's access to the Customer's environment is set up
Phase 1.1	Digital Plan Room Installation/Provisioning	- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly - Confirmation of ability to log in to Digital Plan Room software - Two [2] sandbox environments created
Phase 1.2	Digital Plan Room Configuration Analysis	Completion of To-Be Analysis Sessions
Phase 1.2	Digital Plan Room Configuration	The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.
Phase 2	User Acceptance Testing (UAT)	- Provide customer with UAT test script template for electronic plan review - Completion of up to two [2] weeks of UAT support by the Company - Completion of up to three [3] weeks UAT by the Customer

ePermitHub – SOW Proposal**Santa Barbara County, CA**

		Resolution of all Critical and High defects by Company discovered during UAT by Customer
Phase 2	Administrative and Technical Training	Execution of administrative and technical training courses
Phase 2	End User Training	Execution of End User Training course to the Customer as described in Appendix A
Phase 2	Agency Customer Enablement	- Two [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics: - Plan Submittal - File Validation Overview - Response to Customer comments - Plan Re-submittal - Execution of training for Customer's customers as described above
Phase 2	Production Planning & Go-Live Migration	- Go-Live Migration Plan document finalized - Production Plan document finalized - ePermitHub Digital Plan Room used in the Production environment for daily use
Phase 2	Post Go-Live Support	- Six [6] weeks of Post Go-Live support provided - Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted
		Total: \$76,000.00

Estimated level of effort is based on (i) the nature and scope of the Services and associated tasks and artifacts, (ii) the expected staffing levels required to perform the scope, (iii) the Project Schedule, (iv) the Company and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW.

The Company's total Service hours and provided estimate are exclusive of taxes and expenses. This estimate 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. The Company will not (i) exceed the total estimate amount without the prior approval of Customer and/or (ii) continue to



provide Services, after the total estimate has been reached, without the prior authorization of Customer. Should there be changes to the scope, timeline, or resources that increase the hours or costs needed to complete the Project, a Change Order may be required prior to project continuation. Please see Change Order details in the Assumptions section. Deliverable timelines are contingent upon timely compensation.

Expiration

The scope and terms of this SOW must be executed within sixty (60) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

ACCEPTED BY: Santa Barbara County, CA		ACCEPTED BY: Accela, Inc.	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



Appendix A: Detailed ePermitHub Digital Plan Room Project Plan

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the customer's business objectives and requirements. In support of the implementation effort as described above, the Company will provide the below-detailed implementation services. For each deliverable, a description and criteria for acceptance are provided.

Success Criteria

The definition of project success is crucial in setting appropriate expectations from the outset of a project. Success is defined for each phase of the project so the team can measure it as it iterates toward the final goal as follows:

- Phase 1: Analysis and configuration is complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go-live support completed

Phase 1: Implementation Phase

This phase aims to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can use as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks to complete the implementation.

Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation consists of project planning activities, project management, template creation tracking, establishing project issue tracking and communication methodology, and conducting the kickoff meeting.

As part of the initiation, the following tasks will be conducted:

- Establish a communication plan and create a task management dashboard in an acceptable repository.
- Identify team members who will be responsible for deliverable sign-off and document procedures.

- The customer creates an Accela user for Digital Plan Room Communication with Accela software.
- Review and adjust project scope based on additional findings, if necessary
- Conduct a project kickoff meeting to review project objectives, methodology, timeline, roles, and other key project elements.

The Project Kickoff Meeting includes a formal team presentation to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:

- Provide timely and appropriate responses to Customer's reasonable requests for information.
- Coordinate project planning activities.
- Complete Baseline Project Schedule and Project Kickoff Presentation deliverables with input from appropriate Customer Resources

Customer Responsibilities:

- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.
- Providing timely and appropriate responses to the Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in the Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Completion of the Project Kickoff Meeting
- The company's access to the Customer's environment is set up

Acceptance Review Period:

- Seven (7) business days

Phase 1 - Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the Company team will review the Digital Plan Room cloud provisioning requirements with the Customer's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the Customer's DEV environment, the Company will provision the Digital Plan Room software components and verify that they work properly. Documentation on the software setup architecture specific to the Customer will be provided to the Customer's technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's requests for information.
- Consulting with Customer resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- Company will provision up to two [2] sandbox environments

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information
- Providing Company with Admin contact information to setup Customer's Admin account

Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] sandbox environments created

Acceptance Review Period:

- Seven (7) business days

Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis encompasses the activities necessary to define the optimal configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to align with the Customer's plan review business processes. During this task, the Company team, with input from the Customer, will identify any details related to plan submittal, review, and approval, and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room discipline configuration
- Determine required Approval Stamps

The project dashboard will document and keep track of all the Configuration Analysis tasks and determinations.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system
- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis, and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports, and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

Acceptance Review Period:

- Seven (7) business days

Phase 1 - Deliverable 4: Digital Plan Room Configuration

The Company will configure the Digital Plan Room and make any modifications to the Accela Civic Platform configuration based on the requirements and determinations agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities

- Providing timely and appropriate responses to Company's requests for information
- Making available the appropriate Customer key users and content experts to participate in creating the system to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:

- Configuration documentation provided to Customer
- The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.

Acceptance Review Period:

- Seven (7) business days

Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will evolve into a fully functioning electronic plan review deployment, guided by feedback and input from Customer staff. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. During this phase, the team will simulate as many real-life conditions and project types as possible to understand the capabilities of the designed workflow. Customer staff will record any issues to be assessed and corrected as agreed by both parties. Additionally, training sessions are conducted for administrators and end-users, and any additional training documentation is also provided in this phase.

Phase 2 - Deliverable 1: User Acceptance Testing (UAT)

During UAT, the Company will assist the Customer in testing and validating the configuration and readiness for migration to production. A template test plan that includes general best practices will be provided to the Customer. In cooperation with the Customer, the test plan will be refined to align with the Customer's configuration and business use cases.

After the test plan is completed, the testing effort will commence. This effort will require a significant time commitment from the Customer. The Company will assist the Customer through UAT support and address and resolve issues identified during the UAT process as the Customer's staff carries out the test plan.

Once the entire team reaches a consensus and is confident in the solution, the configuration will be prepared for final migration to production and Go-Live. At this point, a specific Go-live date will be established. UAT will take up to eight [8] weeks, with two [2] to three [3] weeks estimated for UAT script development by the Company, two [2] to three [3] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. A change order is required to add more support if the Company's UAT support exceeds two [2] weeks.

For issues classified as Critical or High defects, a support ticket is opened with the company's engineering team using the company's Service Desk process for review and resolution. All Critical and High defects must be resolved before completing UAT. The following defines Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During dry runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered because of UAT activities

Customer Responsibilities:

- Providing timely and appropriate responses to the Company's request for information

- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to three [3] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:

- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to three [3] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 2: Administrative and Technical Training

The Company will provide training to the Customer's staff, focusing on the administrative and technical setup, as well as Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure that they are confident before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff are responsible for selecting qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

Company Responsibilities:

- Coordinate with the Customer to define the training schedule and logistics
- Deliver training per the specific requirements listed above

Customer Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Customer facilities to accommodate various training classes

- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course
- Ensure that the users install prerequisite software prior to training

Acceptance Criteria:

- Execution of administrative and technical training courses

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 3: End User Training

The Company will undertake all necessary training to operate electronic plan review processes across relevant departments. Training materials and required training sessions will be developed and conducted.

The Company will provide the following onsite or remote training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- One [1] two-hour session for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two [2] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session

It is recommended that each training session be recorded for reference.

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Plan submittal from the customer perspective ○ Understanding the process, a customer will follow to submit an application and submit plans and supporting documents ○ Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors ○ Walkthrough file processing and reviewing the automated sheet numbering.

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	● Resubmittal process from the customer perspective ○ Reviewing & answering issues from a rejected plan set ○ Completing the resubmittal of plan addressing the answered issues.
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	● Plan submittal from a staff perspective when done in-house ● High-level review of Plan Reviewer activities ○ Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	● Accela workflow and the digital plan room ○ Learn how the digital platform interacts with the Accela workflow
	● Completing a plan review ○ Navigating the digital plan room ○ Overview of the viewer and available tools ○ Creating issues & markup ○ Reviewing issues and filtering tools ○ Sheet versioning ○ Comparison tools ○ Stamping ● Rejecting plans & requesting revisions ● Resubmittals & approving plans ● Create print set
	● Overview of Intake Staff usage of the digital plan room ○ Plan submittal from a staff perspective when done in-house
ePermitHub Digital Plan Room embedded into Accela Citizen Access	● Overview of customer usage of digital plan room ○ Plan submittals and file validation & processing



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	○ Reviewing and answering issues contextually from the plan markup
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Company Responsibilities:

- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above

Customer Responsibilities:

- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Ensuring that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of End User Training course to the Customer as described above

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 4: Agency Customer Enablement

In this context, the “Agency” (i.e., County, county, state, etc.) is the Company’s customer, and the “Agency Customer” is the Agency’s customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved documents of their plans

During Agency Customer Enablement, the Company co-presents webinar-based training with the Customer. The Customer publishes videos to a dedicated Digital Plan Room information page on the Customer’s website.

Company Responsibilities:



- Provide three [2] web-based Agency Customer training sessions of one [1.5] hours each covering the following topics:
 - Plan Submittal
 - File Validation Overview
 - Response to Agency Correction comments
 - Plan Re-submittal

Customer Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos
- Coordination of the external customer webinar scheduling, registration and launching of the training

Acceptance Criteria:

- Two [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics:
 - Plan Submittal
 - File Validation Overview
 - Response to Customer comments
 - Plan Re-submittal
- Execution of training for Customer's customers as described above

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 5: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the pre-installation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer

- Remote support during Go-Live

Customer Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Go-Live Migration Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

- Seven (7) business days

Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the Tier 1 and Tier 2 support functions covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable consists of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues, "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support to transition support of future issues and questions from the Customer to the Company Customer Support program.

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

- 6-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- The transition of support from the Professional Services team to Customer Technical Support for ongoing support

Company Responsibilities:

- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to the Company's request for information
- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:

- Six [6] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:

- Seven [7] days

Risk and Issue Management

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its deliverables. Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk on the project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process, causing an increase in scope and/or budget.
3. The integration scope is altered and extended, causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the Customer site.
6. Customer staff availability for User Acceptance testing.

7. Customer staff availability for training.
8. Customer organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve project risks, the Company team will:

- Develop and maintain a Risk and Issues Management tracker to maintain collaboration between the Customer project leadership, Accela and Company implementation team.
- Work with the Customer in order to resolve or mitigate risks or issues with the objective of not compromising project deliverables
- Escalate Risks and Issues when necessary to the appropriate Customer team leadership

Appendix B: Accela Record Types with Plan Reviews in Project Scope

- Reference Appendix A of the Accela Statement of Work for record types per phase

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

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **76,000.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'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 below, CONTRACTOR 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 CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
50%	Contract Execution	\$38,000.00
50%	Two weeks post go-live	\$38,000.00

The final milestone payment 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. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit C Risk Management

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third-party claims, actions, losses, damages, judgments and/or liabilities to the extent arising out of this Agreement from any grossly negligent acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any third-party claim except where such indemnification is prohibited by law; provided that COUNTY provides: (a) CONTRACTOR notice of such claim as soon as practical and in no event later than would reasonably permit CONTRACTOR to respond to such claim, (b) reasonable cooperation to CONTRACTOR at CONTRACTOR's expense, in the defense and/or settlement of such claim and (c) CONTRACTOR the sole and exclusive control of the defense, litigation and settlement of such claim.

CONTRACTOR'S duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY'S sole or active negligence.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01, or its equivalent, covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or its equivalent, or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability** insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR 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.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY 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 COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation for CGL, Auto, or Worker's Compensation, which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to the COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to

the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance that is usual and customary for the work they may provide under this Agreement meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on any applicable insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

