



Order Form for: Pacific County, WA  
 Quote Number: **SFDC-06249**  
 Valid Through: 12/31/2012  
 Subscription Agreement: Version 0212a  
 Proposed By: Christina Clark

### Address Information

**Bill To:**

Pacific Co, WA  
 Dept. of Community Development  
 P.O.Box 68  
 South Bend, Washington 98586

Billing email: ftaylor@co.pacific.wa.us  
 Billing Phone: (360) 875-9356

**Ship To:**

Pacific Co, WA  
 Dep.t of Community Development  
 300 Memorial Drive  
 South Bend, WA 98586

Attn: Faith Taylor-Eldred  
 Email: ftaylor@co.pacific.wa.us

### Payment Terms and Conditions

Number of Annual Terms: 5  
 Service Start Date: 12/28/2012  
 Service End Date: 12/27/2017  
 Billing Frequency: Annual

Payment Method: Check  
 Payment Terms: Net 30  
 Billing Method: Email  
 PO Required (yes)  
 PO Number: 20519

### Products and Services

Product	Named Users included	Net Price
Accela Automation – Subscription Users	9	\$10,692.00
Accela Mobile – Subscription Users	0	\$0.00
Accela Citizen Access Subscription (population)	20920	\$627.60
<b>Total Subscription Fees</b>		<b>\$11,319.60</b>

### Other Terms and Conditions

- Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.
- If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Customer

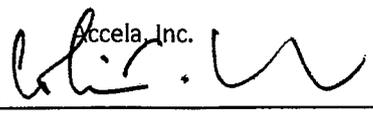
Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Accela, Inc.

Signature 

Name Colin M. Samuels

Title Asst. Corp. Secretary

Date 11 December 2012

## ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 0212a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than ninety (90) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-days period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela

and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and

may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.**

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as liquidated damages calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as  $U = O / (M - P) * 100$ , where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to

which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. Customer retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data, as updated or modified by Customer's use of the Subscribed Services, in a machine-readable format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not

"Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

**22. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

23. If Accela is delayed in its performance of any obligation hereunder to causes or effects beyond its control, Accela will give timely notice to Customer of

such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the services described herein.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

**END OF TERMS**

## SERVICES AGREEMENT

- |                   |  |  |
|-------------------|--|--|
| 1. <u>Parties</u> | <b>ACCELA</b><br>Accela, Inc.<br>2633 Camino Ramon, Suite 120<br>Bishop Ranch 3<br>San Ramon, California 94583<br>Attention: Contracts Administration<br>T: 925.659.3200<br>F: 925.407.2722<br>e-Mail: contractsadmin@accela.com | <b>CUSTOMER</b><br>County of Pacific, Washington<br>1216 West Robert Bush Drive<br>Post Office Box 68<br>South Bend, Washington 98586<br>Attention: Faith Taylor-Eldred<br>T: 360.875.9356<br>F: N/A<br>e-Mail: ftaylor@co.pacific.wa.us |
|-------------------|--|--|

This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

### 2. Term and Termination

2.1 Term Provided that Customer signs and returns this SA to Accela no later than **December 28, 2012**, this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.

2.2 Termination Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to Accela.

### 3. Professional Services Accela will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3.1 Warranty Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry.

3.2 Customer Cooperation As required, Customer agrees to provide Accela with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for Accela to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.

### 3.3 Compensation

3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to Accela the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by Customer, and based on Accela's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse Accela for airfare, travel time, lodging,

rental transportation, meals, and other miscellaneous expenses at current rates. Customer will reimburse Accela for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, Accela will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

- 3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

#### 4. Confidentiality

- 4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
  - b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
  - c) information disclosed pursuant to Subsection 4.4 below;
  - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
  - e) information which is subpoenaed by governmental or judicial authority; and
  - f) information subject to disclosure pursuant to a state's public records laws.
- 4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").
- 4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a

request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.4 Publicity During the term of this SA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

## 5. Other Terms and Conditions

5.1 Mutual Indemnification Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold Accela and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.

5.2 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

5.3 Insurance Coverage Accela will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.

5.4 Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

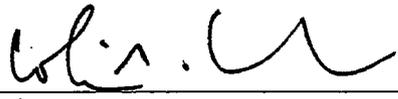
5.5 Dispute Resolution This SA is governed by the laws of the State of Washington. Any controversy or claim arising out of or relating to this SA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Pacific County, Washington. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this SA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the

controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this SA will not prevent that party from thereafter objecting to that breach or any other breach of this SA.

- 5.6 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Professional Services described hereinabove.
- 5.7 Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.
- 5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

ACCELA

CUSTOMER

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Colin M. Samuels  
(Print Name)

\_\_\_\_\_  
(Print Name)

Its Asst. Corp. Secretary  
(Title)

Its \_\_\_\_\_  
(Title)

Dated: 11 December 2012  
(Month, Day, Year)

Dated: \_\_\_\_\_  
(Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT

**EXHIBIT A**

Statement of Work (SOW) document follows this page.

**END OF DOCUMENT**



THE LEADING PROVIDER OF  
**GOVERNMENT ENTERPRISE MANAGEMENT SOLUTIONS**

# Statement of Work

**Pacific County, WA**

Version 1.2

December 11, 2012

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## DOCUMENT CONTROL

Date	Author	Version	Change Reference
11/28/2012	Ean Darbo	1.0	Initial Draft
12/6/2012	Ean Darbo	1.1	Updates based on feedback from customer
12/11/2012	Christina Clark	1.2	Final updates agreed to by customer and Accela

## OVERVIEW

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. The implementation of Accela products is designed specifically to meet the specific requirements and budget defined by Pacific County, Washington ("Agency"). Accela will utilize a best practice Implementation Methodology, based on previous client interactions and industry knowledge, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Accela Services will implement the software you have purchased, including the major milestones and deliverables that will ensure your success.

Accela is committed to providing a superior software solution, and deployment of the software, for the current and future needs of the Agency. Accela will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") dated December 11, 2012 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") 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 Accela Automation and Accela Citizen Access for the Agency. Accela will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

### PROJECT TIMELINE

The term of this project is 438 hours billed at \$158.00 per hour.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned Accela resource will work with the Agency to collaboratively define a high level, baseline project schedule. Accela will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Accela 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 MANAGEMENT

Accela will not be assigning a dedicated project manager. Accela expects that the Agency will manage the project timeline and work with the assigned Accela staff should the timeline require any changes to ensure resource availability.

### 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 Accela, identifying and monitoring project risks, and promoting strong project communication.

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- **Knowledge Transfer** – While Accela cannot guarantee specific expertise for Agency staff as a result of participating in the project, Accela will make all reasonable efforts to transfer knowledge to the Agency. Specifically, Accela has proposed to work onsite as much as possible, hand in hand with the Agency project team to further this goal. It is critical that Agency personnel work with Accela in order to schedule all work in the best manner to facilitate knowledge transfer and resource availability.
- **Dedicated Agency Participation** – Accela fully understands that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Automation 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. Accela will communicate insufficient participation of Agency and Accela resources to the project sponsor with real and potential impacts to the project timeline.
- **Accela Implementation Methodology** – Accela's successful, proven, implementation methodology is crucial to the project success. Accela's Automation software and customer base is a niche market and as such the 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

- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope, requested by the Agency will require a Change Order to reimburse Accela for the additional costs associated with the change.
- Agency will be delivered a monthly summary of expenditures during the term of this project.
- Upon project completion, any unused prepaid Professional Services or Travel Expense fees will remain "on account" and may be applied to any future purchase of Accela products or services.
- Agency will provide work space for Accela Services for work completed on Agency premises. Accela anticipates only 1 staff member onsite at any given time.
- Accela will implement the version of Accela Automation that is deployed on the Accela hosted environment.
- 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.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW.

### 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, Accela will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

#### DELIVERABLE 1: ACCELA AUTOMATION SETUP

Upon Contract signing, Accela will setup a Development and Test system in the Accela Hosted environment and load the Best Practice Templates for land management into the configuration. Additionally, these environments will be licensed according to the Agency license agreement. Accela has allocated a total of 16 hours to the tasks in this deliverable.

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

> **URL's and login information for each environment**

Specifically, Accela will perform the following tasks within the support environment:

- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Configure Accela Automation to use Crystal Reports
- Install the product licenses per the Licensing Agreement
- Install the Land Management Best Practices Template Configuration

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
- Setup the Accela Automation software on the Accela server.
- Provide desktop requirements documentation to Agency.

### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

### Acceptance Criteria:

- Confirmation of ability to log into the Accela Automation software

## **DELIVERABLE 2: UPDATES TO BEST PRACTICE CONFIGURATION**

Accela resources will dedicate 110 hours of consulting assistance to be used to update the delivered Best Practice Templates for the Agency specific business processes where needed. The following list provides examples of the types of updates that may be required;

- Add or rename existing fields in order to account for Agency business processes and/or data conversion mapping.
- Define and create user accounts with associated user groups/security access.
- Updates to existing workflows as needed
- Updates to existing system dropdown fields
- Updates and creation of Agency specific fee schedules
- Updates and creation of Agency specific inspection types and guidesheets/checklists
- Others areas as defined

These hours can be used, at the Agency's discretion, for additional training, oversight, issue resolution and actual configuration work.

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

> **Completion of 110 hours of consulting assistance**

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.

## Statement of Work

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- Interview staff in order to understand existing business processes.
- Conduct requested sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to complete required consulting.

### Agency Responsibilities:

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

### Acceptance Criteria:

- Completion of 110 hours of consulting services.

## DATA CONVERSION

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The Accela 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 Accela team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Automation and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. 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 Accela may recommend to understand 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 may begin with Accela's mapping tool and conversion iterations performed as outlined in the timeline.

Accela will guide the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. 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.

The required data mapping effort will be conducted by Agency personnel with assistance from Accela. Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Automation database. **PLEASE REFER TO APPENDIX A FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA'S CONVERSION APPROACH.**

Accela has allocated a total of 160 hours to data conversion related activities.

### **DELIVERABLE 3: HISTORICAL DATA CONVERSION ANALYSIS**

Upon receipt of Agency's Permits Plus data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Automation.

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

> **Historical Data Conversion Mapping Document**

## Statement of Work

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### Accela Responsibilities:

- Assist the Agency to define and document historical data elements that are required for the conversion.
- Facilitate the data analysis and mapping process.
- Complete the Data Conversion Mapping Document.

### Agency Responsibilities:

- Provide historical data in acceptable formats.
- Provide subject matter experts on the data source to identify key components of the historical data.
- Provide subject matter experts on the historical configuration to work on the data mapping process.
- Review and sign-off on completed Data Conversion Mapping document.

### Acceptance Criteria:

- The Historical Data Conversion Mapping document identifies historical data elements that will be converted into Accela Automation as well as document special consideration (ex. merging data sources, phasing, etc.)

### Acceptance Review Period:

- Ten (10) business days total

## **DELIVERABLE 4: HISTORICAL DATA CONVERSION DEVELOPMENT**

Upon Agency approval of the Historical Data Conversion Mapping document, (Deliverable 3), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the final mapping, the Accela will load the data into the Test environment for validation.

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

➤ Migrated historical data into Accela Automation testing database environment.

### Accela Responsibilities:

- Provide a program to migrate historical data into the Agency's AA test database environment.
- Each data conversion will include up to three (3) conversion loads for client testing.
- Validate the successful completion of the migration of historical data into the Agency's test environment.

### Agency Responsibilities:

- Providing the historical data in an accepted format.
- Assist in the execution of the data conversion program and provide access to environments as needed.
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation.

### Acceptance Criteria:

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

### Acceptance Review Period:

- Ten (10) business days total

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### DELIVERABLE 5: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup, analysis, configuration and online merchant account setup assistance for the Accela Citizen Access (ACA) software on the Test site. Subsequently, Accela will work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. A total of 120 hours has been allocated to ACA activities.

Features available for configuration include:

(Permit/License/Complaint) Research

- Permit Application and Issuance
- License Renewals
- Inspection Request Entry
- Inspection Results Research
- Status tracking

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

- Accela Citizen Access Configuration Specifications Document (MS Word)
- Configuration of Online Record types in Accela Automation

#### Accela Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments.
- Assist agency in set up and validation of merchant account integration.
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access.
- Create configuration specification for Accela Citizen Access based on analysis with the Agency.
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access.

#### Agency Responsibilities:

- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration phase of the project.
- Perform testing of all Online Record types for purposes of validating the configuration.

#### Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Automation back office configuration.
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s).

#### Acceptance Review Period:

- Ten (10) business days

### DELIVERABLE 6: ADMINISTRATIVE AND TECHNICAL TRAINING

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing

## Statement of Work

requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In addition to a comprehensive administrator training course that spans three days, Accela will also train Agency users on the administration and use of the system. Specifically, the following courses will be provided to the Agency.

- Core Team Training,
- Accela Automation Administrator Training.

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

- One-day Accela Core Team Training
- Three-day Accela Administrator Training course

### Accela Responsibilities:

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

### Agency Responsibilities:

- Select and prepare the power-users who will be participating 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 Agency 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 use of standard Internet browsers as a prerequisite for the course.

### Acceptance Criteria:

- Execution of listed training courses

## PAYMENT SCHEDULE

All Services fees are invoiced upon commencing the project. The breakdown of hours and dollars per task is detailed in the table below.

<b>Task</b>	<b>Price</b>	<b>Hours</b>
System Setup	\$2,528.00	16
Permits Plus Data Conversion	\$25,280.00	160
Updates to Best Practice Configuration	\$17,380.00	110
Training	\$5,056.00	32
Accela Citizen Access	\$18,960.00	120
<b>Total of Required Tasks</b>	<b>\$69,204.00</b>	<b>438</b>
<b>*Travel Estimate (5 trips)</b>	<b>\$7,500.00</b>	
<b>Total Hours and Travel</b>	<b>\$76,704.00</b>	

\*For Travel estimate, Accela used the following estimates:

- Airfare - \$400
- Car rental - \$250 per trip

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- Meals - \$60/per day
- Lodging - \$120/per night
- Incidentals (Gas, Airport Parking, etc.) - \$70 per trip
- 5 day, 4 night trips, leave Monday return Friday
- Total estimate of \$1500/trip

## APPENDIX A – DATA CONVERSION ASSUMPTIONS

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order for Accela services.

### GENERAL INFORMATION AND REQUIREMENTS FOR HISTORICAL CONVERSIONS

- The standard data conversion includes the conversion of transactional data to the Accela Automation database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Accela will perform unit testing of the conversion program including spot checks of the data within Accela Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before Accela will begin the data conversion mapping effort.

### DATA CONVERSION ASSUMPTIONS

- **"As-Is" Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation "As-is". All data cleanup must occur prior to execution into Accela Automation.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Documents:** Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Automation, provided the Agency provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See [Standard Document Migration](#) for additional details.

### STANDARD DOCUMENT MIGRATION

The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3<sup>rd</sup> party EDMS is used by Accela Automation, it is still possible to convert documents if the 3<sup>rd</sup> party interface supports the create method.

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At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system prior to be evaluated for conversion.