



RESOLUTION No. 20-168

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH ACCELA, INC. BEGINNING APRIL 27, 2020 AND ENDING APRIL 26, 2023 FOR A MAXIMUM CONTRACT AMOUNT OF \$155,660 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT

WHEREAS, pursuant to Resolution 15-154 the Nevada County Board of Supervisors authorized an agreement to purchase software and ongoing maintenance and support from Accela, Inc.; and

WHEREAS, the five-year software maintenance agreement expires on April 26, 2020; and

WHEREAS, the Nevada County Community Development Agency wishes to create a new contract and to extend the contract with Accela, Inc. for three years; and

WHEREAS, the new contract has a maximum contract amount of \$49,376.60 for April 27, 2020 through April 26, 2021, and a maximum contract amount of \$51,845.43 for April 27, 2021 through April 26, 2022, and a maximum contract amount of 54,437.70 for April 27, 2022 through April 26, 2023, and will be paid from budget code 1123-20707-321-1000/521475; and

WHEREAS, no budget amendment is needed for the Nevada County Community Development Agency Admin budget for Fiscal Year 2019/20.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada approves this contract between the County of Nevada and Accela, Inc. beginning April 27, 2020 and ending April 26, 2023, in the maximum amount of \$155,660 and authorizes the Chair of the Board of Supervisors to execute the contract on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 12th day of May, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,
Susan K. Hoek and Richard Anderson

Noes: None.

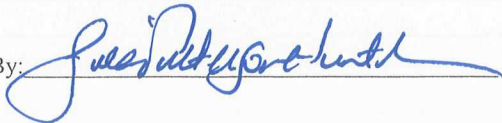
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:



Heidi Hall, Chair

5/12/20 cc: CDA*
A-C* (Hold)

5/14/2020 cc: CDA
AC*(release)

ACCELA MASTER LICENSING AGREEMENT

This Master Licensing Agreement (“**MLA**” or “**Agreement**”) is entered into by and between Accela, Inc. a California corporation with a principal place of business at 2633 Camino Ramon, Suite 500, Bishop Ranch, San Ramon, California 94583 (“**Accela**” or “**Contractor**”) and Customer identified on the **Order Form** (“**Customer**” or “**County**”).

Purchase or use of the Software (defined below) is subject to this Agreement. This Agreement shall become effective as of the last date of signature (the “Effective Date”).

1. Software License and Proprietary Rights

1.1. License Grant. Accela retains full ownership in the Accela software products (“Software”) purchased by Customer under this Agreement, as listed in Customer’s order form to which this Agreement is incorporated and related Documentation (means Accela’s then-current technical and functional documentation for the Software as made generally available by Accela) and any other programming provided by Accela (regardless of its form). Accela grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable right and license to use the Software and Documentation for internal business purposes only during the License Term and for the quantity of units as designated in the ordering document(s) (“Order Form”) use to purchase the Software and the Documentation. Each Order Form will form part of this Agreement. The Software will be delivered or made available to Customer for electronic download from Accela’s File Transfer Protocol (“FTP”) site. For purposes hereof, the “License Term” begins on the date Accela delivers the Software license keys to the Customer and extends for the period specified in the applicable Order Form (unless earlier terminated in accordance with this Agreement). Customer is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer’s possession or control.

1.2. Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not (and shall not permit any third party to):

- (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from software;
- (b) obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Software or any Documentation related thereto;
- (c) cause the decompiling, disassembly, or reverse engineering of any portion of Software, or attempt to discover any source code or other operational mechanisms of the Software, unless and then only to the extent expressly permitted by applicable law without consent;
- (d) modify, adapt, translate or create derivative works based on all or any part of the Software;
- (e) use any Software or Documentation in violation of any applicable laws and regulations; or
- (f) use the Software or Documentation to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing, spamming, denial-of-service attacks or other fraudulent or

criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, or the Software or data contained therein, or (4) attempt to gain unauthorized access to the Software.

- 1.3. **Proprietary Rights** Accela shall retain all intellectual property rights in and to the Software and Documentation, and any improvements, design contributions, updates, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Software license, do not provide Customer with title to or ownership of the Software.
- 1.4. The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The number of licenses is as shown in the Order Form (Exhibit C). The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse, retroactive to the date of non-compliance, based on Accela's (or its authorized partner's) then-current pricing. Any assessed costs for overuse will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this section is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
2. **Maintenance and Support.** "Support" is defined as Accela's obligations to respond to support requests as described in Exhibit A. "Maintenance" is defined as Accela's obligations related to error resolution, bug fixes, and the provision of Software updates and upgrades made generally commercially available to Accela in its sole discretion, as all described in Exhibit A ("Update"). All Updates will be delivered or made available to Customer for electronic download from Accela's FTP site or via such other delivery method as agreed to by the Parties in writing. Subject to the Customer's payment of the fees set forth in the applicable Order Form(s), Accela will provide Maintenance and Support for the Software, including security updates for the components whose source code is owned and managed by Accela, the customer is responsible for obtaining the updates and maintaining the security of supporting infrastructure such as networking gear, its application servers (that Accela does not solely control), its own databases (that Accela does not solely control), and operating systems etc. For time-limited licenses of the Software (as set forth in the Order Form, "Term License"), the fees for Maintenance and Support are included in the fees for the Software. For Perpetual licenses, (i) Accela shall invoice Customer the applicable fees for Maintenance and Support ("Maintenance and Support Fees") upon execution of the Order Form, and (ii) subject to payment of the Maintenance and Support Fees, Accela will provide Support for the Maintenance and Support period set forth in the Order Form, as it may be renewed (the "Maintenance and Support Term). If Maintenance and Support terminates with respect to any perpetual licenses and the Customer is in good standing under this Agreement, the Customer may reinstate Maintenance and Support on payment of the cumulative Maintenance and Support Fees applicable for the period during which Maintenance and Support lapsed, plus Maintenance and Support Fees for the reinstated Maintenance and Support Term. Notwithstanding anything herein to the contrary, if Customer receives Support from an

authorized partner of Accela ("Partner"), then the support terms agreed upon by Customer and such Partner shall govern in lieu of those set forth in Exhibit A, and Accela shall have no support obligations to Customer.

2.1. Support Commitment. Accela will commence and complete the Support Services described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications, available at <https://accela.box.com/SoftwareSpecs> (which URL and content may be updated by Accela from time to time) ("Specifications"). Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be repair or replacement, as determined by Accela.

3. Payment Terms

3.1. Pricing. Customer will be invoiced for those amounts defined in Exhibit C and at those prices set forth in an Order Form (an "Invoice"). Fees do not include any configuration of the Software (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Software is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under this Agreement 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.

3.2. Payments. Customer shall pay Invoices within thirty (30) days of the invoice date (the "Invoice Due Date"). All payment obligations are non-cancelable and all amounts paid are non-refundable, except for amounts paid in error that are not actually due under this Agreement. The fees paid by Customer are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on Accela's income. Accela shall have no responsibility for any Invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the Invoice Due Date at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lesser. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by Accela, Customer will obtain and furnish to Accela tax receipts or other certificates issued by the competent taxation office showing the payments of the withholding tax within a reasonable time after payment. Following notice, Accela shall be entitled to suspend Customer's access to the Software if payments are not received within thirty (30) days of the Invoice Due Date. Maintenance and Support Fees will be subject to an automatic annual increase by not more than three percent (3%) of the prior year's Maintenance and Support Fees ("Uplift"). Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Partner, then the payment terms agreed by Customer and such Partner shall govern to the extent anything in this Section 3 conflicts with such Partner payment terms.

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. "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 foregoing, 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 MLA 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.

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 MLA ("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. Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity

4.5. Publicity. During the term of this MLA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer with Customer's consent. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer.

5. Term and Termination

5.1. Term. The term of this Agreement shall begin April 27, 2020 and will remain in effect until April 26, 2023. All Term Licenses (and Maintenance and Support Terms, if applicable) expire on April 26, 2023 or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder.

5.2. Termination by Customer

5.5.5 The Customer's payment and performance obligations under this Agreement shall be subject to and conditioned on the discretionary annual appropriation of funds by the County. In the event funds are not appropriated or otherwise made available to support the continuation of payment and performance under this Agreement in a subsequent fiscal period, this Agreement shall be terminated on the last day of the fiscal period for which appropriations were made, and the Customer will be discharged from any further cost, penalty, or obligation.

5.5.6 For Cause: Should Contractor materially default in its performance of this Agreement or materially breach any of its provisions of this Agreement, the Customer may elect to suspend payments with prior written notice or, if Contractor has not cured its material default or material breach within thirty (30) days after prior written notice of such material default or material breach, Customer may terminate this Agreement.

5.3. Termination by Contractor

5.5.7 For Nonpayment: Should Customer fail to pay Contractor all or any part of the payment set forth in the Order Form, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by Customer within thirty (30) days of written notice to Customer of such late payment.

5.5.8 For Cause: Should Customer default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

5.4. Disentanglement

If directed by Customer, Contractor shall reasonably cooperate with Customer and Customer's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall reasonably cooperate with Customer to provide the Customer data to Customer or to any replacement provider designated by Customer. The parties shall work in good faith to avoid any interruption or adverse impact on those Customer pre-paid services as provided by Contractor. Contractor shall reasonably cooperate with Customer and any new service provider in effecting a transition of the Customer data to the new service provider. Contractor shall either immediately stop all work or provide for the prompt and orderly conclusion of all work pre-paid for by Customer under this Agreement. Any additional work, beyond providing the Customer data to Customer or its designee, shall be negotiated by and between the parties and, if an agreement is reached, billed to Customer at Contractor's then current rates. .

5.5. Return, Transfer and Removal of Data and other Assets

5.5.1 Upon termination of this Agreement, Contractor shall return to Customer all Customer data in Contractor's possession.

5.5.2 Upon termination of this Agreement, Contractor shall ensure that any and all of Customer's data maintained by Contractor is extracted in a commercially recognized format prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said Customer data is securely transmitted or delivered to Customer or Customer's designee.

5.6. Source Code Escrow. Within 30 days following Final Acceptance by the Customer, Contractor shall add the Customer to the list of customers that are reflected on its multi-party escrow agreement. Contractor, on behalf of its customers, has entered into an escrow agreement, and deposited its source code for the Software and relevant explanatory documentation. Such deposit shall be updated from time to time by Contractor such that what is on deposit with the Escrow Agent reflects Enhancements, Customizations and other modifications to the Software licensed to the Customer. Should certain events reflected in the escrow agreement occur, then the Customer may demand the release, and upon such demand receive the source code and accompanying documentation from the Escrow Agent. In the event the source code is released to the Customer, the Customer shall have the right to use the source code to provide technical improvements and enhancements to the Software, but shall not have the right to sell, assign or transfer the right to use the Software to another party. Contractor's obligations and the Customer's rights under the escrow arrangement shall cease to exist upon termination or expiration of this Agreement.

5.7. Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by Customer and that Customer will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, Customer and Contractor may renegotiate the contract upon mutual agreement of the parties.

5.8. Effect of Termination: Contractor shall reasonably cooperate with Customer to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall reasonably cooperate with Customer to ensure that any and all of Customer's data in Contractor's possession is extracted in a commercially recognized format prior to the termination date, and that said data is securely transmitted to Customer or its designee. The termination of this Agreement shall not affect the Customer's rights that survive termination provided that Customer has paid all Software license fees and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials to Contractor. Customer shall certify such action in writing to Contractor within one (1) month after the termination date.

Customer shall upon expiration or termination of this Agreement, (i) with respect to Term Licenses, all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related Documentation within Customer's possession and control; (ii) with respect to perpetual licenses, these will survive termination of this

Agreement unless Contractor terminates the Agreement for Customer's breach of this Agreement in which case all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related Documentation within Customer's possession and control; and (iii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control.

Accela may terminate this Agreement in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer 120 day notice and the parties will mutually agree to a migration plan with no additional cost to Customer for converting Customer to another Accela generally-available offering with comparable functionality.

5.9. Survival. All fees that have accrued as of such expiration or termination, and Sections 1.3, 3, 4, 5.4, 5.5, 5.8, 5.9, 6.3, 7, 9, 10 and 12, will survive any expiration or termination hereof.

6. Warranties and Disclaimers

6.1. Limited Warranty. Accela warrants that during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Specifications for the applicable Software version. Accela's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Accela shall be required to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the Specifications, and if Accela is unable to materially restore such functionality within thirty (30) days from the date of written notice of such breach, Customer shall be entitled to terminate the license to the affected Software upon written notice.. Customer must notify Accela in writing of any warranty breaches within such warranty period, and Customer must have installed and configured the Software in accordance with the Specifications to be eligible for the foregoing remedy

6.2. Warranty of Non-infringement. Accela warrants that it has full power and authority to grant the Software license set out in Section 1.1 and that, as of the effective date of this Agreement, the Software does not infringe any existing intellectual property rights of any third party. If a third-party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

6.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL SOFTWARE AND MAINTENANCE AND SUPPORT ARE PROVIDED "AS IS" AND ACCELA AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. ACCELA EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE OR MAINTENANCE AND SUPPORT OR THAT THE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

7. Mutual Indemnification

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that:

(i) a third party has suffered injury, damage or loss resulting from Customer's use of the Software or (ii) Customer has used the Software in a manner that violates this Agreement or applicable law.

7.2. Indemnification by Accela. Accela will defend (or at Accela's option, settle) indemnify and hold harmless Customer, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments, damages, losses or expenses, **arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the Customer.**

In regard to any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Accela hereunder, infringes or misappropriates the intellectual property rights of any third-party, Accela will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. In the event that the use of the Software is, or in Accela's sole opinion is likely to become, subject to such a claim, Accela's, at its option and expense, may (i) replace the applicable Software with functionally equivalent non-infringing technology, (ii) obtain a license for Customer's continued use of the applicable Software, or (iii) terminate the license and provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). The foregoing indemnification obligation of Accela will not apply: (i) if the Software is modified by Customer or its agent; (ii) if the Software is combined with other non-Accela products, applications, or processes, but solely to the extent the alleged infringement is caused by such combination; or (iii) to any unauthorized use of the Software. The foregoing shall be Customer's sole remedy with respect to any claim of infringement of third party intellectual property rights.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (iii) give sole authority to the indemnifying party to defend or settle such claim.

8. Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

8.1 Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance, which insurance shall include the following:

- 8.1.1** Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$2,000,000.
 - 8.1.2** The County is included as an additional insured under said policy but only to the extent of the liabilities falling within Contractor's indemnity obligations pursuant to this Agreement with respect to claims or suits directly arising from Contractor's product(s) and/or services provided under this Agreement by Contractor;
 - 8.1.3** A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance but only to the extent of the liabilities falling within Contractor's indemnity obligations pursuant to this Agreement; and
 - 8.1.4** A provision that said insurance shall endeavor to provide for thirty (30) days' notice to County of any termination non-renewal (except ten (10) days' notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 8.2** Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 8.3** Cyber Liability Insurance: Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance with limits of not less than \$1,000,000 for each claim and an annual aggregate of \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- 8.4** Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance, which insurance shall include the following provisions:
- 8.4.1** Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - 8.4.2** The County is included as an additional insured under said policy, with respect to claims or suits arising from the Services provided under this Agreement but only to the extent Contractor's liabilities fall within its indemnity obligations pursuant to this Agreement;
 - 8.4.3** A provision that said insurance shall be primary; and,
 - 8.4.4** Said insurance shall endeavor to provide for thirty (30) days' notice to County of any termination or non-renewal (except ten (10) days' notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of

termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

8.5 Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self-insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.

8.6 Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the County specifically consents to "claims made" coverage. Notwithstanding anything to the contrary, (1) County herein consents for Errors and Omissions coverage on a "claims made" form and (2) the insurance limits and Limit of Liability are completely independent of each other. For example, if the amount paid by Customer in the 12 month period preceding the incident is \$1M and the insurance coverage is \$2M, the insurance coverage is still \$2M (which does not increase the Limit of Liability). If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

9. LIMITATION OF LIABILITY. The limits below will not apply to the extent prohibited by applicable law.

IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO ACCELA IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

NEITHER ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SOFTWARE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF

SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

10. Third Party Services

Customer may choose to obtain products and services that are provided or supported by third parties ("Third-Party Services") for use with the Software. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and Customer, and Accela assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third Party Services. Further, Accela will not be responsible to the extent failure of the Software to operate as warranted is caused by or results from: (i) any modification to the Software not previously approved by Accela; (ii) combination, operation or use of the Software with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Software other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the exclusions indicated in Exhibit A.

10.2 Subscription Services. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Subscription Service, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

10.3 Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except that Accela may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Accela Privacy Policy.

11. Right to New Versions

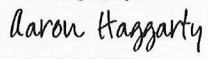
If Contractor creates a new version/update (not upgrade) of the Software, Contractor will provide that new version/update to Customer at no additional charge so long as the Customer is current with payments to Contractor. The delivery of each version/update will include installation, any necessary data conversions, and release documentation that will include release/version/update notes, and any updated training materials prepared by Contractor. Notwithstanding anything in the foregoing to the contrary, the Customer shall, at its own expense, be responsible for the user training with respect to each version/update. For clarity, new versions/updates will preferably maintain the functionality of customizations, enhancements and interfaces performed by Contractor and provided to Customer under this Agreement or any Order. Customer understands implementation of a new version/update may require Customer to upgrade its computer systems.

12. Other Terms and Conditions

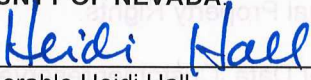
12.1 Jurisdiction This Agreement is governed by the laws of the State of California without regard to its conflict of laws provisions.

- 12.2 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.
- 12.3 Entire Agreement. This Agreement shall govern each Order Form, sales quotation, proposal, purchase order, or other ordering document that references this Agreement. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 12.4 Severability and Amendment If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.
- 12.5 Hosting Notwithstanding anything to the contrary, Accela is not hosting for Customer under this Agreement. As such, Accela has no liability or responsibility for hosting under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MLA as of the dates listed below.

CONTRACTOR: DocuSigned by:


 Name: Aaron Haggarty
 Title: CLO
 Dated: 4/22/2020

COUNTY OF NEVADA:


 Honorable Heidi Hall
 Chair, Board of Supervisors
 Dated: 5-12-2020

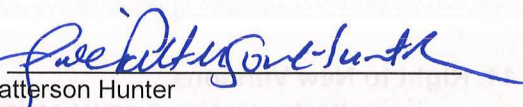
Attest: 
 Julie Patterson Hunter
 Clerk of the Board

EXHIBIT A
ACCELA SOFTWARE SUPPORT POLICY & MAINTENANCE AGREEMENT
(ON-PREMISE)

- 1.0 Software Support and Maintenance Fees:** Software Support and maintenance fees shall be as detailed in Exhibit C, Schedule of Charges and Payments.
- 2.0 Legacy Releases:** Accela provides Maintenance and Support for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 6.1 is released on January 1, 2017, then Accela will provide Maintenance and Support for version 6.0 until January 1, 2018. Accela does not provide Maintenance or Support for any customized Software (or components thereof).
- 3.0 Compliance Updates:** Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide Customer, in a timely manner, with Compliance Updates. The Customer agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support.
- 4.0 Confidentiality of Customer Information.**
- 4.1.** Any information obtained by Contractor or a subcontractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The System must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the Customer.
- 4.2.** Contractor shall not use County's data details such as names, addresses, etc., for any purpose other than providing requested services to the Customer and shall not transmit Customer data to any third party, except as requested required to provide the Services.
- 4.3.** Contractor shall report to Customer within twenty four (24) hours any violations of these provisions with regard to Customer confidentiality of data, or any data security incidents that may result in the unauthorized disclosure of Customer information. Data security incident means any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, Contractor systems; (b) inability to access Customer information or Vendor systems due to a malicious use, attack or exploit of such information or systems; (c) unauthorized access to, theft of or loss of Customer information; (d) unauthorized use of Customer information for purposes of actual or reasonably suspected theft, fraud or identify theft; (e) unauthorized disclosure of Customer information; or (f) breach of, or transmission of malicious code to Customer's Computer Systems arising from, in whole or part, an act, error, or omission by Contractor.
- 4.4.** Contractor shall conduct an internal data security risk assessment and implement reasonable administrative, technical, and physical safeguards designed to protect Customer information from unauthorized disclosure. Contractor shall update the risk assessment and related safeguards at least annually. Upon request by the

Customer, Contractor agrees to provide documentation sufficient to demonstrate Contractor's compliance with the terms of this paragraph.

5.0 Covered Maintenance

Contractor will provide to Customer: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

6.0 Support Services. In support of the Accela Software, Accela will provide Customer with the following first line support:

- a. Telephone Support. Accela's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 4:00a.m. until 6:00p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.
 - b. Email Support. One or more Accela electronic mail addresses to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Accela during its regular business hours of 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday.
 - c. Online Support Materials. Accela will make available to Customer certain archived client-side software updates and other technical information in Accela's online support databases. This Online Support will be continuously available to Customers.
- (2) **Upgrade/Downgrade of Severity Level.** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.
- (3) **Customer Obligations.** Customer may designate up to five (5) persons by whom requests by Customer for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.

As required, Customer will provide Accela or its authorized partner with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

Customer shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.

The Computer System shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or damage caused by any computer virus on Customer's Computer System, except those which may prove to be attributed to Contractor's software or activities.

Customer shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System. Contractor shall not be responsible for any security breach of Customer's Computer System and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System other than that which is caused by an employee of Contractor. Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.

Software Administration. Customer, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,

(4) **Third Party Product Support.** If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third party software, unless expressly specified by Accela in Customer's Agreement.

(5) **Exclusions.** The following Support Exclusions are not covered by this Support Policy, however they may be separately available at rates and on terms which may vary from those described herein:

- a. Services required due to misuse of the Accela-maintained Software;
- b. Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
- c. Services required by Customer to be performed by Accela outside of Accela's usual working hours;
- d. Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
- e. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
- f. Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- g. Services which relate to tasks other than maintenance and support of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- h. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and

- i. New or additional applications, modules, or functionality released by Accela during the term of this Agreement.

7.0 Right to Modify or Cancel Support

7.1 Customer may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days' notice to Contractor.

7.2 Customer may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days' notice to Contractor.

7.3 Customer may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide Customer with right to any software upgrades released during that period.

7.4 The parties agree that Customer may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (a) additional Training; (b) programming, configuration and data migration or repair; (c) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide Customer with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The Customer understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by Customer. The Customer shall be charged at the rates set forth in Exhibit C for the development of requirements by Contractor. All work detailed in any Change Orders will be performed on an as needed basis at the price determine and agreed upon by Contractor and Customer. Any impact on the Software License Fee will also be reflected in the Change Order and agreed upon by Contractor and Customer.

EXHIBIT B
SERVICE LEVEL AGREEMENT
(ON-PREMISE)

(1) **Legacy Releases:** Accela provides Maintenance and Support for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 6.1 is released on January 1, 2017, then Accela will provide Maintenance and Support for version 6.0 until January 1, 2018. Accela does not provide Maintenance or Support for any customized Software (or components thereof).

(2) **General Requirements and Hours of Operation**

- a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- b. **Telephone Support:** Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.

(3) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to three (3) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

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

Agency will ensure Agency Contacts:

Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

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

(5) **Upgrade/Downgrade of Severity Level.** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(6) **Customer Obligations.** As required, Customer will provide Accela or its authorized partner with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

(7) **Third Party Product Support.** If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

(8) **Product Updates**

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update is released it will be made available for general availability for on-premise customers on the Accela FTP site.

(9) **Exclusions.** The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:

- a. Services required due to misuse of the Accela-maintained Software;
- b. Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
- c. Services required by Customer to be performed by Accela outside of Accela's usual working hours;
- d. Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
- e. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
- f. Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- g. Services which relate to tasks other than maintenance and support of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- h. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
- i. New or additional applications, modules, or functionality released by Accela during the term of this Agreement.

(10) Error Classification

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

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

**EXHIBIT C
SCHEDULE OF CHARGES AND PAYMENTS**

The County agrees to reimburse the Contractor for satisfactory performance of services as described in Exhibit "A" a maximum not to exceed the annual amount as defined in the table below for the contract term of April 27, 2020 through April 26, 2023.

Services will be charged per the following fee schedules:

YEAR 1- 4/27/20 through 4/26/21

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access Module Fee	04/27/2020	04/26/2021	12	\$1,351.35	1.00	\$1,351.35
Accela Citizen Access Server Software	04/27/2020	04/26/2021	12	\$1,351.35	1.00	\$1,351.35
Accela Citizen Access Population Fee	04/27/2020	04/26/2021	12	\$0.01	98,764.00	\$970.20
Accela Land Management Annual Maintenance & Support	04/27/2020	04/26/2021	12	\$345.61	85.00	\$29,376.82
Accela GIS Annual Maintenance & Support	04/27/2020	04/26/2021	12	\$109.18	40.00	\$4,367.27
Accela Mobile Office Annual Maint & Support	04/27/2020	04/26/2021	12	\$478.38	25.00	\$11,959.61
					Total	\$49,376.60

Year 2- 4/27/21 through 4/26/2022

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access Module Fee	04/27/2021	04/26/2022	12	\$1,418.92	1.00	\$1,418.92
Accela Citizen Access Server Software	04/27/2021	04/26/2022	12	\$1,418.92	1.00	\$1,418.92
Accela Citizen Access Population Fee	04/27/2021	04/26/2022	12	\$0.01	98,764.00	\$1,018.71
Accela Land Management Annual Maintenance & Support	04/27/2021	04/26/2022	12	\$362.89	85.00	\$30,845.66
Accela GIS Annual Maintenance & Support	04/27/2021	04/26/2022	12	\$114.64	40.00	\$4,585.63
Accela Mobile Office Annual Maint & Support	04/27/2021	04/26/2022	12	\$502.30	25.00	\$12,557.59
					Total	\$51,845.43

Year 3- 4/27/22 through 4/26/23

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access Module Fee	04/27/2022	04/26/2023	12	\$1,489.86	1.00	\$1,489.86
Accela Citizen Access Server Software	04/27/2022	04/26/2023	12	\$1,489.86	1.00	\$1,489.86
Accela Citizen Access Population Fee	04/27/2022	04/26/2023	12	\$0.01	98,764.00	\$1,069.65
Accela Land Management Annual Maintenance & Support	04/27/2022	04/26/2023	12	\$381.03	85.00	\$32,387.94
Accela GIS Annual Maintenance & Support	04/27/2022	04/26/2023	12	\$120.37	40.00	\$4,814.92
Accela Mobile Office Annual Maint & Support	04/27/2022	04/26/2023	12	\$527.42	25.00	\$13,185.47
					Total	\$54,437.70

BILLING AND PAYMENT:

Contractor must send invoice to County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Contract number

Invoices shall be submitted to:

County of Nevada

Community Development Agency

950 Maidu Ave.

Nevada City, CA 95959

Contact Person: CDA Fiscal

(530) 470-2799

e-mail: cda.fiscal@co.nevada.ca.us

County shall review invoices within ten (10) business days and notify the Contractor if an individual cost is in question. County has the option of delaying the entire claim pending resolution of any questioned cost. Payments of approved billing shall be made within thirty (30) days of receipt of an invoice.

Payments will be made in accordance with County processes once an invoice has been approved by the department.
