Accela

Accela, Inc.
Clark County, WA
License and Support Agreement

Signed contract must be returned, to Accela by Client, within 30 days of receipt. In the event signed contract is not received by Accela within 30 days of Client receipt, prices and terms contained herein are subject to increase.

Table of Contents

1. Definitions 3
2. License 4
3. Ownership 4
4. Prices, Adjustments, and Taxes 5
5. Support Services 6
6. Items Not Covered by this License and Support Fee 8
7. Warranty and Limitation of Accela's Liability 9
8. Dispute Resolution 10
9. Client Responsibilities 11
10. Version and Module Upgrades 11
11. Early Termination 12
12. Actions Upon Termination 12
13. Accela Staff 12
14. Access to Client Systems 12
15. Notice 12
16. General 13
17. Acceptance of Agreement 14

Appendix A. Volumes, Prices, and Payment Schedule for License Fees 15
Appendix B. Dates and Term 18
Appendix C. Statement of Work 19
Appendix D. Professional Services Rates 20

LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT made this 31st day of December, 2015.

BETWEEN:

ACCELA, INC. ("Accela") with its principal place of business at 2633 Camino Ramon, Suite 500, San Ramon, California 94583, and the Clark County Public Health Department (hereinafter "Client") with principal place of business at 1601 E Fourth Plain Blvd., Bldg. 17 5th FL., Vancouver, WA 98661, PO Box 9825, Vancouver, WA 98666-8825.

WHEREAS Accela is the developer and owner of a certain set of software products marketed using the trade name EnvisionConnect™;

AND WHEREAS Client desires to obtain from Accela a revocable, non-exclusive, non-sub licensable and non-transferable license for the Client to use Accela's Licensed Programs and services;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

Appendices

The following appendices are attached to and form part of this Agreement:

Appendix	Description
Appendix A	Volumes, Prices, and Payment Schedule for License Fees
Appendix B	Dates and Term
Appendix C	Statement of Work
Appendix D	Professional Services Rates

1. Definitions

1.1. Agreement. The agreement set forth in this document

1.2. Licensed Materials. The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials provided to Client under the terms of this Agreement. Licensed Materials shall not include Source Code.

1.3. Licensed Programs. The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

1.4. Source Code. The term "Source Code" shall mean a full source language statement of the programs owned by Accela used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this

Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.

1.5. Effective Date. The term "Effective Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.

1.6. Anniversary Date. The term "Anniversary Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.

1.7. Version. The term "Version" shall mean an issue of Licensed Programs, which has been made available to the Client.

1.8. Professional Service Request (PSR). The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to in Appendix C, Statement of Work.

1.9. EnvisionConnect. The term EnvisionConnect shall mean the trade name for the Licensed Programs provided under this Agreement as described in Appendix A.

1.10. Inspector. The term "Inspector" shall mean a Client staff member whose job function requires fifty percent (50%) or more time is spent conducting field activities such as inspections or investigations.

2. License

2.1. Accela hereby grants to Client, subject to the terms and conditions of this Agreement, a limited, revocable, non-exclusive, non-sub licensable and non-transferable license ("License") to use the Licensed Materials solely for Client's own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.

2.2. The License also authorizes Client to maintain a back-up copy of the Licensed Programs for use with databases for back up and testing purposes only. Client agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Accela. Client agrees to include the Accela copyright notice on all copies, in whole or in part, in any form. Client agrees to receive prior written approval from Accela before copying any portion of the Licensed Programs for any other purpose, which Accela may, at its sole and unfettered discretion, grant or not grant.

2.3. Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Accela.

2.4. Client agrees to not allow access to the Licensed Programs to any third party without written permission from Accela.

3. Ownership

3.1. Accela is the lawful owner or licensee of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, the Client pursuant to this Agreement are, and remain the property of Accela. No rights in the

Licensed Materials are granted to anyone other than those set forth in this Agreement. The Client shall use its commercially reasonable best efforts to prevent any violations of the Accela's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, encumber, or otherwise transfer the Licensed Materials or use the Licensed Materials for the processing of data for others, except as provided herein.

3.2. The Client shall have no right to modify, enhance, make any form of derivative work, or otherwise change the Licensed Materials in any way without the prior written consent of Accela, however the Client shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.

3.3. The Licensed Materials and all other data or materials supplied by Accela to Client are confidential and proprietary to Accela, protected by law and of substantial value to Accela, and their use and disclosure must be carefully and continuously controlled;

3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of the United States.

3.5. All logos, trademarks and trade names of Accela are proprietary to Accela and may only be used as authorized in writing by Accela.

3.6. Client shall keep all property of Accela free and clear of all claims, liens and encumbrances.

3.7. Client shall notify Accela immediately of the unauthorized possession, use or knowledge of any item supplied to Client pursuant of this Agreement. Client is liable to Accela for any losses incurred while the Software is in Client's possession.

3.8. In the event Client breaches or attempts to breach any of the provisions of this Section 3, Accela shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section 3 shall survive termination of this Agreement.

3.9. All rights not expressly granted to Client are retained by Accela.

4. Prices, Adjustments, and Taxes

4.1. Prices for license fees and professional services are contained in Appendices A and D. The original license and annual fees are based on the number of Inspectors specified in Appendix A. Payment terms are net 30 days.

4.2. Client agrees to pay for additional Inspectors as they are added at Accela's then prevailing license and maintenance fees.

4.3. After the initial term and for successive terms thereafter, Accela will notify Client at least sixty (60) days prior to the end of the then current term of Accela's intent to increase prices for the successive term.

4.4. Any tax, such as sales and use taxes, exclusive of property and income taxes, that Accela is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by Client to Accela, or Client shall pay directly to the taxing agency with

proof of payment provided to Accela. This obligation extends retroactively if so assessed by a taxing agency.

4.5. If Client is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to Client's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by Client over communication lines, via the Internet, a bulletin board service or through a direct connection between Client and Accela computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.

4.6. If Client is using the Licensed Programs in a state other than California then Client is responsible for knowing the sales and use tax rules of that state.

4.7. Accela will assess and Client agrees to pay a late charge of 1 ½ % per month, or the highest amount allowed by law, for each month a payment is 30 days past due.

4.8. Accela reserves the right to withhold services for non-payment of fees.

4.9. Section 6 lists products and services that are not included in the license and support fee. Fees for Client's use of these items are due and payable when invoiced.

5. Support Services

The following services are included in the license and support fees:

5.1. Telephone Support

Accela provides toll free phone support during Accela's regular support hours (4:00 A.M. to 6:00 P.M., Pacific Time, Monday through Friday, excluding Accela's observed holidays.) Authorized callers will be limited to the Client's Primary IT and Primary CS Contacts.

Issues can be reported 24-hours a day via Accela's web-based incident reporting system, e-mail, fax, or telephone. Accela supports both the applications it develops and provides first-tier support the database backend on which these applications run.

Incident Response Time

- E-mail, Phone, or Fax Submissions: One (1) hour M-F, 6am to 8pm with Federal and State holidays excluded
- Internet Submission: instantaneous Web response with incident tracking number

5.2. Web-based Support

All clients have 24-hour access to Accela's web resources.

- Incident Reporting
- Resolution Reporting
- System Documentation

- "Did You Know" Articles
- Online Support Forms

5.3. Licensed Programs Maintenance

Accela will provide revisions of and enhancements to Licensed Material, which includes fixes, patches, and any other modifications to keep the Licensed Programs in conformance with its published specifications as such updates are generally released by Accela. Accela will correct any material error or malfunction in the Licensed Programs that prevents them from operating in conformance with the then current Licensed Materials, or Accela will provide a commercially reasonable alternative that will conform to the then current Licensed Materials.

If Client's system is inoperable due to a reproducible error or malfunction, and Client is using the current release of the Licensed Programs, Accela will provide continuous effort to correct the error or malfunction.

Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this Agreement, but may be separately available at rates and on terms which may vary from those described herein.

Accela will commence and complete the maintenance obligations 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. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Client's exclusive remedy will be damages in an amount equal to the total of License and Support fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Client's maintenance request.

5.4. User Community Tools

User Groups: User group meetings occur on a frequency determined by the user community. These meetings allow users to share ideas, workflows, etc. Client may send representatives to any user group meeting conducted by Accela clients.

Accela's clients use a Community Web Site to share information such as workflows for the Licensed Programs, environmental regulation workflows, user-customized reports, and general questions and answers.

		Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them. In addition, they can join groups, be automatically notified when updates are made to their group, when questions are posed by others, when responses are provided to questions, etc.
5.5.	Refresher Training	There will be no charge for refresher training conducted at Accela's office on mutually agreeable dates, if the material was covered and the attendee(s) Attended Client's initial training. Refresher training does not include training for new Licensed Programs or Client staff that have not been trained before, which are billable services.
5.6.	Client Relationship Management	Accela utilizes a Client Relationship Management (CRM) software application that enables Accela to manage every aspect of our relationship with the client. Client information acquired from sales, marketing, client service, and support is captured and stored in a centralized database to improve client satisfaction. Accela will not release any Client information without prior authorization from the Client.
5.7.	Service Modification	Accela has the right to eliminate, add to, or modify these services.

6. Items Not Covered by this License and Support Fee

6.1. The following services will be provided on a fee basis. Appendix A contains prices for license fees, and all services included in Appendix C Statement of Work that are agreed upon as a condition of this Agreement. Services not specifically included in Appendix C can be obtained from Accela after completion and approval of a Professional Service Request (PSR) at the rates identified in Appendix D.

6.2.	Support Initiated Outside Normal Working Hours	Accela's support hours are 4:00 A.M. to 6:00 P.M., Pacific Time, Monday through Friday, excluding Accela's observed holidays. If Client requires or initiates service outside these hours, Client will pay for such support at Accela's prevailing rates.
6.3.	Data Conversion	
6.4.	Data Correction or Restoration	Unless caused by Accela's negligence while working on Client's system.
6.5.	Custom Programming	
6.6.	Software Implementation	
6.7.	Initial and New Staff Training	

6.8. Client will reimburse Accela for out-of-pocket costs expended on Client's behalf, unless such costs are caused by Accela's negligence. These can include travel and per diem, parts and supplies,

media and reproduction. Accela will obtain Client's prior approval before expending more than $100.00 per incident.

7. Warranty and Limitation of Accela's Liability

7.1. Accela warrants that it is the owner or licensee of the Licensed Materials and that it has full power and authority to grant the License granted hereunder, and that as of the effective date of this Agreement, the Software does not infringe on any existing intellectual property. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Client 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.

7.2. Accela warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials published specifications, at no additional cost to Client, provided that: (a) the Licensed Programs have not been modified, changed or altered by anyone other than Accela or as authorized by Accela in writing; (b) Client is operating the then-current version of the Licensed Programs; (c) Client's computer system is in good operating order and is installed in a suitable operating environment; (d) Client's computer system configuration used in the operation of the Licensed Programs meets Accela's approved specifications as contained in the Statement of Work, Appendix C; (e) the error or defect is not caused by Client or its agents, employees or contractors; (f) Client promptly notifies Accela of the error or defect when it is discovered; (g) all fees then due to Accela have been paid; and (h) Client is not otherwise in breach of its obligations under this Agreement. In such event, Accela shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials published specifications as soon as reasonably practicable under the circumstances.

7.3. If Client notifies Accela of such error or defect and, after investigation by Accela, Accela determines that such error or defect occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 7.2 above, then Client shall reimburse Accela at Accela's then prevailing rates for all costs incurred in investigating such error or defect.

7.4. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY ACCELA TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND ACCELA'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH ACCELA'S THEN-CURRENT LICENSED MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS AT ACCELA'S SOLE AND UNFETTERED DISCRETION.

7.5. ACCELA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY ACCELA. ACCELA PROVIDES NO WARRANTY WHATSOEVER FOR ANY THIRD-PARTY HARDWARE OR SOFTWARE PRODUCTS. IF A

THIRD-PARTY PRODUCT IS SUPPLIED BY ACCELA, NO SUPPORT FOR ANY THIRD-PARTY PRODUCT IS PROVIDED, UNLESS AN ADDENDUM IS ATTACHED HERETO, IDENTIFYING THE PRODUCT AND SPECIFYING THE TERMS AND CONDITIONS OF ANY SUPPORT. THIRD-PARTY APPLICATIONS WHICH UTILIZE OR RELY UPON THE APPLICATION SERVICES MAY BE ADVERSELY AFFECTED BY REMEDIAL OR OTHER ACTIONS PERFORMED PURSUANT TO THIS AGREEMENT.

7.6. 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 CLIENT OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CLIENT 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.

7.7. General Indemnification

7.7.1. Any obligation by Accela to defend or indemnify Client shall be conditioned per Client doing all of the following:

7.7.1.1. Notifying Accela of the claims, damages, losses and/or expenses in writing within a reasonable period of time, such that Accela suffers no prejudice to its rights;

7.7.1.2. Giving Accela the right to control and direct the defense and settlement of that action;

7.7.1.3. Making no compromise, settlement or admission of liability; and

7.7.1.4. Providing reasonable assistance and cooperates in the defense of that action.

7.7.2. Accela's obligations as stated in this section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:

7.7.2.1. Any modification of the EnvisionConnect software other than by Accela, or the combination of the software with non-Accela software or any hardware that fails to comply with the EnvisionConnect hardware and software requirements;

7.7.2.2. Client's use of other than the latest release of the EnvisionConnect software if Client is informed that a claim, suit or proceeding can be avoided by use of the latest release;

7.7.2.3. Any use of the EnvisionConnect software not authorized by this Agreement; or

7.7.2.4. Client may not make any form of derivative work from the Software, although Client is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Client by Accela.

8. Dispute Resolution

8.1. This Agreement is governed by the laws of the State of Washington. Any controversy or claim arising out of or relating to this Agreement, 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

Clark 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 Agreement, 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 Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

9. Client Responsibilities

Client is responsible for the following:

9.1. Timely payment of Accela invoices.

9.2. Provisions of a test system, and use of said system, prior to installing any enhancements, Versions, or Licensed Programs. This shall include testing of any changes made by the Client, including but not limited to:

- Reports
- Page Layouts
- Support Codes
- Configurations

9.3. Provision of appropriate operating environment for Client's computer system, Client employees, and Accela staff when at Client location.

9.4. Provision of knowledgeable, competent operators with an understanding of Client's operations.

9.5. Scheduled training to properly prepare Client's staff to use Licensed Programs.

9.6. Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.

9.7. Notifying Accela of a problem as soon it appears.

10. Version and Module Upgrades

10.1. Accela will periodically make Licensed Programs upgrades and enhancements available to Client as they are generally released. Accela will provide the necessary instructions and software tools so Client can install the upgrades and modifications.

10.2. Accela will test each new Version in beta prior to releasing the software to Client. Client will be provided a test environment in which new Versions will be installed prior to the release of a production Version.

10.3. Client will maintain its system at the current release level of the Licensed Programs. Ninety (90) days after the release of a new Licensed Programs Version, Accela will not be obligated to maintain prior Versions. Accela will have the sole discretion to decide if new Licensed Programs are a no charge upgrade, a no charge enhancement, or a billable offering. Billable offerings are optional, and Client will not be required to purchase them to maintain the current release level.

11. Early Termination

11.1. Either party may terminate this Agreement for a material breach of this Agreement, provided that the party in default has not cured or corrected such breach within thirty (30) days of receiving notice of such breach from the non-breaching party. Such termination may be in addition to any other rights and remedies the terminating party may have at law or in equity.

12. Actions Upon Termination

12.1. Client will cease using Licensed Materials immediately upon termination.

12.2. Within thirty (30) days after termination for any reason, Client will furnish Accela an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Client's hardware and either returned to Accela or destroyed by Client.

12.3. Client will pay all amounts due Accela.

13. Accela Staff

13.1. Client shall not attempt to hire any current or former Accela staff member without prior written consent from Accela.

14. Access to Client Systems

14.1. Client agrees to install such telephone lines, communications software, and communications equipment necessary to allow remote access to Client's computer system. This access will be used to provide technical support and problem resolution. Client shall install its own security measures to prevent unauthorized access. Client shall be responsible for all expenses associated with obtaining and installing such telephone lines and communication equipment. Accela shall provide Client with the appropriate communication software at no additional cost. In the event Accela has to access Client's system remotely, Client shall reimburse Accela for the cost of the telephone call.

15. Notice

15.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Accela:
Attention: Contracts Administration
2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Phone: 925-659-3200
Fax: 925-407-2722
E-mail: contractsadmin@accela.com

For Clark County Public Health:
Kathy Smith
PO Box 9825
Vancouver, WA 98666-8825
Grant Accounting Specialist

Phone: (360) 397-8225
Fax: (360) 397-8110
E-mail: Kathy.Smith@clark.wa.gov

16. General

16.1. Confidentiality. The parties agree to keep confidential all information obtained or learned during the course of furnishing and receiving services under this Agreement, and for two (2) years following any termination or expiration of this Agreement ("Confidentiality Term'), and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided. During the Confidentiality Term, the parties agree to protect the confidentiality of the other party's 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.

16.2. Publicity. During the term of this Agreement, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Client. Such disclosures may indicate Client's identity and the Accela product(s) and services provided or contracted to be provided to Client. 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 Client's express endorsement of Accela's products or services without Client's prior written authorization.

16.3. Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.

16.4. Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.

16.5. This Agreement shall be governed by Washington law, and the court of competent jurisdiction shall be in Clark County, Washington.

16.6. This Agreement can only be modified in writing as approved by authorized signatories of both parties.

16.7. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties. 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.

16.8. Unless otherwise provided herein, Accela may utilize third parties to provide certain services, products or licenses.

16.9. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Client.

16.10. The following provisions will survive the termination or expiration of this Agreement: Appendix A, as to Client's obligation to pay any fees accrued or due at the time of termination or expiration; Section 7 and Section 16.

17. Acceptance of Agreement

Accela and Client have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

Client

Client Representative - Signature

1/27/16

Date Accepted

Mark McCauley, County Manager

Client Representative - Printed Name

The person signing this Agreement on behalf of the Client warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of the Client and accept personal responsibility for damages if they are not so authorized.

Accela, Inc.

Accela Representative

16 February 2016

Date Accepted

Approved as to Form Only

ANTHONY F GOLIK

Prosecuting Attorney

Jane E Vetto

Jane Vetto, Prosecuting Attorney

Appendix A. Volumes, Prices, and Payment Schedule for License Fees

A.1 Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	N/A
Number of Inspectors Using EnvisionConnect Remote	N/A

A.2 Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- ☐ EnvisionConnect
- ☐ EnvisionConnect Remote Use
- ☐ EnvisionConnect hosting
- ☐ Extender
- ☐ Batch Payments Import Tool (BPI)
- ☐ PA to CUPA Transfer Process
- ☒ EnvisionConnect Online

A.3 EnvisionConnect Prices

A.3.1 Prices

Ck	Annual License and Support Fees	No. of Inspectors	Monthly Rate	Monthly Cost	Annual Cost
☐	EnvisionConnect		$ 105.00	$	$
☐	EnvisionConnect Remote Use		$ 60.00	$	$
☒	EnvisionConnect Online	NA	$ NA	$ 1,083.25	$ 12,999.00
☐	Extender		$ 15.75	$	$
☐	Batch Payments Import (BPI)		$ 15.75	$	$
☐	Mobile Vector Control Management		$ 52.50	$	$
	Subtotal			**$ 1,083.25**	**$ 12,999.00**

The following Professional Services Fees cover all services outlined in Appendix C, Statement of Work.

Ck	One Time Professional Service Fees	Amount
☐	Needs Analysis and Configuration – xx hours	$0.00
☐	Web Based Training – xx hours	$0.00
☐	Onsite Training – xx days up to 6 staff	$0.00
☐	Training Per Diem	$0.00
☐	Training Airfare – x flights	$0.00
☐	Data Conversion from Legacy System(s)	$0.00
☐	Report Development	$0.00
☐	EnvisionConnect Onlinel Set Up	$12,000.00
☐	Interface Design	$0.00
☐	BPI Set Up	$0.00
	Total Professional Service Fees	**$12,000.00**

A.4 Payment Schedule

Milestone	Payment
Contract Execution, Amendment, Addendum, or Purchase Order	50% of EnvisionConnect Online Setup Fees
Agency Access to EnvisionConnect Online for Configuration	50% of EnvisionConnect Online Setup Fees
Agency Access to EnvisionConnect Online for Configuration	Recurring License, Maintenance, and Support

All invoices are payable net thirty (30) days.

A.5 Payment Frequency

Second and successive Annual License Renewal Fees are due at the commencement of each term, and may be paid annually, quarterly or monthly, Client's choice.

Ck	Payment Frequency
☒	Annually
☐	Quarterly
☐	Monthly

A.6 Client Taxes

Tax	Rate	Exempt	Exemption Number
WA State Sales Tax	8.4%	☐	
		☐	

A.7 Client Contact for Billing Issues

Client Contact Person for Billing Issues
Debbie Brooks
Accounts Payable
PO Box 9825
Vancouver, WA 98666-8825

Phone: (360) 397-8473
Fax: (360) 397-8110
E-mail: Debra.Brooks@clark.wa.gov

Appendix B. Dates and Term

This Agreement shall become effective as specified below ("Effective Date") or when Accela provides the Licensed Programs or services hereunder, whichever is earlier.

The month and day of the Effective Date shall determine the anniversary date (hereinafter "Anniversary Date").

This Agreement shall have a term of [three years], 01/01/16 to 12/31/18.

In the event the Agreement is not terminated, as specified herein, it shall be automatically renewed for successive [one year] terms on the same conditions in effect at the conclusion of the ending term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Client otherwise not less than sixty (60) 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.

Either party may terminate this Agreement at the end of the initial or any successive term by giving the other party at least sixty (60) days prior written notice.

Milestone Summary

Milestone	Date
Effective Date:	12/31/15
Anniversary Date	01/01/16
Agreement Term Begins	01/01/16
Agreement Term Ends	12/31/18

Implementation activities shall commence upon receipt of the signed contract. A project "Kick-Off Meeting" shall be scheduled within the following Forty-Five (45) days.

Appendix C. Statement of Work

Page intentionally left blank for insertion of SOW details.

Appendix D. Professional Services Rates

Any services requested outside of those [listed in Section 5 Support Services] [agreed to in Appendix C, Statement of Work] will require authorization through a Professional Service Requests (PSR) signed by both parties.

The following rates will apply for the listed professional services.

Item	Rate	Per Unit
Professional Services		
• Custom Programming	$135.00	Hour
• Consultation	$135.00	Hour
• Report Development	$135.00	Hour
Training		
• Training at Client Facility - Maximum of 6 participants	$1,470.00	Day
• Training at Client Facility - Maximum of 15 participants	$2,205.00	Day
• Training at Accela Facility	$1,470.00	
• Training Online Using WebEx	$183.50	Hour
Support		
• Phone Support Outside Normal Service Hours	$189.00	Hour
• Third Party Support	$135.00	Hour

Travel Expenses

An estimate of per diem travel expenses will be provided at the time the PSR is created.

These prices may be increased annually on the Anniversary Date, upon at least sixty (60) days prior notice to client.