

CONTRACT FOR ACCELA SOFTWARE IMPLEMENTATION AND INTEGRATION SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **REDMARK TECHNOLOGIES, LLC.**, located at **2385 NW Executive Center Drive, Suite 100, Boca Raton, FL 33431**, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain Accela software implementation and integration services. Said services are more fully described in the exhibits attached hereto and incorporated herein; and

WHEREAS, the Consultant desires to render certain services as described in the exhibits attached hereto, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in the exhibits attached hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A REDMARK TECHNOLOGIES LLC STATEMENT OF WORK

Exhibit B REDMARK TECHNOLOGIES LLC SERVICES AGREEMENT

Exhibit C SUBSCRIPTION SERVICES AGREEMENT

Exhibit D INSURANCE REQUIREMENTS

Exhibit E ORDER FORM

2.2 Any ambiguity, conflict or inconsistency between Exhibit "A" and this Contract shall be resolved according to the following order of precedence:

- a. This Contract;
- b. Exhibit "A"; and
- c. Exhibit "C".

2.3 Any ambiguity, conflict or inconsistency between Exhibit "B" and this Contract shall be resolved according to the following order of precedence:

- a. This Contract;
- b. Exhibit "B"; and
- c. Exhibit "C".

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services set forth in the exhibits attached hereto.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide services in accordance with the exhibits attached hereto.

4.2 Services requested by the County or the County's representative that are not set forth in the exhibits attached hereto shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the Chief Innovation Officer, or designee, to act on the County's behalf under this Contract. The Chief Innovation Officer, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The effective date of this Contract shall begin upon the execution of this Contract by all parties. Consultant shall not begin Exhibit "A" work until a written Notice to Proceed has been issued by the County. Consultant shall complete all Exhibit "A" work contemplated under this Contract within fifteen (15) months of the issuance of the written Notice to Proceed. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month

extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Three Hundred ^{Eighty Dollars} ~~Eight-Dollars~~ ⁰⁰ and 00/100 (\$375,180.00), for the services outlined in Exhibit "A" and shall be paid according to the payment schedule contained in Exhibit "A". The Consultant shall be compensated in an amount not to exceed Six Hundred Ninety-Six Thousand, Two Hundred Twenty-Nine Dollars and 54/100 (\$696,229.54), for the services outlined in Exhibit "E". For Year 1 of the services outlined in Exhibit "E", the County shall pay the Consultant the amount of One Hundred Twenty-Six Thousand Dollars and 00/100 (\$126,000.00) within forty-five (45) days of the Effective Date of this Contract and all annual payments listed in Exhibit "E" thereafter shall be made pursuant to Section 7.2 hereinbelow.

7.2 The Consultant shall prepare and submit to the Chief Innovation Officer, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. Notwithstanding anything to the contrary, all payments for Subscription Services in Exhibit "C" shall be due and paid annually in advance on the anniversary of the effective date of this Contract. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice.

Upon mutual agreement between the parties, Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: For the services outlined in Exhibit "A", Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County for the services outlined in Exhibit "A" shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed with respect to Exhibit "A" and no further invoices to be submitted for the services outlined in Exhibit "A" of this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 Unless otherwise agreed to in writing between the parties, the Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required

under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards. As part of compliance with this Section, upon request, Consultant shall supply annually to the County a copy of the latest version of the Accela Citizen Access- Accela Accessibility Conformance Report for ADA Website Accessibility.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 Other than to assign, sublet, convey or transfer its interest in Exhibit "C" to Accela, Inc., the Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County. County agrees to consent to the assignment of Exhibit "C"

as attached herein from Consultant to Accela Inc. upon completion of the implementation services set forth in Exhibits "A" and "B" and shall do so in writing signed by all parties including Accela Inc. Notwithstanding the foregoing assignment of Exhibit "C" by Consultant to Accela Inc., Consultant shall remain responsible and liable for its all its work prior to the assignment.

16.2 In order to subcontract any of the work requirements to be performed under Exhibit "A", the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract.

16.3 If required by Section 287.0585, Florida Statutes, the Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. If required by Section 287.0585, Florida Statutes, the Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. If required by Section 287.0585, Florida Statutes, such penalty shall

be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than thirty (30) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Non-appropriation of Funds.

19.1 The County reserves the right to terminate this Contract for non-appropriation in whole or part by giving the Consultant written notice at least 120 days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any

obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to reasonably work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall be accessible to the County upon completion for its use and distribution as may be deemed appropriate by the County during the term of this Contract.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party. County may terminate this Contract pursuant to Section 18 in the event of any force majeure under this Section 23.1.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause

whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part. Notwithstanding anything to the contrary, Consultant may terminate this Contract after ninety (90) days of delay under this Section 23.2.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate financial records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such financial books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all third party claims, liabilities, damages, losses, expenses and costs, including attorney's fees ("Claims"), arising out of or associated with or caused by the gross negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract ("Action"). The Consultant shall, at its own expense, defend any and all such Actions which may be brought against the County in connection with the Consultant's performance under this Contract so long as (1) County provides: (a) Consultant notice of such Claim as soon practical and in no event later than would reasonably permit Consultant to respond to such Claim, (b) reasonable cooperation to Consultant in the defense and/or settlement of such Claim and (c) Consultant the sole and exclusive control of the defense, litigation and settlement of such Claim.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "D". The policy limits required are to be considered minimum amounts.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract,

the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons

hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning

the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Derrick Lindsay, Chief Innovation Officer
96135 Nassau Place, Suite 7
Yulee, Florida 32097

Consultant: RedMark Technologies, LLC.
Attn: Walter Chavez
2385 NW Executive Dr, Suite 100,
Boca Raton, Florida 33431

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Representations and No Waiver of Covenants or Conditions.

38.1 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.2 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.3 Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

38.4 Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of County's purchase order documentation or otherwise will be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

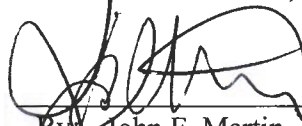
SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

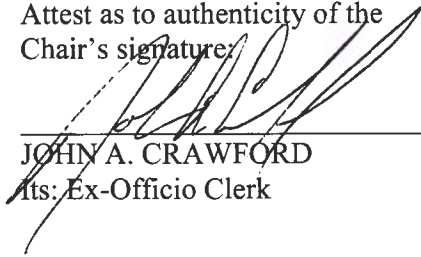


By: John F. Martin

Its: Chairman

Date: March 25, 2024

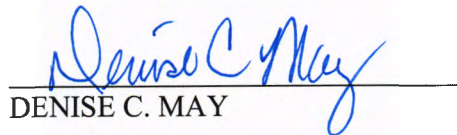
Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney


DENISE C. MAY

REDMARK TECHNOLOGIES, LLC.



By: Walter Chavez

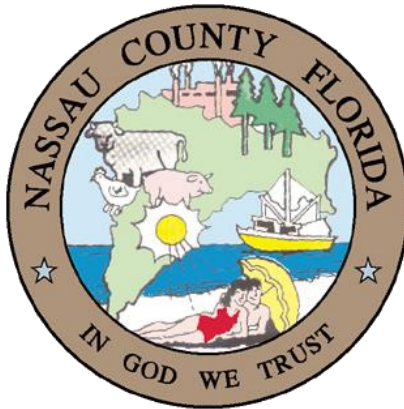
Its: President

Date: 3/18/2024



EXHIBIT A

Statement of Work Nassau County, FL



Building and Permitting System (BPS)

Accela Software Implementation and Integration Services

January 19, 2024

Version 1.4

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
04/20/2023	L. Rios	1.0	Initial draft.
04/28/2023	R. Chavez	1.1	Changes for initial agency distribution.
06/23/2023	W. Chavez	1.2	Approval for initial agency distribution.
07/17/2023	W. Chavez	1.3	Addressed comments and clarifications.
01/19/2024	W. Chavez	1.4	Updates per review process.

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OVERVIEW

The implementation of Accela products is designed specifically to meet the specific requirements and budget defined by **Nassau County, FL** (“Agency”). **RedMark Technologies, LLC**. (“RedMark”), an Accela Gold Certified Professional Services Partner™, will utilize a best practice Implementation Methodology, based on previous client interactions and decades of industry knowledge to promote a successful project that will meet the Agency’s objectives. The following Statement of Work will detail how RedMark Services will implement the software the Agency has procured, including the major milestones and deliverables that will ensure your success.

RedMark is committed to providing a superior software solution and deployment of the software, for the current and future needs of the Agency. RedMark will work with Agency staff to optimize Accela’s portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Accela Civic Platform software and meet its functionality, timing, and cost requirements. This Statement of Work (“SOW”) dated **January 19, 2024**, sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by RedMark to Agency.

Notwithstanding anything to the contrary, no intellectual property is being assigned to Agency under this SOW.

SERVICES DESCRIPTION

PURPOSE

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Accela Civic Platform with the Accela Citizen Access, Accela GIS, and Accela Mobile for the Agency. RedMark will provide professional services for implementation of the above modules and products per the Work Description section detailed henceforth. The following Agency departments comprise the organization scope of the implementation described herein:

- Planning
- Building Permits
- Code Enforcement
- Contractor Licensing
- ROW (to perform inspections)
- Engineering (to perform inspections)

The number of workflows and record types considered in scope for this project are as follows:

- Up to **15-20** workflow(s)
- Up to **40-60** record type(s)

The workflow(s) and record type(s) may be allocated and used by the above referenced departments in a manner defined by the Agency.

PROJECT TIMELINE

The term of this project is **15** months or less, and **1** phase(s).

Any delays (e.g., Change in staff level/availability, missed deadlines) in the Project Timeline which by mutual agreement were created by the Agency will result in an increase in the duration of the project and will require a Change Order to reimburse RedMark for the additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development, and review.



Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the RedMark Project Manager will work with the Agency to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the RedMark Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

PROJECT MANAGEMENT

RedMark will provide a project manager for services throughout the implementation to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Civic Platform software at the Agency, RedMark will provide Project Management services throughout the project. Generally, these services include the following:

- Project plan management using Microsoft Project,
- Project document management using hosted Microsoft SharePoint project site, Dropbox, or similar solution,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management,
- Executive project oversight and quality assurance.

By mutual agreement, some project management tasks may be shared between the RedMark Project Manager and the Agency Project Manager.

CRITICAL SUCCESS FACTORS

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

- **Knowledge Transfer** – While RedMark cannot guarantee specific expertise for Agency staff as a result of participating in the project, RedMark will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel participate in the analysis, configuration, and deployment of Accela Civic Platform in order to transfer knowledge to the Agency. Once Post-Production assistance tasks are completed by RedMark Services, the Agency assumes all day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. The Service and Maintenance Agreement does not cover any Agency manipulation of implemented scripts, reports, interfaces, and adapters. Key knowledge transfer areas include:
 - Configuration
 - Scripting
 - Batch scripts
 - Interfaces
 - Event Management Scripts
 - Reports and Forms
- **Dedicated Agency Participation** – RedMark fully understands that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Civic Platform implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. RedMark will communicate insufficient participation of Agency and RedMark resources through Project Status Reports with real and



potential impacts to the project timeline. RedMark will work with the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time during early analysis meetings to part-time during the technical implementation phase.

- **Deliverable Acceptance Process** - Implementation services for the above products are formalized through the deliverables defined in this document. Upon completion of each deliverable according to the acceptance criteria defined herein, RedMark will provide the Agency with a Deliverable Acceptance Form to formalize acceptance and completion. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed/scanned/emailed or hand delivered to RedMark. Please refer to Appendix C to view a sample Deliverable Acceptance Form. RedMark respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe. To prevent delays in the project schedule, for all Deliverables where no response time is specifically identified in the SOW, a five (5) business day acceptance period is assumed.
- **Accela Implementation Methodology** – Accela’s successful, proven, implementation methodology is crucial to the project success. Accela’s Civic Platform software and customer base is a niche market and as such the implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Accela Implementation Methodology.

CHANGE MANAGEMENT (CHANGE ORDERS)

To make a change to the scope of Professional Services in this SOW, the Agency must submit a written request to RedMark specifying the proposed changes in detail. RedMark shall submit to the Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services (“Change Order”). RedMark shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If RedMark’s effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by RedMark and Agency prior to commencing any activities defined in the change order.

REASSIGNMENT OF LEVEL OF EFFORT (LOE)

If the Agency identifies that a particular deliverable is either no longer necessary or will require less scope than originally identified and planned for, the Agency may reassign the level of effort associated with the original deliverable (that requires less effort or may no longer be necessary) to another deliverable in the project. This may be done to expand the scope other deliverables as applicable. A Change Order is required for any reassignment of level of effort for any deliverables.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to RedMark in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, RedMark can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, RedMark will need to draft a Change Order to keep some of the RedMark project manager’s time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-



deployed and RedMark will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon RedMark resourcing timelines.

Should the Agency become non-responsive to RedMark communications for a term of 30 calendar days regarding continuance of the project work, RedMark can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

WORK DESCRIPTION

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

STAGE 1 – INITIATION

DELIVERABLE 1: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and RedMark expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between the Agency and RedMark after the signing of the Statement of Work.

In conjunction with the Agency representatives, RedMark will perform the following tasks:

- Finalize staffing for the project teams. Guidelines and recommendations for the Agency project staffing are addressed in the Project Staffing section of this document.
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Establish Communication Plan and project logistics including escalation, status reporting, issue/risk management, work locations, etc.
- Establish schedule of Steering Committee meetings.
- Review and agree on Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and RedMark.
- Review infrastructure requirements and preparation (with designated Agency technical staff).
- Finalize an integrated project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Create the project (SharePoint, Dropbox or similar) site and load all standard, current documentation.
 - The Agency will have the option to choose either its own repository, or utilize one provided and maintained by RedMark.

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

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

- Baseline Project Plan
- Project Status Report Template
- Project SharePoint Site



➤ Project Kickoff Presentation

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by RedMark to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to RedMark's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.

Acceptance Criteria:

- Review and acceptance of the Project Status Report Template.
- Review and acceptance of the Baseline Project Plan.
- Completion of the Project Kickoff Meeting.

STAGE 2 – ANALYSIS

To-Be Analysis is comprised of the activities required to define the Accela Civic Platform Solution Foundation for the Agency. The key output of the process is the system tested and accepted system configuration. RedMark will provide professional services to develop the Accela Civic Platform Solution Foundation in accordance with requirements established and agreed upon during the analysis sessions. RedMark will produce a detailed system generated configuration report that represents the entire foundation of the system, for each relevant module. This document will be delivered for review with the completed solution.

The sessions will include detailed information on the Agency's business processes to be configured in the Accela Civic Platform Solution Foundation, including the following topics:



- Process Overview.
- Intake Process, user defined and required fields.
- Required/Optional Review Tasks.
- Issuance requirements.
- Inspection Types, scheduling, and checklists.
- Workflow and processing requirements.
- Fee's – types, processing, and schedules.

The sessions do not include detailed information related to the following deliverables as they are dependent on the completion of the Solution Foundation milestone.

- Business Process Validation and Automation (Scripting)
- Report Specifications
- Report Development
- Interface(s) Specifications and Development

DELIVERABLE 2: TO-BE ANALYSIS SESSIONS

RedMark will work closely with designated Agency personnel and will conduct analysis sessions to capture the “to-be” required business processes. RedMark will then configure the system and confirm such configuration with Agency personnel.

In conjunction with the Agency representatives, RedMark will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Civic Platform.
- Review the developed business process as a basis for configuration in Accela Civic Platform’s workflow tool.
- Assist the Agency in streamlining existing business processes to fit into Accela Civic Platform.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each process.
- Review the collected document all required inspections and inspection result options for each type.

RedMark’s Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis data gathering activities including workshops, interviews, and web conferencing sessions.
- To-Be Analysis and Configuration Document per Agency personnel specifications.

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency’s request for information.
- Interview staff to understand existing business processes.
- Conduct to-be analysis sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.
- Complete To-Be Analysis and Configuration Document with data gathered from to-be analysis sessions.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark’s requests for information.



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

Acceptance Criteria:

- Completion of To-Be Analysis Sessions and To-Be Analysis and Configuration Document.

STAGE 3 – SOLUTION FOUNDATION

RedMark will provide professional services to develop the Accela Civic Platform Solution Foundation in accordance with requirements established and agreed upon during the execution of the tasks that comprise [Stage 2 – Analysis](#). RedMark will produce a detailed, technical Solution Foundation Document(s) that represents the entire foundation of the system, for each module. This document will be delivered for review with the completed solution.

DELIVERABLE 3: CONFIGURATION

RedMark will provide professional services to develop the Solution Foundation of the Accela Civic Platform product in accordance with requirements established and documented in Deliverable 2: To-Be Analysis Sessions.

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

- Completed Foundation of Accela Civic Platform Solution that supports the To-Be Business Processes.
- Accela Civic Platform Solution Foundation Document.

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Configure the foundational components as defined in the To-Be Analysis Document(s).
- Provide adequate training for Agency staff to be able to navigate the system for the purposes of testing the configuration.

Agency Responsibilities

- Provide timely and appropriate responses to RedMark's request for information.
- Make available the appropriate Agency key users and content experts to participate in creating the system in an effort to learn about the system.
- Work with RedMark to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s).
- The Agency will test the system for the purpose of validating the configuration.

Acceptance Criteria:

- Review and approve that the Accela Civic Platform Solution Foundation meets the requirements documented in the approved To-Be Analysis Document(s).
- Agency will have 5 business days to conduct initial review of the Solution Foundation. If no changes or comments are requested within the 5 days, the milestone is considered approved by the Agency. Upon delivery of initial feedback, RedMark will complete the necessary changes and updates. The second and final review will have 5 business days for acceptance.



STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of Accela Event Manager Scripts and custom report development. It comprises all the additional critical activities outside of solution foundation that has been configured for the Agency. Like the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

DELIVERABLE 4: HISTORICAL DATA CONVERSION ANALYSIS

Upon receipt of Agency's **Tyler Munis Permitting Module** data, RedMark will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Civic Platform. All data currently residing in the Tyler Munis legacy system that is related to the business units listed on the Purpose section on page 5 (Planning, Building Permits, Code Enforcement, and Contractor Licensing) shall be included in the conversion.

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

- Historical Data Conversion Mapping Document

RedMark Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

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

Acceptance Review Period:

- Five (5) business days total.

DELIVERABLE 5: HISTORICAL DATA CONVERSION DEVELOPMENT

Upon Agency approval of the Historical Data Conversion Specifications document, RedMark will provide a program(s) to migrate appropriate historical data into Accela Civic Platform. Upon receipt of the conversion from RedMark, an Accela DBA will load the data into the Test environment for validation.

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

- Completion of migrated data into Accela Civic Platform development or test environment.

RedMark Responsibilities:

- Provide a program to migrate historical data into the chosen Agency's Accela Civic Platform environment.



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

Agency Responsibilities:

- Providing the legacy data source in an accepted format.
- Write necessary code to ensure format meets Accela Staging Tables requirements.
- Assist in the execution of the data conversion program and provide access to environments as needed.
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform

Acceptance Criteria:

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

Acceptance Review Period:

- Five (5) business days total

DELIVERABLE 6: BUSINESS PROCESS VALIDATION AND AUTOMATION

During the configuration analysis phase of the implementation project, RedMark will identify opportunities to supplement the Accela Civic Platform base functionality via Event Manager Script Engine (EMSE) script development. RedMark will work with key Agency project stakeholders to identify the business rules/processes to be automated. RedMark will work with the Agency to identify desired EMSE functionality, and subsequently will help prioritize the scripting needs to determine which scripts will be developed by RedMark, and which scripts can be developed by the Agency. The scripts developed by RedMark can be used as models whereby agency staff can develop and modify additional EMSE scripts as needed.

Representative examples of business processes that could be automated by a script listed below. Note that the below list is an example list only and not a list of the actual script(s) that will be developed for the project.

- Closing workflows based on inspection results.
 - Use Case: Final Inspection is complete, update workflow.
- Automatic assessment of complex fee calculations.
 - Use Case: Auto fee calculation, assessment, and invoicing upon application submittal.
- Increment a date based on workflow status change.
 - Use Case: Expiration on Permit is made current every time a workflow is updated.
- Preventing inspections based on various criteria.
 - Use Case: Depending on workflow / application status, do not allow an inspection to take place.

Prior to the development of a script, the Agency will approve a design specification document that will be created jointly by the Agency and RedMark. The approved document will be used as a basis for determining completion and approval of this deliverable. An allowance of **one hundred and fifty (150)** hours has been allocated for Business Process Validation and Automation. Additional scripts required by the Agency can be added through a Change Order.

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

- Prioritized list of requirements that require automation.
- Specification documents for each required automation.
- Demonstration of completed Automations in development or test environments per the specifications document(s).



RedMark Responsibilities:

- Work with Agency staff to identify potential uses of EMSE scripting.
- Assist with development of list of desired EMSE functionality.
- Aid the Agency in prioritizing which scripts will be developed by RedMark.
- Develop EMSE scripts based on the specifications.
- Demonstrate functionality of scripts per specifications.

Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
- Identify resources that will learn EMSE scripting tools and approaches for ongoing maintenance.
- Prioritize desired EMSE functionality to determine which scripts RedMark will develop.
- Provide timely and appropriate responses to RedMark's request for information.
- Verify the Event Script Specification meets the intended business requirement.
- Allocate the time for qualified personnel to test the script for acceptance.
- Ensure that the data populates successfully according to the script requirements document.

Acceptance Criteria:

- Review and acceptance of design document with written sign-off from the Agency.
- Demonstrate a developed script within the system.

DELIVERABLE 7: LASERFICHE INTERFACE

RedMark will provide an interface between Accela Civic Platform and the Agency Laserfiche system. In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by RedMark in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. RedMark will provide a program to integrate 3rd Party data **to/from** Accela Civic Platform.

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

- Interface Specifications Document
- Operational Interface in the Development or Test environment

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions for an interface with Laserfiche system.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).



- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine the best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with Laserfiche software to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

Acceptance Review Period:

- Five (5) business days total

DELIVERABLE 8: PAYMENT PROCESSOR INTERFACE

RedMark will develop an interface between Accela Civic Platform and **Bill2Pay**, which is the Agency provided adaptor for Electronic Payments. Specifically, RedMark will utilize/update the standard E-Payment adaptor to the **Bill2Pay** system for both Accela Civic Platform (**Back-Office/Counter**) and ACA (**Accela Citizen Access, public facing**). It is assumed that all departments will be using the same version of the supported payment processor for payment processing.

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

- Interface Specifications Document.
- Demonstration of operational interface between Accela Civic Platform and supported payment processor in the development or test environment.

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Work with Agency staff to develop interface specifications with the specified version of supported payment processor.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- Assist the Agency with testing and debugging of the interface.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.
- Provide detailed specifications on business requirements to current payment processor system.

Acceptance Criteria:

- Review and approval of the Interface Specification document.



- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third-party resources.

DELIVERABLE 9: FINANCIAL EXPORT INTERFACE

RedMark will provide an interface between Accela Civic Platform and the Agency financial system. This interface will take the daily financial transactional data and prepare a daily output file in a predefined format which will then need to be acquired by the financial system. In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. As every agency's financial solution and infrastructure is different, the format of the data file, along with the technical specifications will be jointly identified during the analysis session for this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by RedMark in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. RedMark will provide a program to integrate 3rd Party data **from** Accela Civic Platform.

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

- Interface Specifications Document
- Operational Interface in the Development or Test environment

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions for a nightly interface with financial system.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the nightly interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine the best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with Financial Data Source software to ensure data from Accela is in correct format per the technical specifications that will result from the analysis sessions for this deliverable.
- Develop and test internal job/process by which daily output file data will be imported into the Agency finance system.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.



Acceptance Review Period:

- Five (5) business days total

REPORTS

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during configuration analysis. The Configuration Document will define the reports and documents that are required by the Agency to effectively use Accela Civic Platform. These reports will be broken down by level of effort and identified in the configuration document. It is expected that, after the appropriate training on the database and the selected report writing tool is completed, Agency personnel will be able to handle additional and future report requirements. Reports are classified by level of effort: high, medium, and low. High is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. Most reports require a ‘medium’ level of effort, which is defined as a report displaying non-calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data. Accela provides dozens of reports that are included in the Civic Platform product. These reports change from time to time, as Accela may add more reports. The system will include all the reports that are part of the software package at the time of system provisioning by Accela. The deliverables below describe the additional custom reports that are projected to be needed by the Agency.

DELIVERABLE 10: REPORT SPECIFICATIONS

RedMark will develop documents/letters/reports from those identified by the Agency as required for the new system. RedMark and Agency have agreed that RedMark will develop reports based on the following breakdown:

- Five (5) Low to Medium Complexity Reports
- Five (5) Medium to High Complexity Reports

Prior to the development of a report the Agency will approve report design specification documents that will be created jointly by the Agency and RedMark. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete.

A proven strategy that combines the use of the Accela Civic Platform Quick Queries and the development of other reports by the Agency after training, can ensure that all required reporting requirements are met.

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

- List of identified reports with assigned responsibility for specification and development.
- Completed Report Specification Documents for each report assigned to RedMark.

RedMark Responsibilities:

- Assist in determining the level of effort for reports to assist with prioritization.
- Develop report specifications.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark’s request for information.
- Make available the appropriate key users and content experts to participate in the report specification.
- Provide information and data in the formats specified by RedMark that will be needed for agreement on the Deliverable.

Acceptance Criteria:



- Agreement on prioritized list of reports that will be developed by RedMark.
- Review and approval of individual Report Specifications documents. The Agency will not withhold acceptance if the Agency requests changes to the report specifications after the initial signoff of the specification by the Agency.
- Agency will have 3 business days to review the Report Specification Documents. If no changes or comments are requested within the 3 days, the Report Specification Documents are considered approved by the Agency.

DELIVERABLE 11: REPORT DEVELOPMENT

RedMark will develop custom documents/letters/reports per the specifications developed and approved in [Deliverable 10, Report Specifications](#). Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval require analysis by RedMark to determine the level of effort required, and if a change order would be required to complete the work.

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

- A total of 10 documents/letters/custom reports per the Report Specification Documents

RedMark Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Develop reports per specifications.
- Assist in the validation of the reports in test environment.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information.
- Make available the appropriate key users and content experts to participate in the report development and validation activities.
- Request change order if changes to specifications are required.

Acceptance Criteria:

- Confirmation of report accuracy in the development or test environment per Report Specifications.

DELIVERABLE 12: ACCELA MOBILE CONFIGURATION

RedMark will configure the Accela Mobile application. As part of this deliverable RedMark will perform the configuration tasks required to ensure Accela Mobile interfaces with Accela Civic Platform in both a test and production environment. Using Accela Mobile, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode
- Print reports in the field

Analysis activities with the Agency will result in a Mobile Configuration Specifications Document. Subsequently, RedMark's staff will extend base configuration of Accela Mobile per the Mobile Configuration Specifications Document.

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

- Accela Mobile Configuration Specifications Document
- Demonstration of operation system per Accela Mobile Configuration Specifications Document
- Accela Mobile Admin Training



RedMark Responsibilities:

- Create configuration specifications for Accela Mobile based on analysis with the Agency.
- Configure Accela Mobile based on approved specifications document.

Acceptance Criteria:

- The base configuration of Accela Mobile in the Development or Test environment is configured as documented in the Accela Mobile Configuration Specifications document.

Acceptance Review Period:

- Five (5) business days total

DELIVERABLE 13: ACCELA GIS CONFIGURATION

RedMark will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).

During GIS installation, RedMark's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. RedMark technical staff will validate the proper installation and configuration of the Accela GIS environment.

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

- Accela GIS installed on Agency server(s)
- Accela GIS Admin Training
- Assist in the initial guidance, workflow, and integration of ArcGIS Online

RedMark Responsibilities:

- Install RedMark software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by RedMark and the Agency.
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system.
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process.
- Order and procure necessary hardware, non- Accela systems software, and networking infrastructure as specified by RedMark.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by RedMark.
- Provide RedMark with network access for remote installation and testing.
- Provide information and data in the formats specified by RedMark that will be needed for the GIS implementation.

Acceptance Criteria:



- Demonstration of operating Accela GIS in test environment.

DELIVERABLE 14: ACCELA CITIZEN ACCESS CONFIGURATION

RedMark will set up and configure the Accela Citizen Access (ACA) public portal on the Agency Dev or Test site. RedMark will work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Civic Platform configuration for use by the public.

Features available for configuration may include:

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

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

- Configuration of Online Record types in Accela Civic Platform
- Accela Citizen Access Admin Training

RedMark Responsibilities:

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

Agency Responsibilities:

- Obtain a merchant account and deploy an internet-enabled payment engine.
- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration phase of the project.
- Perform testing of all Online Record types for purposes of validating the configuration.

Acceptance Criteria:

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

Acceptance Review Period:

- Five (5) business days



STAGE 5 – READINESS

DELIVERABLE 15: DAILY USER TRAINING

This Deliverable includes the delivery by RedMark to Agency of **5** instances of the Daily User Training course (2 days onsite or virtual). Accela best practices have proven that class sizes no larger than 14 participants are more successful with students who meet the pre-requisites of the course. The RedMark Trainer has the right to modify the class size to ensure successful instruction with Agency agreement.

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

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

- **5** instances of Daily User Training

RedMark Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Provide **5** Daily User Training classes (onsite or virtual).

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project’s success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of **5** instances of the End User Training course to the Agency.

DELIVERABLE 16: USER ACCEPTANCE TESTING (UAT)

This deliverable is comprised of the assistance RedMark will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. RedMark will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

RedMark will provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to its effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and test to ensure that the interrelated parts of the Accela Civic Platform solution are operating properly (i.e., integration testing).

RedMark will aid the Agency as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. RedMark will address and rectify issues discovered during the UAT process as Agency staff



executes testing activities. RedMark will work with the Agency to develop a test plan and deliver sample test scripts, as well as an issue log to track the progress of testing. It should be noted that RedMark will plan for a total of 1 week to complete the prep work related to this deliverable.

If the Agency does not devote adequate time and staffing to UAT to completely test the solution, RedMark may opt to postpone go-live at the Agency's expense. RedMark will work diligently with the Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

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

- Resolution of issues resulting from Agency User Acceptance Testing.
- Fully tested system that is ready to move to production for go-live.

RedMark Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Lead the Agency in up to 3 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.

Agency Responsibilities:

- Provide timely and appropriate responses to RedMark's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:

- Completion of up to 3 weeks of UAT

STAGE 6 – DEPLOY

DELIVERABLE 17: PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. This date will be agreed to by both RedMark and the Agency at project inception. It may be altered only by Change Order agreed to by both parties. In the weeks prior to moving to Production, RedMark will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

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

- Deployment support prior to moving to Production.
- Setup of Integration points in Production (if applicable).
- Final Conversion run during cutover (if applicable).
- Accela Civic Platform used in Production environment for Agency daily use.

RedMark Responsibilities:

- Provide on-site resources to support the move to Production effort.



- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.

Agency Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring.
- Provide timely and appropriate responses to RedMark's request for information.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

Acceptance Criteria:

- Deployment support prior to moving to Production.
- System is first used in Production by the Agency for daily use.

DELIVERABLE 18: POST DEPLOYMENT SUPPORT AND TRANSITION TO CSC

This deliverable is comprised of the post- Production support assistance that RedMark will provide to address issues and provide consultative advice immediately following the move to Production for daily use. RedMark will provide support for **2 weeks** immediately following deployment (go-live).

RedMark will work with the Agency to identify and address issues identified during this period using a Post-Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by RedMark, as well as any other issues that the Agency wishes to track (not RedMark Responsibility). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform. Specifically, RedMark will not be developing or creating additional reports, conversions, interfaces, record types and workflow processes that were not included in the scope of this project.

At the end of the support period, RedMark will provide a final a final copy of the issue tracker to the customer and disable the list. Additionally, a formal meeting will be scheduled with the Agency, RedMark Services Team, and Accela CSC for the purpose of transitioning support of future issues and questions from the Agency to Accela CSC.

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

- **2 weeks** of Post Deployment Support.
- Finalized post-production issues list.
- Transition of Agency from Services team to Customer Service Center for ongoing support.

RedMark Responsibilities:

- Provide post-production support for RedMark developed configuration and components.
- Assist with the identification of issues for the post-production Issues List.
- Assist with issues that may arise related to the deliverables in this SOW.
- Transfer ongoing support of the client and to the CSC to address any post-production issues that require remediation.

Agency Responsibilities:



- Provide technical and functional user support for post-production support and monitoring.
- Develop and maintain a post-production Issues List.
- Provide timely and appropriate responses to RedMark's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

Acceptance Criteria:

- Execution of **2 weeks** post-production support.
- Official transfer from the RedMark Services project team to the Customer Service Center (CSC).

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PAYMENT SCHEDULE

RedMark will perform the Services on a Not to Exceed payment basis. RedMark's total price to perform the Services and provide the Deliverables described in this document is estimated to be **\$375,180.00** exclusive of taxes and expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. RedMark shall not exceed the total estimate amount without the prior approval of Agency and shall not continue to provide services, after the total estimate has been reached, without the prior authorization of Agency. Invoices will be sent after completion and approval of each deliverable described in the deliverable schedule below.

Any amounts remaining on the project when RedMark has completed the scope of this project will not be used for other work without a Change Order delineating the scope.

Deliverable Summary	Estimated Hours	Invoice Amount
Deliverable 1: Initiation	78	\$ 14,430.00
Deliverable 2: To-Be Analysis Sessions - Month 1	108	\$ 19,980.00
Deliverable 2: To-Be Analysis Sessions - Month 2	108	\$ 19,980.00
Deliverable 2: To-Be Analysis Sessions - Month 3	108	\$ 19,980.00
Deliverable 3: Configuration	202	\$ 37,370.00
Deliverable 4: Historical Data Conversion Analysis	35	\$ 6,475.00
Deliverable 5: Historical Data Conversion Development	104	\$ 19,240.00
Deliverable 6: Business Process Validation and Automation	171	\$ 31,635.00
Deliverable 7: Laserfiche Interface	130	\$ 24,050.00
Deliverable 8: Payment Processor Interface	108	\$ 19,980.00
Deliverable 9: Financial Export Interface	86	\$ 15,910.00
Deliverable 10: Report Specifications	63	\$ 11,655.00
Deliverable 11: Report Development	108	\$ 19,980.00
Deliverable 12: Accela Mobile Configuration	35	\$ 6,475.00
Deliverable 13: Accela GIS Configuration	35	\$ 6,475.00
Deliverable 14: Accela Citizen Access Configuration	52	\$ 9,620.00
Deliverable 15: Daily User Training	190	\$ 35,150.00
Deliverable 16: User Acceptance Testing (UAT)	138	\$ 25,530.00
Deliverable 17: Production Support	74	\$ 13,690.00
Deliverable 18: Post Deployment Support and Transition to CSC	95	\$ 17,575.00
TOTAL PROFESSIONAL SERVICES	2,028	\$ 375,180.00

CONTRACT SUM

The total amount authorized under this Agreement for Services and Expenses is therefore **\$ 375,180.00** excluding taxes if applicable. Additional work will be quoted on as needed basis. RedMark's rate for this project is \$ 185.00 / hr. Additional work quoted within 6 months of project commencement will be quoted at the \$ 185.00 / hr. rate. Any effort quoted after 6 months from the start of the project will be at then standard RedMark hourly rate.

TERMS

April 24, 2024. *WC*

The pricing and terms of this proposal are valid until **March 30, 2024**. If this Statement of Work is accepted after this date all pricing and terms may not be valid.



PROJECT RESOURCES AND LOCATION OF WORK

WORK LOCATION

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the RedMark Engagement Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. In addition, the Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

Agency Resources	Description
Project Sponsor	Responsibilities include: <ul style="list-style-type: none"> • Ultimate responsibility for the success of the project. • Creating an environment that promotes project buy-in. • Driving the project through all levels of the agency. • High-level oversight throughout the duration of the project. • Serving as the primary escalation point to address project issues in a timely manner.
Project Manager	Responsibilities include: <ul style="list-style-type: none"> • Overall administration, coordination, communication, and decision-making associated with the implementation. • Planning, scheduling, coordinating, and tracking the implementation with Accela and across departments within the agency. • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: <ul style="list-style-type: none"> • Attending requirements workshop sessions. • Willing and able to gather data and make decisions about business processes. • Assist in the creation of specifications for reports, interfaces & conversions. • Review and test the system configuration. • Participating in the implementation of the Accela Civic Platform solution.
Division/Departmental Subject Matter Expert (SME)	Responsibilities include:



	<ul style="list-style-type: none"> • Being trained on the Accela Civic Platform system at a System Administration level. • Being fully engaged in the Business Analysis and system configuration activities. • Assist internal efforts towards the creation of reports, interfaces & conversions. • Assist in the review and testing of the system configuration. • Actively participate in the full implementation of the Accela Civic Platform solution.
Technical Lead	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Primary responsibility for the technical environment during the software implementation. • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards. • Work with RedMark technical personnel during implementation. • Maintain test and production databases. • Perform day-to-day maintenance of the system and install maintenance releases. • Act as the primary technical resource for troubleshooting problems. • Establish and maintain backup, archival, and other customary maintenance, and housekeeping activities.

REDMARK RESOURCES

RedMark will assign key Professional Services resources for this engagement with the Agency. These individuals are well versed in the Accela Civic Platform application and are well qualified to lead this effort. RedMark's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort. The main roles are as follows:

RedMark Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency, and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	<p>The RedMark Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none"> • Project plan management, • Change order management, • Issue log management and escalation, • Status reporting, • Project workspace management, • Resources management,



	<ul style="list-style-type: none"> • Work plan management, • Meetings management, • Project review with Project Executive. <p>In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.</p>
<p>Senior Implementation Consultant</p>	<p>The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none"> • Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design, • Leading system configuration activities, • Providing training/mentoring to agency staff, • Recommend industry best practices to agency to enhance business processes, • Guide agency on how best to configure the system based on past experiences and software expertise.
<p>Implementation Consultant</p>	<p>Implementation Consultant resources support the project and typically focus on the following tasks.</p> <ul style="list-style-type: none"> • The configuration of the system to match the System Configuration document. • Build activities within the project, such as conversion data mapping, creation of reports and interface specification.
<p>Technical Consultant</p>	<p>RedMark Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as:</p> <ul style="list-style-type: none"> • Application installation and setup (Accela Civic Platform, Accela GIS, Accela Mobile, and Accela Citizen Access), • Report definition and creation, • Event Manager Script definition and programming, • Database Conversions and data mapping assistance, • Interface specifications and development.
<p>Training Consultant</p>	<p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>

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PROJECT ASSUMPTIONS

GENERAL

- Agency and RedMark will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- RedMark will implement the feature set available in the current Production release at the time of contract signing. New releases and patch upgrades will be deployed to the Accela Cloud Production environment throughout this implementation. Leveraging new features may affect the scope and timeline for this project and are considered out of scope.
- If applicable, Agency will provide/purchase/acquire the appropriate hardware, software, and infrastructure assets to support all required Accela software products in both support/testing and production environments as defined in the project schedule, in accordance with Accela specifications.
- Agency shall provide the necessary tools, accounts, and permissions that will enable RedMark to access the Agency's internal network for the purpose of remote installation and/or testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency is responsible for the installation and maintenance of all third-party products.
- If applicable, the Agency will ensure that RedMark resources have access to a Development or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system. If local development of interfaces is required, the Agency will provide a workstation with the required IDEs (e.g., Visual Studio).
- During onsite visits, the Agency will provide workspaces for RedMark Services for work completed on the Agency premises.
- For use with Accela Citizen Access, the Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- RedMark will provide the Agency with a Bi-Weekly Status Report that outlines the tasks completed during the prior week(s), the upcoming tasks that need to be completed during the following week(s), the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- If applicable, the Agency will provide RedMark with access to test and development environments for each Agency system that requires integration with Accela Civic Platform.
- Agency shall be responsible for determining whether to use or refrain from using any recommendations made by RedMark.

SCOPE AND TIMELINE

- Any tasks not specifically defined in this document are not included in this agreement.
- The Project Plan will be mutually agreed to by the Agency and RedMark Project Managers during the Initiation stage. Any material changes to the Project Plan will be reviewed and mutually agreed to by the Agency and RedMark Project Managers.
- Agency will commit the necessary resources and management involvement to support the project and to perform the agreed upon tasks in the Project Plan.
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, RedMark and Agency will escalate per the Project Charter. Time delays may invoke the Change Management process.
- Deliverables will be documented using the Accela methodology and associated templates. Any changes to the templates must be agreed to by the RedMark Project Manager.



AGENCY RESOURCING

- Agency will provide a dedicated Project Manager throughout the course of the project.
- Agency Project Manager, or other Agency designated project support staff, has primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the Project Plan. The general roles and responsibilities of these resources are described in the [Agency Resources](#) section.
- Agency agrees during the Initiation Stage of the project to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. If the Agency desires that more than 1 (one) Agency resource be involved in the deliverable review and approval process, the Agency's single designated approver is responsible for coordinating with those resources. Agency may make changes to designated approvers with written notification to RedMark a minimum of one month before a deliverable is due.
- Agency will identify project sponsors and all necessary stakeholders prior the project kickoff and will commit these personnel for the duration of the project. The expected time commitments from these resources will be defined in the Project Charter.
- Project timeline delays caused by Agency employees or third-party team members that result in a change in the project schedule will be addressed by the Change Management process.
- Agency shall be responsible for the contractual relationship with third parties that are not contracted through RedMark and will work to confirm that they cooperate with RedMark.

REDMARK RESOURCING

- RedMark will appoint a Project Manager throughout the project to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work.
- RedMark resources will be committed to the project as defined in the Project Plan and will work remotely except for the planned onsite trips. The general roles and responsibilities of these resources are described in the [RedMark Resources](#) section.
- RedMark personnel will be a part of the Agency executive steering committee and will attend meetings per the schedule defined in the Project Charter.
- RedMark will plan appropriate resourcing to facilitate the success of the deployment for the scope outlined in this SOW. Significant additional support requested by Agency above and beyond this level will be handled through the Change Management process.
- RedMark has no responsibility for the performance of other contractors or vendors engaged by the Agency, or delays caused by them, in connection with the project even if RedMark has been involved in recommending or selecting such other contractors or vendors, or in the monitoring of their work.

ACCEPTANCE

- For deliverable based payments agreements, the criteria outlined in the Work Description for the corresponding deliverable will be deemed accepted based on the Acceptance language in the deliverable. Upon completion of each payment deliverable, RedMark will provide the Agency with the Deliverable Acceptance Form to formalize acceptance and completion of that scope item. The number of days the Agency has to accept or reject the Deliverable Acceptance is delineated in the deliverable. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed / scanned / emailed / hand delivered to RedMark. Please refer to Appendix C to view a sample Deliverable Acceptance Form.
- Agency understands and agrees that Agency is responsible for determining whether the services and work product provided by RedMark hereunder, including any revised business processes implemented pursuant to this SOW, (i) meet Agency's business requirements, (ii) comply with all applicable laws, ordinances, codes,



regulations, and policies, and (iii) comply with Agency's applicable internal guidelines, long-term goals and any related agreements.

GO LIVE AND GO LIVE SUPPORT

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

PROJECT COMPLETION

- The project is complete once the transition to Accela's customer support organization (i.e., the CSC) has been completed.

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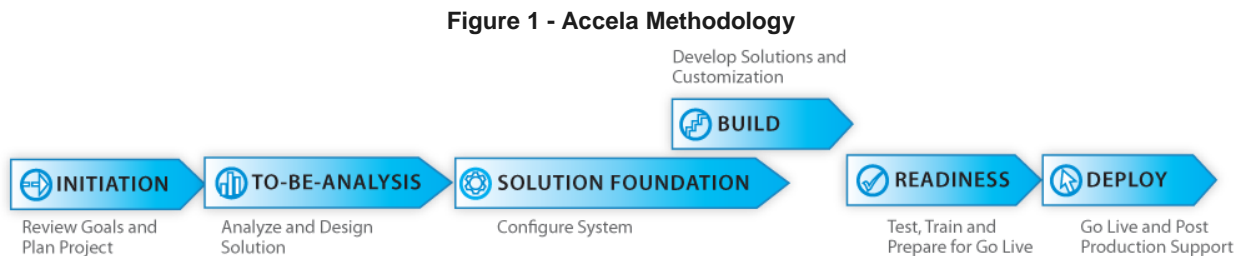


APPENDIX A - ACCELA IMPLEMENTATION METHODOLOGY

RedMark will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that RedMark and the Agency understand the composition and ‘downstream’ impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

Initiation represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed. In terms of specific deliverables, common output from the Initiation Phase is as follows:

- Project Charter,
- Baseline Project Plan,
- Project Status Report Template,
- Project SharePoint Site pre-loaded with baseline documentation,
- Project Initiation Meeting.

TO-BE ANALYSIS

To-Be Analysis is the second stage in the lifecycle. During the Analysis stage, RedMark reviews existing agency documentation, interviews agency staff, and conducts workshops to understand the “To-Be” vision of the Agency that can be executed with the aid of Accela Civic Platform. It is during this Phase that RedMark gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Civic Platform capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the ‘foundation’ for configuration of Accela Civic Platform to support germane elements of the Agency “To-Be” vision. Supplementing the To-Be Analysis Document(s) are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.



SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Civic Platform will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc.) types that were agreed to during the Analysis phase. Configuration of in-scope record types is comprised of, but not limited to:

- User-defined fields (Application-Specific Information and Task-Specific Information),
- Workflows and statuses,
- Fee structures and rules,
- Inspection data.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be implemented. This includes conversions, event scripts, interfaces and reports. In terms of specific deliverables, common output from the Build Phase is as follows:

- Event Script Development,
- Report Specifications and Development,
- Data Conversion Specifications and Development,
- Interface Specifications and Development.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Civic Platform is fully tested, errors are identified, documented, and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs. In terms of specific deliverables, common output from the Readiness Phase is as follows:

- User Acceptance Testing,
- End-User Training.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked, and completed, and post-production analysis and review is completed. Upon moving to production, the Accela Civic Platform applications are transitioned to the Accela Customer Service Center ("CSC") for ongoing support. A formal transition will occur between the Services team and the CSC that instructs the agency on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Service Center. In terms of specific deliverables, common output from the Deploy Phase is as follows:

- Pre-Production Checklist Development, Tracking and Execution,
- Move to Production,
- Post-Production Analysis,
- Formal Transition to the CSC for Ongoing Support



APPENDIX B – DATA CONVERSION ASSUMPTIONS

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

GENERAL INFORMATION AND REQUIREMENTS FOR HISTORICAL CONVERSIONS

- The standard data conversion includes the conversion of transactional data to the Accela Civic Platform database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the existing configuration at the time or excluded from the conversion effort.
- RedMark will perform unit testing of the conversion program including spot checks of the data within Accela Civic Platform in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before RedMark begins the data conversion mapping effort.
- Each data source will be considered and counted as an individual and separate data conversion effort, even if multiple historical data sources (i.e.: multiple databases or departmental data being in different formats) will be populating the Accela Civic Platform solution.

DATA CONVERSION ASSUMPTIONS

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

STANDARD DOCUMENT MIGRATION

The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Civic Platform EDMS systems. In the event a 3rd party EDMS is used by the Agency and is



connected by interface to Accela Civic Platform, it is still possible to convert documents if the 3rd party interface supports the create method.

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

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APPENDIX C – DELIVERABLES ACCEPTANCE FORM (SAMPLE)

Please acknowledge acceptance by:

<p>A</p> <p>Sign and fax this document to:</p> <p>RedMark Technologies, LLC. YOUR NAME YOUR TITLE Tel: Fax:</p>	OR	<p>B</p> <p>Email this document as an attachment to:</p> <p>YOUR EMAIL</p>
--	----	--

Date:	
Agency Name:	
Approving Agency Manager:	
RedMark Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that RedMark has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that RedMark has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name

Signature

Title

Date

EXHIBIT B

SERVICES AGREEMENT

- | | | |
|-------------------|--|---|
| 1. <u>Parties</u> | REDMARK
RedMark Technologies, LLC.
2385 NW Executive Center Dr, Suite 100
Boca Raton, Florida 33431
Attention: Contracts Administration
T: 561.210.5141
F: 561.892.8022
e-Mail: contracts@redmarktech.com | Nassau County Florida
Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097
Attention: Tech Services
T: 904.530.6050
F:
e-Mail: Techservices@nassaucountyfl.com |
|-------------------|--|---|

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

2. Term and Termination

April 24, 2024, *WC*

- 2.1 Term Provided that Customer signs and returns this SA to RedMark **no later than March 30, 2024**, this SA is effective as of the date of Customer’s signature (“Effective Date”) and will continue until completion of the services deliverables described herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to RedMark.

3. Professional Services RedMark will provide implementation services (“Professional Services”) described in the Statement of Work (“SOW”) attached hereto as Exhibit A.

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

3.3 Compensation

- 3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to RedMark the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to RedMark, supplied to RedMark by Customer, and based on RedMark’s interpretation of the work to be performed. Upon Customer request, RedMark will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

EXHIBIT B

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on RedMark's income. If Customer is exempt from certain taxes, Customer will provide RedMark with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. RedMark may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

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

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

EXHIBIT B

- 4.4 Publicity During the term of this SA, including the term of any amendment hereto, RedMark may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the RedMark product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on RedMark web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of RedMark's products or services without Customer's prior written authorization.
5. Other Terms and Conditions
- 5.1 Mutual Indemnification RedMark agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of RedMark or its employees or agents while the terms and conditions of this SA remain enforceable. Subject to the limits set forth in Section 768. 28, Florida Statutes, Customer agrees to indemnify, defend, and hold RedMark and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.
- 5.2 Limitation of Liability RedMark provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; RedMark bears no liability for and has no obligation to remedy such effects. Except as set forth herein, RedMark provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will RedMark's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to RedMark by Customer during the six (6) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if RedMark or its agents have been advised of the possibility of such damages.
- 5.3 Insurance Coverage RedMark will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.
- 5.4 Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.5 Dispute Resolution This SA is governed by the laws of the State of Florida. Any controversy or claim arising out of or relating to this SA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Nassau County, Florida. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this SA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a

EXHIBIT B

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

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

END OF DOCUMENT

Exhibit C

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Consultant and Nassau County, FL ("**Customer**" or "**County**").

1. DEFINITIONS.

1.1 "**Consultant System**" means the information technology infrastructure used by or on behalf of Consultant in performing the Subscriptions Services, including all computers, software (including but not limited to Consultant Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Consultant or its third party suppliers.

1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Consultant in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "**Authorized User**" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Consultant to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Consultant, or Aggregate Data.

1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Consultant for the Subscription Services.

1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "**Order**" means an Consultant order form or other mutually acceptable document fully

executed between Customer and Consultant that incorporates this Agreement.

1.10 **“Service Availability Policy”** means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 **“Subscription Services”** means the civic administration services, comprised of the Consultant System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 **“Software”** means any licensed software (including client software for Authorized Users’ devices) and Documentation that Consultant uses or makes available as part of the Subscription Services.

1.13 **“Support Services”** means those technical and help services provided by Consultant in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 **“Subscription Period”** means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Consultant hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Consultant shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Consultant a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Consultant by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except

as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela Inc. or Consultant's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela or Consultant ; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Consultant or its third party licensors, retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Consultant System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Consultant's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Consultant promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. PAYMENT TERMS.

3.1 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela Inc. is not a party to such transactions. Consultant's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 **Ownership.** 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 as otherwise set forth explicitly in Section 5.

5.2 **Usage.** Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Consultant generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Consultant the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for and its third party licensor of the Consultant System: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Consultant and its third party licensor of the Consultant System may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 **Use of Aggregate Data.** Customer agrees that Consultant and its third party licensor of the Consultant System may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 **Subscription Services Warranty.** During the Subscription Period, Consultant warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As

Customer's sole and exclusive remedy and Consultant's entire liability for any breach of the foregoing warranty, Consultant will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Consultant warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Consultant's entire liability for any breach of the foregoing warranty, Consultant will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Consultant is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Consultant only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Consultant makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY 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 SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. **SECURITY.** Consultant has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Consultant, and its third party licensor will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Consultant and its third party licensors and hold it harmless against those risks.

9. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Consultant as a component of the Subscription Services ("**Third Party Services**") and this may include third party products resold by Consultant. Consultant assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Consultant's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

10. **TERM AND TERMINATION.**

10.1 **Agreement Term.** The Subscription Period shall start on the Subscription Period Start Date and continue in full force and effect until the Subscription Period End Date as set forth in an applicable Order governed by the Agreement.

10.2 **Subscription Periods & Renewals.** Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Consultant shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non- renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

10.3 **Survival.** Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 7 (Limitation of Liability), 10.3 (Survival) will survive any termination or expiration of this Agreement.

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Claim/Annual Aggregate – Project Specific Form	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

CYBER AND DATA SECURITY LIABILITY

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Cyber and Data Security Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$1,000,000
Media	\$1,000,000
Network and Data (Information) Security	\$1,000,000

Policy coverage must include Third Party Liability coverage.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense insurance that is usual and customary to the service or product they are providing in relationship to this Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Reserved.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
- **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon

demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



Proposed by: Ryan Chavez
 Contact Phone:
 Contact Email: rchavez@redmarktech.com
 Quote ID: Q-32615
 Valid Through: 3/30/2024 04/24/2024
 Currency: USD

2385 NW Executive Center Dr.
 Ste 100
 Boca Raton, FL 33431

WC

Exhibit E - Order Form

Address Information

Bill To:

Nassau County Board of County Commissioners
 96135 Nassau Place, Suite 7
 Yulee FL 32097
 United States

Ship To:

Nassau County Board of County Commissioners
 96135 Nassau Place, Suite 7
 Yulee FL 32097
 United States

Billing Name: Derrick Lindsay
 Billing Phone: (904) 530-6051
 Billing Email: dlindsay@nassaucountyfl.com

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	3/30/2024	3/29/2025	12	\$2,100.00	60	\$126,000.00
> Accela Building - SaaS	Year 1	3/30/2024	3/29/2025	12	\$0.00	60	\$0.00
> Accela Planning - SaaS	Year 1	3/30/2024	3/29/2025	12	\$0.00	60	\$0.00
> Accela Service Request Management - SaaS	Year 1	3/30/2024	3/29/2025	12	\$0.00	60	\$0.00
TOTAL:							\$126,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	3/30/2025	3/29/2026	12	\$2,205.00	60	\$132,300.00
> Accela Building - SaaS	Year 2	3/30/2025	3/29/2026	12	\$0.00	60	\$0.00
> Accela Planning - SaaS	Year 2	3/30/2025	3/29/2026	12	\$0.00	60	\$0.00
> Accela Service Request Management - SaaS	Year 2	3/30/2025	3/29/2026	12	\$0.00	60	\$0.00
TOTAL:							\$132,300.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	3/30/2026	3/29/2027	12	\$2,315.25	60	\$138,915.00
> Accela Building - SaaS	Year 3	3/30/2026	3/29/2027	12	\$0.00	60	\$0.00
> Accela Planning - SaaS	Year 3	3/30/2026	3/29/2027	12	\$0.00	60	\$0.00
> Accela Service Request Management - SaaS	Year 3	3/30/2026	3/29/2027	12	\$0.00	60	\$0.00
TOTAL:							\$138,915.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	3/30/2027	3/29/2028	12	\$2,431.01	60	\$145,860.75
> Accela Building - SaaS	Year 4	3/30/2027	3/29/2028	12	\$0.00	60	\$0.00
> Accela Planning - SaaS	Year 4	3/30/2027	3/29/2028	12	\$0.00	60	\$0.00
> Accela Service Request Management - SaaS	Year 4	3/30/2027	3/29/2028	12	\$0.00	60	\$0.00
TOTAL:							\$145,860.75

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	3/30/2028	3/29/2029	12	\$2,552.56	60	\$153,153.79
> Accela Building - SaaS	Year 5	3/30/2028	3/29/2029	12	\$0.00	60	\$0.00
> Accela Planning - SaaS	Year 5	3/30/2028	3/29/2029	12	\$0.00	60	\$0.00
> Accela Service Request Management - SaaS	Year 5	3/30/2028	3/29/2029	12	\$0.00	60	\$0.00
TOTAL:							\$153,153.79

Pricing Summary

Period	Net Total
Year 1	\$ 126,000.00
Year 2	\$ 132,300.00
Year 3	\$ 138,915.00
Year 4	\$ 145,860.75
Year 5	\$ 153,153.79
Total	\$ 696,229.54

Additional Terms:

- All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
- New Customer. RedMark may adjust the Order Start Date and Order End Date, in its sole and exclusive judgement, if the order is received after the Order Start Date above provided that the total term length does not change.
- Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for products and services in this Order Form/Quote will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
- Use of Accela products and services is subject to the terms and conditions set forth in Exhibit C (Subscription Services Agreement) or as otherwise agreed between the County and Consultant in writing.
- Per section 16.1 of the Professional Services Contract, County agrees to consent to the assignment of Exhibit C, as well as the licenses and costs in this Order Form/Quote, from Consultant to Accela Inc. upon completion of the implementation services set forth in Exhibits A and B of the Professional Services Contract.