

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 530-15  
AMENDMENT NUMBER 12**

This Amendment Number 12 is made on 11/1/2023 ("Effective Date") and amends Agreement Number 530-15 dated March 29, 2016, and as thereafter amended ("Main Agreement") between Accela, Inc. ("Contractor" or "Accela") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. Exhibit A, "Statement of Work", Appendix B – PHASE II DELIVERABLE DESCRIPTIONS, SCOPE and ACCEPTANCE CRITERIA of the Agreement** is hereby amended to add the below Statement of Work (SOW) to integrate Accela with the County's Enterprise Payment System with Paymentus, the integration to be done at the rate listed under Table 2B: Statement of Work Cost.

**STATEMENT OF WORK FOR ACCELA INTEGRATION WITH PAYMENTUS**

**Services**

Update the existing online payment processor to a custom payment processor with Paymentus. This Statement of Work (SOW) includes development and testing of the custom payment processor, as well as Project Management support, as described in the Services listed below, on a time and material basis, at the rate listed below. Notwithstanding anything to the contrary (1) Accela is not assigning or licensing any intellectual property to County under this Statement of Work and (2) County acknowledges and agrees that Accela is not responsible or liable for any Paymentus products or services

Accela will provide the following Services. Any change to the Services shall be added by a written contract amendment executed by the Parties before any work shall be conducted. Services include the following:

- Participation in Solution design meetings with the County
- Development and testing of a custom Paymentus payment adapter for existing records and existing record types, consistent with the solution design provided by the County to include transactions from Accela to Paymentus and from Paymentus to Accela
- One (1) week of support to fix any post-go-live issues is also included in this scope.
- Project management (collectively, the "Services")

**Out of Scope**

- Automation or configuration updates not directly related to the Paymentus payment adapter.

**Project Assumptions**

**GENERAL PROJECT ASSUMPTIONS**

- The County will provide the necessary tools, accounts, and permissions that will enable Accela to access the County's internal network for remote installation and 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, pending agreement of the parties, such delay will require an amendment to this SOW.

- The County will ensure that Accela resources have access to a Dev or Test version of the 3<sup>rd</sup> party system for interface development. All interfaces will be developed against the Dev environment (SUPP) and will then be migrated and tested in TEST environment prior to go-live.

**PROJECT TIMELINE**

The project is estimated to take 184 hours. The projected start date for the Project will be 11/1/2023. Upon completion of the Services defined above, this SOW will expire.

No changes to the scope, timeline or resources that increases the hours or costs needed to complete the Project shall be allowed without prior written approval and executed amendment agreed to by the parties.

**PROJECTS PUT ON HOLD**

It is understood that sometimes County priorities are revised requiring the County to place the Accela implementation on hold. The County must send a formal written request sent to Accela to put the project on hold. Delays may have a tangible impact to Accela’s resource plan and may require an amendment to the main agreement.

If a County-based delay puts the project on hold for more than 90 days, each party reserves the right to negotiate new terms of this amendment, if possible, otherwise a new amendment may be required.

2. Exhibit B Pricing and Payment Schedule is hereby replaced in its entirety with the attached Revised Exhibit B Pricing and Payment Schedule.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ACCELA, INC.

AUTHORIZED DocuSigned by:  
SIGNATURE: Dr. SHARON T. LEWIS  
89B86B1AD301462...

AUTHORIZED DocuSigned by:  
SIGNATURE: Aaron Haggarty  
A04499D928344D8...

NAME: DR. SHARON T. LEWIS  
TITLE: PURCHASING AGENT  
DATE: 11/1/2023

NAME: Aaron Haggarty  
TITLE: CLO  
DATE: 10/31/2023

REVISED EXHIBIT B  
PRICING AND PAYMENT SCHEDULE

a. **Fee Summary**

Term	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027
SaaS Licenses	\$589,957	\$601,757	\$613,792	\$626,067
ERD	\$50,938	\$51,957	\$52,996	\$54,056
Two New Environments	\$21,224	\$21,649	\$22,082	\$22,523
	<b>\$662,119</b>	<b>\$675,363</b>	<b>\$688,870</b>	<b>702,646</b>

b. **SaaS License Summary**

Product	Quantity
SaaS Licenses	355
Enhanced Reporting Database (ERD)	1
Additional Environments	2

c. **For the term(s) following the term ending June 30, 2027, SaaS Licenses, ERD and two additional Environments shown in the Fee Summary above may be negotiated subject to the following:**

Number of years in term	Annual uplift
5 years (or more) term	Not to exceed 3%
3 – 4 year term	Not to exceed 5%
Less than 3 years term	Not to exceed 6%

d. Accela will provide the Services described in Appendix B for PHASE II DELIVERABLES, SCOPE AND ACCEPTANCE CRITERIA and for ACCELA INTEGRATION WITH PAYMENTUS on a Time and Materials basis which will be billed monthly, based on timesheets itemized by resource and approved by the County a minimum of bi-weekly (every other week). Accela will provide qualified resources to perform Services based on the roles identified in Table 2A and Table 2B, respectively, below and in accordance with a mutually approved project and staffing plan. Throughout the course of the project, one resource may perform multiple roles, and each role may be filled by more than one resource, except where a specific role is articulated in the Statement of Work. Accela has allocated a specific number of hours to this effort, as provided in Tables 2A and 2B, respectively, which will be billed as incurred for a total not to exceed the amounts shown in Tables 2A and 2B, respectively, exclusive of travel expenses. No guarantees are made that specific tasks will be completed in the hours identified. Any additional hours added shall be submitted in writing and approved prior to any work being added.

e. Accela shall not exceed the total amount shown in either Table 2A or Table 2B for the respective Statement of Work without the prior written approval of the County and shall not continue to provide services after the total estimate has been reached without a written amendment agreed upon by the parties. Bi-Weekly (every other week) timesheets will be sent to the County by Friday of the following week for sign-off by the County. Invoices will be sent for hours worked every month, based on the approved hours. Invoices are due Net 45 of the invoice date. Except as

otherwise agreed by the parties in writing, fees due are quoted and payable in United States dollars, and payment obligations are non-cancelable, and fees paid are non-refundable.

**TABLE 2A: STATEMENT OF WORK COSTS for PHASE II DELIVERABLE DESCRIPTIONS, SCOPE AND ACCEPTANCE CRITERIA as identified in Appendix B.**

Project Role	Total Estimated Hours	Hourly Rate	Total Estimated Cost
Project Manager	6,369	<b>\$190</b>	\$1,210,110
Solution Architect			
Technical Consultant			
Solution Lead			
Data Conversion Consultant			
Scripting Developer			

**TABLE 2B PER AMENDMENT NO. 12 FOR ACCELA INTEGRATION WITH PAYMENTUS: STATEMENT OF WORK COSTS**

Project Role	Total Estimated Hours	Hourly Rate	Total Estimated Cost
Project Manager	184	<b>\$201.57</b>	\$37,088.88
Solution Architect			
Technical Consultant			
Solution Lead			

- f. Any hours remaining on the PHASE II DELIVERABLE DESCRIPTIONS, SCOPE, AND ACCEPTANCE CRITERIA project, as defined in Appendix B and as shown in Table 2A above, when Accela has completed the scope of this project, will not be used for other services. Any hours remaining will expire 3 months after completion of Phase IIc, as described in Exhibit 1 of Amendment 7 and the County will not be invoiced for any remaining hours.
- g. Any Estimated Hours remaining in Table 2B above, when Accela has completed the Services of this project, will not be used for other services.
- h. Additional implementation services outside of the Services described in Appendix B – **PHASE II DELIVERABLE DESCRIPTIONS, SCOPE and ACCEPTANCE CRITERIA** will be billed at \$201.57/hour for the one-year term ending December 31, 2023. The hourly rate for implementation services outside of the Services described in Appendix B – **PHASE II DELIVERABLE DESCRIPTIONS, SCOPE and ACCEPTANCE CRITERIA** in the three subsequent one-year terms will escalate 3% each year through the year ending December 31, 2026, as shown in Table 4A below.

**TABLE 4A: ADDITIONAL IMPLEMENTATION SERVICE COSTS**

Contract Year	Term	Hourly implementation Fee outside scope services described in the above SOW
<b>7</b>	<b>Jan 1 – Dec 31, 2023</b>	<b>\$201.57</b>
<b>8</b>	<b>Jan 1 – Dec 31, 2024</b>	<b>\$207.62</b>
<b>9</b>	<b>Jan 1 – Dec 31, 2025</b>	<b>\$213.85</b>
<b>10</b>	<b>Jan 1 – Dec 31, 2026</b>	<b>\$220.26</b>

i. **Travel Expenses for SOW for Accela Integration with Paymentus per Amendment No. 12**

There is no provision for travel expenses or travel time in this SOW because the County does not need any onsite resources.

j. **Amendments for SOW for Accela Integration with Paymentus per Amendment No. 12**

In order to make a change to the scope of Services in this SOW, and subject to the Disclaimers below, the County must submit a written request to Accela specifying the proposed changes in detail ("Change Order"). Accela must submit to the County an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order. Any amendment will be executed by the parties in writing prior to implementation of the change in scope, no work shall start without a signed amendment. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, an amendment will be created that details these changes, and impact to project and cost (if any). Any amendment will be signed by Accela and the County prior to commencing any activities defined in the Change Order. Hourly rate for additional hours outside this SOW will be charged at the applicable rate for the Term as stated in the Pricing and Payment Schedule shown in this Revised Exhibit B.

**Disclaimers for SOW for Accela Integration with Paymentus per Amendment No. 12**

Accela makes no warranties in respect of the Services described in this SOW except as set out in the SOW. Any configuration of or modification to Accela's Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the Main Agreement between Accela and the County, does not extend outside the Supported Modifications or to any County manipulation of implemented scripts, reports, interfaces, and adaptors.

In the event the County requires significant changes to the **STATEMENT OF WORK FOR ACCELA INTEGRATION WITH PAYMENTUS** (including cumulative revisions across any one or more amendments) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to County, suspend or terminate this SOW and/or any amendment executed hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.