



# CITY OF LAKE FOREST PARK CITY COUNCIL COMMITTEE OF THE WHOLE MEETING

**Monday, May 19, 2025 at 6:00 PM**

**Meeting Location: In Person and Virtual / Zoom  
17425 Ballinger Way NE Lake Forest Park, WA 98155**

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## **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:**

**Join Zoom Webinar:** <https://us06web.zoom.us/j/81266972044>

**Call into Webinar: 253-215-8782 | Webinar ID: 812 6697 2044**

The City Council is providing opportunities for public comment by submitting a written comment or by attending in person to provide oral public comment.

### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

If you are attending the meeting in person, there is a sign in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker. Oral comments are not being accepted via Zoom.

The meeting is being recorded.

### **HOW TO SUBMIT WRITTEN COMMENTS:**

Written comments will be submitted to Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. The City Clerk will read your name and subject matter into the record during Public Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at [www.cityoflfp.gov](http://www.cityoflfp.gov)

Meetings are shown on the city's website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

## **AGENDA**

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENTS**

***The Committee is not accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic the Council might have purview or control over. However, the Committee may not respond to comments from the public. If the comments are of a nature that the Council does not have influence or control over, then the Deputy Mayor or presiding officer may request the speaker suspend their comments. The***

*Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

### **3. DISCUSSION ITEMS**

- A.** Overview of the Emergency Operations Center
- B.** Resolution 25-2018/Authorizing the Mayor to Sign a Professional Services Agreement with iWorQ Systems, Inc. for Community Development Permitting Software Services
- C.** Continued discussion regarding current budget challenges
- D.** Setting upcoming council meeting dates

### **4. ADJOURN**

### **FUTURE SCHEDULE**

- Thursday, May 22, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, May 26, 2025 – Memorial Day, City Hall closed
- Thursday, May 29, 2025, 6:00 p.m. Budget & Finance Committee Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, May 29, 2025, 7:00 p.m. City Council Special Meeting – hybrid meeting (City Hall and via Zoom)
- *Wednesday, June 4, 2025, 6:00 p.m. City Council Special Meeting – hybrid meeting (City Hall and via Zoom)*
- *Thursday, June 5, 2025, 6:00 p.m. City Council Special Meeting – hybrid meeting (City Hall and via Zoom)*
- Thursday, June 12, 2025, 6:00 p.m. City Council Work Session – hybrid meeting (City Hall and via Zoom)
- Thursday, June 12, 2025, 7:00 p.m. City Council Regular Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 19, 2025 – Juneteenth, City Hall Closed
- Monday, June 23, 2025, 6:00 p.m. Committee of the Whole Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 26, 2025, 6:00 p.m. Budget & Finance Committee Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 26, 2025, 7:00 p.m. City Council Regular Meeting – hybrid meeting (City Hall and via Zoom)

*Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.*



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 19, 2025
Originating Department	Community Development
Contact Person	Mark Hofman, Community Development Director
Title	Resolution 25-2018/Authorizing the Mayor to Sign a Professional Services Agreement with iWorQ Systems, Inc. for Community Development Permitting Software Services

Legislative History

- First Presentation – May 8, 2025, Regular City Council Meeting
- Second Presentation – May 19, 2025, Committee of the Whole

Attachments:

1. Resolution 25-2018
2. iWorQ Systems, Inc. Professional Services Agreement for Community Development Permit Tracking Software Use
3. iWorQ Data Security Information
4. Written 60 Day Notice of Termination for Accela Software with City of Lake Forest Park
5. Two-year Services Quote with Carahsoft - Accela, Inc.
6. Current Services Agreement (AG-16-027) with Carahsoft – Accela, Inc.

Executive Summary

The City of Lake Forest Park currently contracts with a software provider for community development permitting software use. The software use includes tracking and data input for permit applications related to building, planning, right-of-way use, and code enforcement. With recent retirements and other vacancies in Community Development positions, the Department desires to take advantage of an opportunity to switch to a digital intake, review, and issuance process for service improvements. As part of the switch, the Department compared the existing tracking software to numerous other options to find

a right fit to the needs of the city. The effort produced a recommended service provider and staff seeks authorization to enter into a new service agreement with iWorQ Systems, Inc. (Attachment 2).

Background

After viewing presentations and direct discussions with software sales representatives of five prominent service providers, the Community Development Department finds that a switch to “iWorQ” software is appropriate to "right size" software use with the community needs, enjoy a cost savings under budgeted amounts, integrate with other software (Bluebeam, Adobe Pro, King County GIS/REST) used by the City, enjoy frequent updates and fixes/patches, be able to provide self-guided and directed training options not available with our current software, utilize standardized templates and forms, receive direct assistance, ensure safe data storage, and head into a digital future accompanied by the appropriate permit tracking software.

Fiscal & Policy Implications

The adopted budget for 2025/2026 includes funds to cover permit tracking software expenses. This new Agreement would be a significant cost savings under the budgeted amounts. Permit software and electronic credit card fees are offset by a technology fee charged with permit issuance.

Alternatives

Options	Results
<ul style="list-style-type: none"><li>Adopt the Services Agreement with iWorQ Systems, Inc. for permit tracking software use.</li></ul>	Permit tracking and data input functions for Community Development will be supported by software services.
<ul style="list-style-type: none"><li>Not Adopt the Services Agreement with iWorQ for permit tracking software use.</li></ul>	Permit tracking and data input functions for Community Development will not be supported by software services. An alternate support software will be required.

Staff Recommendation

Approve Resolution 25-2018 authorizing the Mayor to sign the Professional Services Agreement with iWorQ Systems, Inc. to avoid a lapse in software use support for Community Development permitting functions.

**RESOLUTION NO. 25-2018****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH IWORQ SYSTEMS, INC. FOR COMMUNITY DEVELOPMENT PERMITTING SOFTWARE USE AND SUPPORT**

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**WHEREAS**, the Community Development Department municipal services for the City of Lake Forest Park include permit intake, review, and issuance tracking, as well as record/data keeping, for the building, planning, street right-of-way, and code enforcement functions to the public; and

**WHEREAS**, the records, building, planning, street right-of-way, and code enforcement functions are essential, core duties provided daily by the city for the community; and

**WHEREAS**, the City of Lake Forest Park currently has an ongoing agreement in place with Carahsoft – Accela, Inc. for permit tracking software use and support, with automatic annual renewal, unless terminated in writing 60-days prior to the end of term; and

**WHEREAS**, recent retirements and other vacancies in various applicable Community Development positions enable the Department to take advantage of the opportunity to switch to a digital intake, review, and issuance process for service improvements; and

**WHEREAS**, as part of the switch away from a predominantly paper-oriented process, the Department compared the existing tracking software to numerous other options to find a right fit to the needs of the city; and

**WHEREAS**, the Community Development Department finds that the software services provided by iWorQ Systems, Inc. best fit the needs of permitting processes of the city; and

**WHEREAS**, staff provided written 60-day notice of termination to Carahsoft – Accela, Inc. as required by the current Professional Services Agreement, AG-16-027, on April 29, 2025, and the Agreement now ends on June 28, 2025; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

**Section 1. AUTHORIZATION.** The Mayor is hereby authorized to execute a Professional Services Agreement with iWorQ Systems, Inc. for community development

permitting software use and support, in substantially the same form as attached hereto as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: May 16, 2025  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 25-2018



## **IWORQ SERVICE AGREEMENT**

### **For iWorQ applications and services**

Lake Forest Park, WA here after known as (“Customer”), enters into THIS SERVICE AGREEMENT (“Agreement”) with iWorQ Systems Inc. (“iWorQ”) with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ’s authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

#### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ’s service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer’s data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.





#### **4. CUSTOMER DATA:**

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).

Data upload and storage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

#### **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

#### **6. BILLING:**

The term of this contract is 3 years (the Term). iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net-30 days from the date of the invoice. Any billing changes — including additional services or removing of services — will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.



Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

## **7. TERMINATION:**

Termination for convenience. Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) without cause during the initial 3-Year Term, the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term. Notice of Termination or Nonrenewal shall be provided to the iWorQ representative in section 11 by email and to the City by email to the Primary Implementation Contact in section 9.

Termination for cause. If a party to this Agreement fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may terminate this Agreement during the Term, by giving a five (5) day written notice by email of such termination. iWorQ shall provide such notice to the City's Primary Implementation Contact in section 9 and the City shall provide such notice to the iWorQ's representative in section 11. In the event of such termination, iWorQ shall be entitled to receive compensation for the prorated period of the Term ending with the fifth day of the notice period.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, at no cost, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

## **8. ACCEPTABLE USE:**

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating



rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).



## 9. CUSTOMER IMPLEMENTATION INFORMATION:

**Primary Implementation Contact** \_\_\_\_\_ **Title** \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell (required) \_\_\_\_\_

Email \_\_\_\_\_

**Secondary Implementation Contact** \_\_\_\_\_ **Title** \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell (required) \_\_\_\_\_

Email \_\_\_\_\_

**Portal Setup Contact** (if applicable) \_\_\_\_\_ **Title** \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ Signature \_\_\_\_\_

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

## 10. CUSTOMER BILLING INFORMATION:

**Billing Contact** \_\_\_\_\_ **Title** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

PO # \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_



11. ACCEPTANCE:

The effective date of this Agreement is the last date signed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

City of Lake Forest Park

Signature \_\_\_\_\_Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number\_\_\_\_\_

Cell Number \_\_\_\_\_

IWorQ Systems Inc.

Signature \_\_\_\_\_Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number\_\_\_\_\_

Cell Number \_\_\_\_\_

# **iWorQ Service(s) Agreement**

## **APPENDIX A**



## iWorQ Price Proposal

<b>Lake Forest Park, WA</b>	<b>Population- 13,142</b>
<b>17425 Ballinger Way NE</b> <b>Lake Forest Park, WA 98155</b>	<b>Prepared by: Sabrina Treasure</b>

### Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Community Development (Enterprise Package)</p> <p>*Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. (Through PayRoc)</p> <p>-Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Contractor Status Updates via Text -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Inspection Routing -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes access to 24 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters Note: Any adjustments made to the templates will result in a custom form -OpenStreetMap tracking abilities with quarterly updates</p> <p>GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data.</p>	<p><b>\$16,500.00</b> <del>\$18,000.00</del></p>	Annual



<p>2. The Rest Service data contains the information needed for system functionality and field types match.</p> <p>a. The format of that data must conform to iWorQ Systems</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) Client must provide iWorQ with their agency's REST Service URL within 30 days of signature date, otherwise iWorQ will not establish the REST Service connection. Client may pay a data and labor fee of \$500 (subject to change at the discretion of iWorQ) to set up REST service beyond the stated 30-day deadline.</p>		
<p>Permit Management - Plan Review</p> <ul style="list-style-type: none"> <li>- Available on any computer, tablet, or mobile device using Chrome Browser</li> <li>- OpenStreetMap tracking abilities with quarterly updates</li> <li>- Manage appeals, variances, plat applications, conditional use permits, etc.</li> <li>- Option to track contractors and their licensing</li> <li>- Track fees and payments</li> <li>- Inspection and plan review tracking</li> <li>- Configurable Reporting</li> <li>- iWorQ notifications included</li> <li>- Includes iWorQ Workflows</li> <li>- Send out mass notifications to surrounding properties</li> <li>- Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.</li> <li>- Draw &amp; annotate on plans</li> <li>- Save data in layers on plans</li> <li>- Place watermarks on plans</li> <li>-Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)</li> </ul>	<p>Included</p> <p><del>\$4,500.00</del></p>	<p>Annual</p>
<p>Additional Web Forms for Online Portal</p> <p>(27) Additional Web forms for Online Permit Applications. (Total Web Forms = 30)</p> <p>Note: Additional Web Forms can be purchased as needed: \$500/annually for 3</p>	<p>Included</p>	<p>Annual</p>
<p>File Upload Increase</p>	<p>\$500.00</p>	<p>Annual</p>





-Increases file upload size capabilities to 50MB per file		
Bluebeam Integration  iWorQ integration with Bluebeam	<b>\$1,500.00</b>	Annual
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<b>\$18,500.00</b>	Annual

### One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	<b>\$500.00</b> <del>\$9,500.00</del>	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

<b>Grand Total Due Year 1</b>	<b>\$19,000.00</b>	<b>Year One Total</b>
<b>Subscription Fee (This amount will be invoiced each year after 1<sup>st</sup> year)</b>	<b>\$18,500.00</b>	<b>Annual</b>

### NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

To Whom It May Concern,

This letter serves to outline our data backup and recovery policy, including the specific backup schedule, designated backup dates, and procedures in the event of data loss. This documentation is provided as part of an audit to ensure compliance with data integrity and security protocols. For all our data storage, we utilize AWSGov for housing and backing up the data.

Backup Schedule:

Automated backups occur daily during a 30-minute window is assigned from an 8-hour block specific to each AWS GovCloud (US) region:

- AWS GovCloud (US-East): 17:00–01:00 UTC
- AWS GovCloud (US-West): 06:00–14:00 UTC

AWS GovCloud Data Storage and Backup:

AWS GovCloud (US) follows strict security and compliance measures by adhering to FedRAMP, FISMA, and ITAR standards. To ensure maximum security, data is automatically encrypted both at rest and in transit. For disaster recovery, multi-region backup strategies are recommended, allowing replication across multiple AWS GovCloud (US) regions.

Data Recovery and Loss Mitigation:

In the event of a catastrophic system failure, complete restoration may take up to 24 hours depending on system complexity and recovery processes. Regular backup integrity tests and periodic restore drills are conducted to validate data accuracy and ensure operational readiness.

Community Development Director  
Mark Hofman

17425 Ballinger Way NE  
Lake Forest Park, WA 98155-5556  
Phone: 206-957-2824  
Email: mhofman@cityoflfp.gov  
www.cityoflfp.gov



April 29, 2025

Leslie Valdez  
Senior Account Manager  
Accela Government at Carasoft  
11493 Sunset Hills Road, Suite 100  
Reston, VA 20190  
Leslie.Valdez@Carahsoft.com

Re: 60-Day Notice of Termination of Services Contract with Accela Permit Tracking

Accela Government at Carahsoft,

Thank you for your nine years of service and support under contract to the City of Lake Forest Park, WA with your permit tracking software. Facing budget constraints and fiscal cuts in these increasingly uncertain times, the City is looking at all existing contracts and procedures to find acceptable cost savings and service improvements. At this time, the City is exercising the termination of service and written notice requirements to end the contract, AG-16-027 (attached), between Accela, Inc. and the City of Lake Forest Park.

Per Section 4 of the Terms and Conditions, subscription terms are twelve (12) calendar months in duration and automatically renew for additional terms. The city may opt out from automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. Thank you for the recent two-year quotes we've received (#48153780), expiring May 1, 2025. However, the end date of our current paid term is June 28, 2025 and we do not wish to renew.

We appreciate the service and software and look forward to a communicative and coordinated effort to transfer a copy of the city's data in a database dump file as per Section 16 of the agreement, preferably close to the end date of the current term in June. If you have any questions or to discuss the next steps please contact me directly at mhofman@cityoflfp.gov or (206) 957-2824.

Sincerely,

A handwritten signature in blue ink that reads "Mark Hofman". The signature is stylized with a large, sweeping "M" and a cursive "Hofman".

Mark Hofman  
Community Development Director  
City of Lake Forest Park

## GOVERNMENT - PRICE QUOTATION

## ACCELA GOVERNMENT AT CARAHSOFT

Section 3, ItemB.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM

**TO:** Stephen Bennett  
 Planning & Building Director  
 City of Lake Forest Park  
 17425 Ballinger Way NE  
 Lake Forest Park, WA 98155 USA

**FROM:** Leslie Valdez  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Reston, Virginia 20190

**EMAIL:** steve@cityofflp.com

**EMAIL:** Leslie.Valdez@carahsoft.com

**PHONE:** (206) 957-2812

**PHONE:** (571) 662-3036

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 48153780  
**QUOTE DATE:** 03/04/2025  
**QUOTE EXPIRES:** 04/03/2025  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$61,353.52  
**WA Tax** \$6,258.06  
**TOTAL QUOTE:** \$67,611.58

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
<b>YEAR 1 OF 2</b>						
1	SS-37-SIL-700-R9-2	Accela Civic Platform-SaaS-Renewal Year 9 Accela Inc - SS-37-SIL-700-R9 Start Date: 06/29/2025 End Date: 06/28/2026		\$3,741.07	OM 8	\$29,928.56
<b>YEAR 1 OF 2 SUBTOTAL:</b>						\$29,928.56
<b>YEAR 2 OF 2</b>						
4	SS-37-SIL-700-R10-2	Accela Civic Platform-SaaS-Renewal Year 10 Accela Inc - SS-37-SIL-700-R10 Start Date: 06/29/2026 End Date: 06/28/2027		\$3,928.12	OM 8	\$31,424.96
<b>YEAR 2 OF 2 SUBTOTAL:</b>						\$31,424.96
<b>SUBTOTAL:</b>						\$61,353.52
<b>TOTAL PRICE:</b>						<b>\$61,353.52</b>
<b>WA Tax</b>						<b>\$6,258.06</b>
<b>TOTAL QUOTE:</b>						<b>\$67,611.58</b>

All use of the services specified in this document shall be governed by the Accela Terms of Service available at <https://www.accela.com/terms/>. By placing an order, customer accepts and agrees to be bound by the Accela Subscription Services Agreement.



OR  
AGREEMENT

MUNI SVCS DEPT

Accela ContractCarahsoft

City of LFP

AG-16-027**ACCELA SUBSCRIPTION TERMS AND CONDITIONS**

Version 52615a

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

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

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

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

subscription term, rounded-up to the nearest full month.

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

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

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

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

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

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

implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

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

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

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

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

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to

contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

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

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

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in a database dump file not more than once per calendar quarter, ;
- (ii) an APO property conversion upload, not more than twice per annual term, and
- (iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents,

as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

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

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

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

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

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations,

computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

**22. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE**

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

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

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

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

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