

To request translation or disability-related accommodations, please contact us at DTDcompliance@clackamas.us | 503-742-4400.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al DTDcompliance@clackamas.us | 503-742-4400.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по:
DTDcompliance@clackamas.us | 503-742-4400.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними:
DTDcompliance@clackamas.us | 503-742-4400.

如需翻译服务或残障相关的协助，请与我们联系：
DTDcompliance@clackamas.us | 503-742-4400。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua DTDcompliance@clackamas.us | 503-742-4400.



Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 13, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract Addendum with CityGovApp for mobile and online permitting inspection. Addendum Value is \$319,656 for 5 years. Funding is through permitting revenues. No County General Funds are involved.

Previous Board Action/Review: N/A

Performance Clackamas: Vibrant Economy and Strong Infrastructure

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Cheryl Bell

Contact Phone: 503-260-7124

EXECUTIVE SUMMARY: The Development Services programs, within the Department of Transportation and Development (DTD), serve as the permitting authorities for unincorporated Clackamas County and select cities (through intergovernmental agreements). Since 2021 DTD has used applications developed by CityGovApp, Inc. for County field inspectors to manage and result (complete) inspections, and for customers to schedule, manage, and view inspection results via a downloadable app that is compatible with both Apple and Android devices. In addition to renewing the inspector and inspection request applications this new contract includes:

- Adding our Septic program to the inspector app, which allows County Soil Scientists to result inspections while in the field.
- Batch Scheduling Functionality allowing select customers to request multiple inspections at once. This is useful for large-scale commercial projects, saving both staff and customer time.
- Access to an Analytics Dashboard allowing Clackamas County managers and staff to easily track inspection metrics using inspection and Accela permitting data.
- On-call Professional Services hours to be used for any needed technical support and application enhancements.

PROCUREMENT PROCESS: Approval of this purchase is being requested under

For Filing Use Only

the Local Contract Review Board Rule C-047-0275, Sole-Source Procurements.

RECOMMENDATION: Staff respectfully recommend the Board of County Commissioners approve and sign Contracting Addendum #0000001799 with CityGov App, Inc. for provisions of inspection services mobile and web applications.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #0000001799

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Transportation and Development and CityGovApp, Inc. ("Contractor"). This Addendum shall be attached to, and incorporated into, the CityGovApp Proposal for **Clackamas County Mobile and Web Applications Proposal and Subscription Terms And Conditions** ("Contractor Agreement"). As used below, "Contract" means this Addendum and the Contractor Agreement. To the extent there is any conflict between the Addendum and the Contractor Agreement, the terms of this Addendum shall control.

1. **Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2031.
2. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$319,656, for performing the work required by this Contract.
3. **County Contract Administrator.** The County Contract Administrator for this Contract is **Matthew Rozzell**.
4. **Invoices and Payments.** Invoices shall be submitted to: DTDFinancial@clackamas.us

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefore.

5. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
☐ Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
☒ Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

6. **Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
7. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
 - A. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - B. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - C. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - D. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
8. **Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
9. **Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
10. **Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor agrees that all deliverables generated under this Contract that are intended to be published publicly will meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard.
11. **Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any

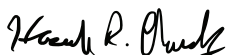
political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 12. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- 13. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- 14. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- 15. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- 16. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 17. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

CityGovApp, Inc.

Clackamas County



7/28/2026

Authorized Signature

Date

Chair

Date

Haseeb Chaudhry, COO

Name/Title (Printed)

Name/Title (Printed)

Approved for Legal Sufficiency:

**Amanda
Keller**

Digitally signed by
Amanda Keller
Date: 2026.07.28
12:06:41 -07'00'

Clackamas County Counsel

Date

CityGovApp Clackamas County Mobile and Web Applications Proposal

Project Outline

CityGovApp, Inc. will work closely with Clackamas County to maintain and update the current apps used by Clackamas County and also explore new options to improve service and efficiencies.

Please see list of apps currently used by the County and options for new additions and applications:

Renewal of Current Applications:

1. Clackamas County Mobile Inspector App (iPhone)
2. Clackamas County Mobile Inspector App (iPad)
3. Clackamas County Inspection Request App (iPhone)
4. Clackamas County Inspection Request App (Android)

New Application Options:

5. Analytic Dashboard
6. Septic Inspection Addition to the current Inspector App
7. Clackamas County Batch Inspection Scheduling

Upload and Schedule (5 weeks)

- a. Batch upload a CSV file with template inspection requests
 - i. Includes key field for unique request ID, if blank, then new,
 - ii. if filled, then revision/replacement
 - iii. Includes future location reference (based on project structure/level/zone/room/etc.)
- b. Site Logistics updates for access/entry/navigation.
2. **Search and View (3 weeks)**
 - a. Sortable log report
 - i. By Permit/Type-Code/Status/Inspector/Requestor
 - ii. By Date Range (pull monthly/weekly/etc)
 - iii. Compound filter sort (multiple filters-ie monthly plumbing across all permits that failed)
3. **Reports/Analytics (3 weeks)**
 - a. PDF export indiv report w/comments
 - b. PDF export log w/selectable/hide columns capability
 - c. CSV export log
 - d. PDF push to email group week/mo status
4. **Contacts**
 - a. Directory of lead discipline inspectors w/email/phone info

Monthly subscription:(Includes hosting) – See Exhibit A – CityGovApp Pricing

Terms:

- No upfront development or set up cost
- First year subscription due upon signing the contract
- Subscription billed on annual basis with 3% annual uplift
- Includes maintenance and support contract
- Additional hours can be purchased at @ \$120 per hour

Maintenance Service:

The monthly maintenance plan includes the following services:

App store administration

- Prepare and submit app for app store approval
- Manage all correspondence with the app store administration
- Make necessary changes to ensure that the app is approved
- Manage and modify app description and key-word search options

OS updates (iOS, Android, Windows)

- Update the app to ensure it works with the new OS releases/patches from Apples, Android and Windows
- Test the app to make sure it works with the new OS releases/patches

New hardware releases

- Update the user-interface and graphics to work with changes in screen sizes

Bug Fixes

- Fix any software bugs that are discovered after the release

SDK Updates

- Update the app to ensure it works with the new releases of APIs and web-services.

Customer/End-User Support

- Manage all support email from end-users and forward them to the appropriate channels defined by the agency

Agency Technical Support

- Support for functionality, back-end integration and usability of the app. Maximum of 20 hours per month. Additional time will be charged at \$120 per hour, depending on resources required.

App Enhancement/Changes

- 10 hours of development services are included in the monthly subscription rate. Additional development services for new features and enhancements can be contracted for \$120 per hour.

We appreciate the opportunity to submit a proposal for this project. Our extensive experience in mobile and web app development uniquely qualifies us to deliver a wide range of applications for your agency.

Sincerely,

Haseeb Chaudhry

Exhibit A: CityGovApp Pricing

Mobile Inspector App + Septic

Description: Application used by County staff for performing and resulting inspections.

Mobile Inspector App + Septic			
Product	Months	Cost/month	Cost
Mobile Inspector App for iPhone – Year 1	12	\$ 989.00	\$ 11,868.00
Mobile Inspector App for iPad – Year 1	12	\$ 389.00	\$ 4,668.00
Mobile Inspector App for Septic - Year 1	12	\$ 289.00	\$ 3,468.00
Total cost / subscription year 1			\$ 20,004.00
Mobile Inspector App for iPhone – Year 2	12	\$ 1,019.00	\$ 12,224.00
Mobile Inspector App for iPad – Year 2	12	\$ 401.00	\$ 4,808.00
Mobile Inspector App for Septic - Year 2	12	\$ 298.00	\$ 3,572.00
Total cost / subscription year 2			\$ 20,604.00
Mobile Inspector App for iPhone – Year 3	12	\$ 1,049.00	\$ 12,588.00
Mobile Inspector App for iPad – Year 3	12	\$ 413.00	\$ 4,956.00
Mobile Inspector App for Septic - Year 3	12	\$ 307.00	\$ 3,684.00
Total cost / subscription year 3			\$ 21,228.00
Mobile Inspector App for iPhone – Year 4	12	\$ 1,081.00	\$ 12,972.00
Mobile Inspector App for iPad – Year 4	12	\$ 425.00	\$ 5,100.00
Mobile Inspector App for Septic - Year 4	12	\$ 316.00	\$ 3,792.00
Total cost / subscription year 4			\$ 21,864.00
Mobile Inspector App for iPhone – Year 5	12	\$ 1,113.00	\$ 13,356.00
Mobile Inspector App for iPad – Year 5	12	\$ 438.00	\$ 5,256.00
Mobile Inspector App for Septic - Year 5	12	\$ 325.00	\$ 3,900.00
Total cost / subscription year 5			\$ 22,512.00
5-year Mobile Inspector App Total			\$ 106,212.00

Inspection Request App

Description: Application available for the public to use to schedule and manage inspections, including seeing inspection results.

Inspection Request App			
Product	Months	Cost/month	Cost
Inspection Request App for iPhone – Year 1	12	\$ 789.00	\$ 9,468.00
Inspection Request App for Android – Year 1	12	\$ 489.00	\$ 5,868.00
Total cost / subscription year 1			\$ 15,336.00
Inspection Request App for iPhone – Year 2	12	\$ 813.00	\$ 9,756.00
Inspection Request App for Android – Year 2	12	\$ 504.00	\$ 6,048.00
Total cost / subscription year 2			\$ 15,804.00
Inspection Request App for iPhone – Year 3	12	\$ 837.00	\$ 10,044.00
Inspection Request App for Android – Year 3	12	\$ 519.00	\$ 6,228.00
Total cost / subscription year 3			\$ 16,272.00
Inspection Request App for iPhone – Year 4	12	\$ 862.00	\$ 10,344.00
Inspection Request App for Android – Year 4	12	\$ 534.00	\$ 6,408.00
Total cost / subscription year 4			\$ 16,752.00
Inspection Request App for iPhone – Year 5	12	\$ 888.00	\$ 10,656.00
Inspection Request App for Android – Year 5	12	\$ 550.00	\$ 6,600.00
Total cost / subscription year 5			\$ 17,256.00
5-year Inspection Request App Total			\$ 81,420.00

Batch Scheduling Functionality

Description: Additional functionality for invited applicants to batch schedule inspections.

Batch Scheduling Functionality			
Product	Months	Cost/month	Cost
Batch Scheduling Functionality - Year 1	12	\$ 989.00	\$ 11,868.00
Total cost / subscription year 1			\$ 11,868.00
Batch Scheduling Functionality - Year 2	12	\$ 1,019.00	\$ 12,228.00
Total cost / subscription year 2			\$ 12,228.00
Batch Scheduling Functionality - Year 3	12	\$ 1,049.00	\$ 12,588.00
Total cost / subscription year 3			\$ 12,588.00
Batch Scheduling Functionality - Year 4	12	\$ 1,081.00	\$ 12,972.00
Total cost / subscription year 4			\$ 12,972.00
Batch Scheduling Functionality - Year 5	12	\$ 1,113.00	\$ 13,356.00
Total cost / subscription year 5			\$ 13,356.00
5-year Batch Scheduling Total			\$ 63,012.00

Analytics Dashboard (Option to cancel years 2 through 5)

Description: Management dashboard for metrics tracking, compiling using Accela permitting and inspection data.

Analytics Dashboard			
Product	Months	Cost/month	Cost
Analytics Dashboard - Year 1	12	\$ 989.00	\$ 11,868.00
Total cost / subscription year 1			\$ 11,868.00
Analytics Dashboard - Year 2	12	\$ 1,019.00	\$ 12,228.00
Total cost / subscription year 2			\$ 12,228.00
Analytics Dashboard - Year 3	12	\$ 1,049.00	\$ 12,588.00
Total cost / subscription year 3			\$ 12,588.00
Analytics Dashboard - Year 4	12	\$ 1,081.00	\$ 12,972.00
Total cost / subscription year 4			\$ 12,972.00
Analytics Dashboard - Year 5	12	\$ 1,113.00	\$ 13,356.00
Total cost / subscription year 5			\$ 13,356.00
5-year Inspection Request App Total			\$ 63,012.00

Professional Services			
Product	Hours	Unit Price	Cost
Agency Technical Support/App Enhancements	50	\$ 120.00	\$ 6,000.00
Professional Services Total			\$ 6,000.00

Total Contract Value

Mobile Inspection Request App + Septic

Year 1	\$ 20,004.00
Year 2	\$ 20,604.00
Year 3	\$ 21,228.00
Year 4	\$ 21,864.00
Year 5	\$ 22,512.00

Mobile Inspection Request App total \$ 106,212.00

Inspection Request App

Year 1	\$ 15,336.00
Year 2	\$ 15,804.00
Year 3	\$ 16,272.00
Year 4	\$ 16,752.00
Year 5	\$ 17,256.00

Inspection Request App total \$ 81,420.00

Batch Scheduling Functionality

Year 1	\$ 11,868.00
Year 2	\$ 12,228.00
Year 3	\$ 12,588.00
Year 4	\$ 12,972.00
Year 5	\$ 13,356.00

Batch Scheduling Functionality total \$ 63,012.00

Analytics Dashboard* (option to cancel years 2-5)

Year 1	\$ 11,868.00
Year 2	\$ 12,228.00
Year 3	\$ 12,588.00
Year 4	\$ 12,972.00
Year 5	\$ 13,356.00

Analytics Dashboard total \$ 63,012.00

Professional Service

Agency Technical Support/App Enhancement (50 hrs @ \$120/hr)	\$ 6,000.00
---	-------------

Professional Service total \$ 6,000.00

Total Contract Value (TCV) \$ 319,656.00

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred.

First year Subscriptions shall be invoiced in full upon execution of Agreement, with the remaining years of the Subscription fees invoiced in full no earlier than 45 days prior to the expiration of the then current year term.

The County will be invoiced monthly based on the number of Professional Services hours that are above 20 hours per month for technical support and 10 hours per month for app enhancement/changes at the hourly rate (\$120) consumed during the previous month. A short description of each time entry and a time tracking spreadsheet will accompany the invoice each month and the number of hours remaining in the project budget. Payment for the remaining amount is due net-thirty (30) days from project completion

Exhibit B: CITYGOVAPP SUBSCRIPTION TERMS AND CONDITIONS

Section A. – CityGovApp Service

1. These Subscription Terms and Conditions (“Terms”) govern the use of the products offered by CityGovApp Inc., (“CityGovApp” with its principal place of business located at 2411 Roosevelt Ave, Berkeley, CA 94703, and Clackamas County “Customer”).
2. These Subscription Terms and Conditions (“Terms”) shall commence on the effective date 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. “Customer” refers to the subscribing customer Clackamas County. “Provider” shall mean CityGovApp or, where Customer has purchased from an authorized CityGovApp Reseller, the CityGovApp authorized Reseller.
3. Customer acknowledges that it is its responsibility to provide a current email address to CityGovApp and to monitor such address for such notices. This Agreement may only be renewed by execution of a written amendment on terms mutually acceptable to both parties.
4. Fees. In exchange for its use of the Subscribed Services, Customer will pay the amounts indicated in Exhibit A. 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.

Contractor and Customer Agree that, customer will pay for one year of service for the **Analytics Dashboard, for \$11,868.00** as detailed in the pricing schedule of this Contract, but is under no obligation to continue the subscription to this individual service or pay the remaining \$51,144.00 for their use except at its sole discretion to continue the service on a yearly basis.

5. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. CityGovApp 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 CityGovApp;
 - 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 CityGovApp. CityGovApp 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 CityGovApp regarding future functionality or features.
7. CityGovApp 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, CityGovApp_ 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. CityGovApp 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. CityGovApp has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by CityGovApp, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by CityGovApp. CityGovApp provides no warranty whatsoever for any third-party hardware or software products.

Except as expressly set forth herein, CityGovApp disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

Section B. - Support

1. In support of the Subscribed Services, CityGovApp will provide Customer with
 - a. a telephone number to contact live technical support, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding CityGovApp's observed holidays;
 - b. one or more electronic mail addresses (support@citygovapp.com) to which Customer may submit routine or non-critical support requests, which CityGovApp will address during its regular business hours; and
 - c. access to archived software updates and other technical information in CityGovApp's online support databases, which are continuously available.
 - d. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, CityGovApp will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.
2. Problem Determination and Resolution. CityGovApp resources are allocated to resolve reported problems based on the severity level as described in the following table. CityGovApp uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Incident Response, Resolution, and Restoration Times					
Severity Level	System Down	Critical	High	Medium	Low
Response Time	1 hour	4 business hours	12 business hours	24 business hours	48 business hours
Resolution Time	Reasonable Best Effort	Reasonable Best Effort	Reasonable Best Effort	Reasonable Best Effort	Reasonable Best Effort

Reasonable Best Effort means the efforts that a reasonable person in the position of the obligated party would use under similar circumstances to carry out their obligation in question as promptly as reasonably possible, consistent with good faith efforts and commercially reasonable practices, without the obligated party having to take actions that would cause significant hardship, expense or risk.

3. Support Classification Definitions:

- a. **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, chat, phone or through a support portal. CityGovApp will begin the process of problem determination and resolution at this point. The time the ticket is submitted, and the response time will be logged.
- b. **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, chat, phone, or a support portal, as to the status of the problem determination and resolution. All communications should be logged including date, time, and contact name. This helps CityGovApp and the customer determine the status and duration of the issue reported. Any email communication between CityGovApp staff and Customer generated as part of resolving an identified issue will be added to the related ticket so that all communications are tracked via the initial ticket.
- c. **Severity Re-classification.** CityGovApp and the Customer can reclassify the severity of a ticket if required.

4. Severity Type Definitions:

- a. **System Down:** A complete system failure impacting Customer's ability to use the system that affects their business operations. From a time management perspective, it is urgent and important. Examples of a system down severity is when all users are unable to login or various errors occur simultaneously for all users. CityGovApp Support will respond to the ticket within 1 hour and try to restore the system within 4 hours. Customer administrators, IT, and/or users experiencing the issue may need to be available to help address specific tickets. If it requires further investigation and longer resolution time, a temporary workaround (i.e., restoration) will be determined with the Customer to allow operations to proceed during business or non-business hours. Status updates will be provided periodically, on a System Down tickets 24x7 until resolution. CityGovApp will create a new ticket with a low severity rating if the issue has been resolved but requires further root-cause analysis.

- b. Critical:** An application failure impacting 1 or more end-users' ability to use the system and affects critical operations that need to be addressed immediately. From a time management perspective, it is urgent and important for some users. CityGovApp Support will respond to the issue within 4 hours and try to resolve the issue within 6 hours. Customer administrators, IT, and/or users experiencing the issue may need to be available to help address specific issues. If it requires further investigation and longer resolution time, a temporary workaround (i.e., restoration) will be determined with the customer to allow operations to proceed during business hours. Critical tickets will be immediately worked on until restoration from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond work hours will be addressed on the following workday and within business hours. CityGovApp will create a new ticket with a low severity rating if the issue has been resolved but requires further root-cause analysis.
- c. High:** An error that causes CityGovApp product to fail with minimal business impact. From a time management perspective, it is not urgent but important. Examples of a high severity issue are intermittent but frequent operational errors that need to be addressed. CityGovApp Support will respond to the issue within 12 business hours and try to resolve the issue within 24 business hours. If it requires further investigation and longer resolution time, a temporary workaround will be determined with the customer to allow operations to proceed during business hours. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours. CityGovApp will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.
- d. Medium:** An error that causes CityGovApp product to fail with no significant business impact. From a time management perspective, it is not urgent and slightly important to some users. Examples of a medium severity are how-to questions, or specific issues only occurring to a single end-user. CityGovApp Support will respond to the issue within 24 business hours and resolve the issue within reasonable best efforts. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours.

- e. **Low:** A service request for a new feature, additional documentation, or an explanation of product functionality that does not impact business operations. From a time management perspective, it is not urgent with low importance. CityGovApp Support will respond to the issue within 48 business hours and resolve the issue within reasonable best efforts. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours.

5. CityGovApp maintenance includes the following services:

a. **App store administration**

- Prepare and submit app for app store approval
- Manage all correspondence with the app store administration
- Make necessary changes to ensure that the app is approved
- Manage and modify app description and key-word search options

b. **OS updates (iOS, Android, Windows)**

- Update the app to ensure it works with the new OS releases/patches from Apples, Android and Windows
- Test the app to make sure it works with the new OS releases/patches

c. **New hardware releases**

- Update the user interface and graphics to work with changes in screen sizes

d. **Bug Fixes**

- Fix any software bugs that are discovered after the release

e. **Accela API Updates**

- Update the app to ensure it works with the new releases of API from Accela

f. **ADA Compliance**

- Adherence and compliance to the WCAG 2.1 level AA ADA Compliance rules for digital products

g. **Customer/End-User Support**

- Manage all support email from end-users and forward them to the appropriate channels defined by the agency

6. CityGovApp Agency Technical Support

A maximum of 10 hours per month of support for functionality, back-end integration and usability of the app will be provided as part of annual subscription services.

7. Additional Agency Technical Support

Additional agency technical support can be provided at a rate of \$120 per hour. The use of additional hours requires authorization via service request. Service requests will describe the proposed work, the reason for the work, and the estimated service hours. Requests for additional agency technical support must be approved by both parties.

Section C – General Terms

1. 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 CityGovApp outside of its 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 CityGovApp; or d) Services required to resolve or work-around conditions which cannot be reproduced in CityGovApp's support environment and cannot be documented by the Customer via screenshots, video or other evidence of the issue.
2. Customer warrants that it owns or has been authorized to provide the data to CityGovApp. Customer retains full ownership of said data and grants to CityGovApp a limited, nonexclusive, nontransferable license to use said data only to perform CityGovApp's obligations in accordance with these Terms.
3. 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 CityGovApp. Customer agrees that CityGovApp 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 CityGovApp.
4. Confidentiality. "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 CityGovApp 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 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.

5. Liability. Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the

performance of CityGovApp's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold CityGovApp harmless against any claims incurred by CityGovApp arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. CityGovApp 's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed two times the total contract value. CityGovApp will at all times during the agreement maintain insurance coverage appropriate to the use of its products and its responsibilities hereunder.

6. The performance by CityGovApp of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between CityGovApp and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
7. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
8. Entire Agreement. This Agreement, The Clackamas County Government Addendum together with any attachments referred to herein, constitute the entire agreement and understanding between the parties, and supersedes all prior agreements, proposals, negotiations, representations or communications related to the services provided hereunder. No other terms or conditions, whether from CityGovApp or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

9. Notices. Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

If to CityGovApp:

If to Customer:

Matt Rozzell, Building Codes Administrator
Transportation & Development
DTD Building Codes – MS1
150 Beavercreek Road
Oregon City, OR 97045

10. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.