

Exhibit A

Statement of Work

Los Gatos, CA Zoning, Business and Residential Portals

3/23/2026

Version 1.1

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
1/29/2026	Jeffrey Taylor	1.0	SOW Creation
3/23/2026	Jeffrey Taylor	1.1	Pricing Update

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INTRODUCTION

This Statement of Work (“SOW”) dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the “Professional Services”) to be provided by Accela, Inc. to Los Gatos, California (“Agency” or “Customer”).

The products and services contained herein shall be governed by the Subscription Services Agreement (“Agreement”) located at www.accela.com/terms/.

Notwithstanding anything to the contrary, the OpenCounter product license is priced based on the Agency’s citizen population being served and any renewals of such product shall be based on the then current citizen population at such time and as a recent acquisition, OpenCounter has not been included in Accela’s SOCII current audit reports, however Accela has implemented substantially similar controls governing such product.”

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela (“SOW Effective Date”).

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Customer under this SOW.

SCOPE OF SERVICES

The deployment of OpenCounter aims to achieve the following objectives for the Customer:

- Facilitate online self-service permit and license discovery.
- Reduce the volume of inquiries received by staff through walk-ins, phone calls, and emails.

The specific goals for this statement of work are:

- Configure a new interactive map by digitizing zones and land use permissions in the zoning ordinance.
- Encode permit, license, and fee rules to help the local community understand regulations and requirements.
- Assist the Customer in launching and marketing the Portal to the community.
- Identify and train administrative personnel.

WORK DESCRIPTION

Accela will implement the OpenCounter software by reviewing local requirements as provided by staff and as represented in the municipal code and other official documents.

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STAFFING AND ROLES

ACCELA

Project Manager/Lead Implementation Manager

- Serve as the primary liaison from project initiation to final approval.
- Accountable for comprehending regulations, establishing portals, directing testing sessions, and securing necessary approvals.

Professional Services Manager

- Provides executive oversight and works with the Project Manager to ensure efficient, consistent, and high-quality Accela implementations.
- Part of the project Steering Committee, managing risk escalation to drive the project forward.

CUSTOMER

Executive Sponsor

- Aligns project vision with Customer strategy and allocates resources.

Project Coordinator

- Main contact and request coordinator.

Zoning SME

- Handles user testing and content approval.

Permits SME

- Manages user testing, content approval, and validates Accela records.

Press and Adoption Lead

- Markets the resource.

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SCOPE OF WORK

ONBOARDING (2 to 3 Weeks)

Accela Responsibilities:

- Host a kickoff call to set up draft schedule, responsibilities, and deliverables.
- Introduce the project team and define roles.
- Review and agree on the schedule with the Agency.
- Conduct a review call to examine Agency's data.
- Help collect any missing data through online sessions or public sources.
- Ensure the data is complete and ready for implementation.

Agency Responsibilities:

- Input tasks and duration into Project Schedule.
- Finalize staffing for the Agency project team.
- Review and ensure tasks can be completed on time with the necessary resources.
- Provide all required implementation data to the Accela Project Manager. Details will be defined during the kickoff call, usually includes:
 - Zones and overlays list within Agency jurisdiction.
 - Included PUDs and associated regulations.
 - Permit types list with descriptions and applicability.
 - GIS layers identifying boundaries, zones, parcels, PUDs, and overlays.
 - Applicable Agency fee schedules for permits.

Outputs:

- Mutually agreed upon Project Schedule
- Complete set of verified implementation data.

GUIDE PAGE SETUP (2 to 3 Weeks)

Accela Responsibilities:

- Use the permit list from the Agency to create the guide page.
- Host one guided online testing session with the Agency.
- Conduct asynchronous guide page testing with Agency SMEs using an online feedback sheet for tracking comments.

Agency Responsibilities:

- Participate in guided testing.
- Provide complete testing feedback to Accela Project Manager.
- Participate in iterative updates and re-test changes.
- Approve guide page configuration.

Output:

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- Agency approved guide page configuration.

ZONING AND LOGIC CONFIGURATION (10 to 13 Weeks)

Accela Responsibilities:

- Review zoning ordinances and data requests to list land uses, zones, overlays, permissions, conditions, fees, and rules in OpenCounter.
- Configure rules, footnotes, and import GIS data.
- Configure and test the map page.
- Define and audit keywords.
- Identify and set up the Agency's CName.
- Accela Project Manager hosts weekly check-in meetings for status updates, timeline management, and information clarification.
- Conduct implementation review meeting before group testing.
- Configure OpenCounter to ACA Transfer: Partial Record Creation add-on.

Agency Responsibilities:

- The Agency Project Manager attends weekly meetings with the Accela Project Manager to track progress and allocate staff SME resources as needed.
- Informing relevant SMEs and Agency leadership about project progress.
- Securing SME availability for testing and knowledge sharing.

Output:

- The agency has approved draft zoning, residential, and business configurations for testing.
- The final list of staff subject matter experts (SMEs) for testing.
- Configured CName.
- Configured OpenCounter to ACA Transfer: Partial Record Creation add-on.

TESTING (4 to 8 Weeks)

Accela Responsibilities:

- Host at least 2 guided online testing sessions with Agency SMEs.
- Conduct asynchronous online portal testing with feedback from Agency SMEs.
- Resolve issues, implement changes, and iterate until Agency approves configuration.

Agency Responsibilities:

- Test the ZoningCheck and provide feedback.
- Test the Business Portal and provide feedback.
- Tests Residential Portal(s) and provide feedback.

Output:

- The agency has approved final zoning, residential, and business configurations.

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ONLINE TRAINING AND PRE-LAUNCH (4 to 6 Weeks)

Accela Responsibilities:

- Overview of admin tools, including dashboard, project view, and inquiry processing
- Assist with preparation of site launch by providing documentation and any requested digital collateral.
- Overview of support ticket submission process for on-going OpenCounter site updates.

Agency Responsibilities:

- Participate in online training sessions.
- Review provided documentation.

Output:

- The Agency understands how to submit support tickets, use admin tools, view dashboards, and is prepared for site launch.

ADD-ON CONFIGURATION

Add-ons will be configured during the “Zoning and Logic Configuration” stage of the project.

Add-on	Description	Added Duration
OpenCounter to ACA Transfer: Partial Record Creation	Permits scoped in OpenCounter can be transferred to ACA to begin the application process seamlessly.	5 to 7 weeks

ACCEPTANCE CRITERIA FOR PRODUCTION-READY DELIVERABLES

TESTING

Site documentation and review

- Accela will examine the site setup to ensure testing starts from an agreed baseline.

Guided testing sessions

- Accela will conduct 1 guided testing session for zoning and 1 for permits after reviewing documentation with staff.

Individual testing sessions

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- Once guided sessions are complete, the site will be available in testing mode. Staff should perform additional testing, logging feedback in a shared template with required documentation. Complete individual testing within ten business days of the final group session. Accela will address requests within ten business days of receiving staff feedback. Staff must then provide written approval or list steps needed for approval.

ACCEPTANCE CRITERIA / APPROVAL

Output Approval

- Once testing is done and feedback addressed, Accela will seek written approval for the output. This indicates no major issues will block or delay launch. Any further changes will be handled as support tickets post-launch.

PROJECT MANAGEMENT APPROACH

Dedicated Project Manager

- Accela will assign one (1) dedicated project/implementation manager to this engagement.

Status Reports

- Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, a current version of the project schedule, risks that require mitigation, and a listing of any issues that may delay the project or jeopardize one or more of the production dates. The status report will be used for the on-going communication with the customer to ensure the Project teams are aware of the activities being completed and upcoming activities.

Status Report Meetings

- Accela will hold weekly Status Report Meetings with project managers from both Accela and the Agency. SMEs will join as needed. The meetings will cover status reports, tackle project roadblocks, and allocate resources. Meetings will be held via Zoom or Microsoft Teams.

Project Artifact Repository

- Accela will provide Agency and Accela teams with a Basecamp repository to house project artifacts. Artifacts produced during the project use Accela based templates and the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply with Agency formatting requirements.

OUT OF SCOPE

The following services are out-of-scope for this implementation phase:

- Mixed, wireless, or temporary uses. *
- Existing uses, variances or amendments to existing applications. *

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- Advanced zoning rules, such as landmarks, spacing, buffers, point-based restrictions, and visualization of development standards. *
- Planned unit developments in excess of 5. *
- Permits or processes that are not relevant for the target audience of the portals. *
- Automated mapping updates.
- Feature requests from Customer that did not exist in the product at the time of contract execution.

*If necessary, these items can be discussed with Accela to define additional professional services cost.

ADMINISTRATION

PROJECT TIMELINE

The project is estimated to take 6-8 months. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

Notwithstanding anything to the contrary, upon completion of the work defined in this SOW, this SOW will expire.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request to Accela to put the project on hold. Delays of two (2) weeks or more that have a tangible impact to Accela's resource plan are subject to Change Order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the SOW and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the SOW at the time of the delay. After that time, Accela can choose to cancel the rest of the SOW. To finish the project will require a new SOW at new pricing at the standard rates.

PAYMENT TERMS

Accela will perform the Professional Services for a Fixed-Fee price based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Payment will be invoiced upon SOW signing.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

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CONTRACT SUM

The total amount payable under this SOW is **\$40,000** including expenses.

The estimated fees for this SOW are predicated on the timely completion of Project outputs. However, should completion of outputs slip due to actions or inactions of Agency, and should this slippage result in material effort to Accela, Accela will produce a Change Order for additional hours in support of the scope and deliverables contained herein. Any Change Order will need to be approved by both Agency and Accela. Change Orders will need to be approved within three (3) business days of delivery to avoid a halt of work on the Project.

CHANGE ORDERS

In order to make a change to the scope of the Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of \$250 per hour. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's effort changes, such as changes to the baseline schedule, roles, responsibilities, assumptions, or scope, or if additional support hours are required, a Change Order will be created that details these changes and impact to project and cost (if any). Any Change Order must be agreed to by Accela and Agency prior to commencing any activities defined in the Change Order.

EXPIRATION

The scope and terms of this SOW must be executed within sixty (60) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

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

In the event Agency requires significant work beyond the scope of the included configuration and onboarding services, Accela may request that Agency separately engages Accela's Professional Services organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

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ASSUMPTIONS

- The agency will ensure that Accela resources have access to a development or test version of the third-party system for integration development. All integrations will be developed against one agreed-upon version of the third-party system. Additionally, the agency will ensure Accela resources have access to a production environment of the third-party system, if applicable.
- Execution of the contract is required before work can commence.
- A kick-off meeting will occur 2-3 weeks after contract execution.
- Timely response to data requests is necessary as late submissions can delay the project timeline.
- The OpenCounter template will be used to provide a matrix of permitted land uses and base zones.
- Cartography will be available either via REST endpoint or shapefiles.
- Staff availability for recurring check-in meetings and for testing sessions will be defined at the kick-off meeting.
- The project schedule will be maintained by the Accela project manager with customer input.
- Manual mapping updates can be performed post go-live by submitting a ticket through Accela Customer Support, in accordance with the procedures outlined in the "Agreement".

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SIGNATURES

This SOW is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.

<i>Authorized Signature</i>

<i>Name – Type or Print</i>

<i>Title</i>

<i>Date</i>

CLIENT

<i>Authorized Signature</i>

<i>Name – Type or Print</i>

<i>Title</i>

<i>Date</i>