

DRAFT

Accela Regional Permits and License Program Data Sharing Agreement

TERMS AND CONDITIONS

Contracting Authority

The Contract Holder identified herein of the Accela System and the Replicated database contract is Washoe County Technology Services.

Term

The term of this agreement shall follow in line with the Replicated Database Use agreement from Accela and expire at such time as the Replicated database, Accela Insights new Reporting and Dashboarding tool, is no longer in use, or the Accela Interlocal agreement is no longer in place. If any agency should fail to comply with any of the terms and conditions provided herein the term of their data use shall be enacted from that point forward. Each agency shall be referred to as the LICENSEE.

Use

A. Permitted Usage

The permitted usage of data product(s) licensed under this agreement shall be as follows:

- 1) Querying and viewing of data in the replicated multi agency database for authorized Accela Regional Administrator staff (one to three per agency shall be granted).
- 2) Creating and writing reports or editing of reports specific to their agency use.
- 3) Making one (1) copy for internal archival or backup purposes.
- 4) Making data product(s) available to consultants, contractors or other agents doing internal, project-specific work for the LICENSEE of this agreement. Utilization on an isolated, project-specific basis, non-manipulated as to format, in development of a product or service for singular third-party benefit (e.g., as backdrop for a project design, or as information to support an economic development siting analysis, etc.).
- 5) Allows for and promotes replication of reports or reuse of those reports between agencies for easier sharing and standardization of reports in the ONE platform.
- 6) Each agency must agree to the "Enhanced Reporting Database Policy from Q-22184" or Accela reserves the right to revoke the license if we should fail to comply with rules specified regarding authentication, access and credentials and ensuring sound queries.

B. Restricted Usage

The restricted usage of data product(s) licensed under this agreement, and acceptance of data for such use, or so used, shall indicate LICENSEE'S agreement to indemnify and hold harmless the LICENSOR, and any and all member entities of the Regional Accela Permits and License Program located in northwestern Nevada, including their agents, consultants, contractors and employees, from any and all liability claims or damages to any person or property arising from, or in connection with such usage.

- 1) No jurisdiction shall use or prepare data on behalf of another jurisdiction in whole or in part, without context, definition and consent of that agency.
- 2) The following is deemed confidential and shall not be permitted for any agency to report against as specified herein:

Washoe Agency (includes District Health Data):

- Health Module data, Record Types: All permits under Health to include the following types and all subtypes under each record: Health/Air Quality, Health/Food, Health/Food Permit, Health/Foodborne Disease, Health/Historical, Health/Institution, Health/Invasive Body Decoration, Health/Limited Advisory, Health/Mobile Home Park – RV Parks, Health/POS, Health/Public Accommodations, Health/Public Bathing, Health/Underground Storage Tank, Health/Variance, Health/Waste, Health/Wells, and the COVID Record Type Group.
- Enforcement data
- Redacted data names

Reno Agency:

- Business License Applications, social security numbers, gross receipts, and other data as identified by NRS, NAC, or City Code.
- Code Enforcement
- Redacted data names
- Any records/information which have the custom list with the Business Activity of "Dancer Cabaret" (and the older "Entertainer" activity),
- Any records/information which receive the "no ACA access" flag, regardless of record type (I.e. all four APP; LIC; AMD; RWL).

Sparks Agency: Same as Reno and Washoe.

Assessor: The Assessor will be limited to queries for recent permit data in the building and Licensing module, based on existing NRS requirements, but also based on the above limitations.

- 1) Reporting for the ONE agency or combined agencies data and anything accessible to the public must be agreed upon by all agencies and in the Regional change log with testing and approval by ARA and ARC staff.
- 2) An altered, modified, translated, merged or otherwise manipulated formatting of data product(s) for value added commercial resale or mass distribution of a new product is prohibited.
- 3) Mass copying or reproduction for distribution is prohibited.
- 4) Sale, re-licensure, transfer, lease, assign or otherwise transfer the right of usage, in whole or in part, to a third party outside of the terms and conditions of this licensing agreement is prohibited.

Accela Replicated Database Costs, and Charges

A. Real time reporting database charges

Fees for data product(s) licensed under the terms of this licensing agreement shall be determined by the annual invoice from Accela that will be divided equally by all participating agencies. The amount is currently discounted approximately \$20,000 and is quoted at \$40,915.07 instead of the initially quoted \$64,000. The initial starting amount per agencies opting in will be approximately \$8,183.01. The amount will be paid annually start of each fiscal, with the rest of the Accela license contract and be due and payable near July 10 of each year. Agencies not wishing to participate in the Regional replicated database product shall give notice in writing no less than 1 fiscal year notice and prior the annual budgetary meeting (typically the December Oversight meeting) to set the budget for the next fiscal.

Miscellaneous

A. Applicable Law

This agreement shall be construed and interpreted under and pursuant to the laws of the State of Nevada, and any local ordinances of the political subdivision involved as LICENSOR(S). The parties to this agreement agree that venue for any action or claim arising out of, or in connection with this agreement shall be in the District Court for Washoe County, Nevada.

B. Invalidity

If any term, condition or provision of this agreement, or the application thereof, to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each and every other term, condition or provision of this agreement shall be valid and enforced as written to the fullest extent permitted by law.

C. Authority

Persons whose signatures appear hereon as LICENSEE represent that they are authorized to do so and represent and warrant that this license agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms and conditions.

REPLICATED DATA DISCLAIMER

The licensee explicitly disclaims any representations and warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Licensee accepts the data so issued as is, with any and all defects, if any. The entire risk as to quality, performance and usefulness of the data rests with the Accela vendors reporting server. The agencies agree to work with Accela to optimize their queries for best performance, and Accela has the right to term any faulty or long running queries and agree to have no more than the agreed upon logins per paying department to utilize this product.

Washoe County

_____ Date _____

District Health Department

_____ Date _____

City of Reno

_____ Date _____

City of Sparks

_____ Date _____

Commented [SD1]: each of these may need an "attest" line

Washoe County Assessor

_____ Date _____

