AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the 3rd day of June 2016, by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Accela, Inc. ("CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional software implementation and configure services for a Citywide Land Management System hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing such services implementing/configuring its software and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Development and Resource Management Director ("Administrator") or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. <u>Scope of Services</u>. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. A License Agreement is described in Exhibit D and a Maintenance Agreement is described in Exhibit E.

2. <u>Term of Agreement and Time for Performance</u>. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through June 30, 2020, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3.   Compensation.

(a)   CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed three million, six hundred twelve thousand, four hundred seventy-eight dollars ($3,612,478) paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b)   Unless another compensation process/schedule is agreed in a Statement of Work (Exhibit A), detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c)   The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4.   Termination, Remedies and Force Majeure.

(a)   This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) seven calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b)   Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c)   In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess

of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d)   Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement, subject to the contractually agreed limitation of liability provided in Section 29 below. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e)   CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f)   CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5.   <u>Confidential Information and Ownership of Documents</u>.

(a)   Any reports, other than CONSULTANT'S standard, template reports without City information included, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b)   Any and all writings and documents, other than software documentation, prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon

expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use of City information or data by any other person except as otherwise expressly provided herein. CONSULTANT'S pre-existing proprietary information and intellectual property and derivative works thereof remain the property of CONSULTANT.

(c)   If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d)   This Section 5 shall survive expiration or termination of this Agreement.

6.   <u>Professional Skill</u>. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7.   <u>Indemnification</u>. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

8.   <u>Insurance</u>.

(a)   Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as

may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b)   If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c)   The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d)   If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall

include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g)   This Section 9 shall survive expiration or termination of this Agreement.

10.   Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

(i)   Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii)   Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii)   Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11.   General Terms.

(a)   Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b)   Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c)   Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12.   <u>Nondiscrimination</u>. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a)   CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b)   CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c)   CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d)   CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)   If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13.   Independent Contractor.

(a)   In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b)   This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c)   Because of its status as an independent contractor, CONSULTANT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits.   In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory.   It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. <u>Notices</u>. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. <u>Binding</u>. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. <u>Assignment</u>.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

(c) Notwithstanding, CONSULTANT 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.

17. <u>Compliance With Law</u>. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. <u>Waiver</u>. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the License Agreement (**Exhibit D**), the Maintenance Agreement (**Exhibit E**) and the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the License Agreement, the Maintenance Agreement and any Exhibit or Attachment to this Agreement. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be subject to this section

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this

Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

29. Limitation of First Party Liability Only. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event shall CONSULTANT's cumulative liability for any and all direct loss, liability and damages whatsoever suffered by CITY exceed five (5) million dollars.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _Renena Smith_
Renena Smith,
Assistant City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _Marco Matture-Velas_
Deputy   Marco Martinez-Velasquez
          6/8/16

APPROVED AS TO FORM:
City Attorney's Office

By: _____ 6/6/16
Brandon M. Collet   Date
Deputy City Attorney

Addresses:

CITY:
City of Fresno
Attention: Bonique Emerson Planning
Manager
2600 Fresno Street
Fresno, CA93721
Phone: (559) 621-8024
FAX: (559) 498-1026

Accela, Inc.,
a California Corporation

By: _____

Name: _Rob Carselli_

Title: _Sr. Vice President_
(if corporation or LLC, Board
Chair, Pres, or Vice Pres.)

By: _____

Name: _COLIN SAMUELS_

Title: _ASST. CORP. SECRETARY_
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:
Accela, Inc.
Attention:David Avila
Business Development Executive
2633 Camino Ramon, Suite Bishop
Ranch 3
San Ramon, California 94583
Phone: (925) 659-3200
FAX: (925) 407-2722

Attachments:
1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D - License Agreement
5. Exhibit E - Maintenance Agreement

Exhibit A
SCOPE OF SERVICES/STATEMENT OF WORK
Consultant Service Agreement between City of Fresno ("City")
and Accela ("Consultant")

City of Fresno, CA
Accela Civic Platform Implementation

May 12, 2016

Version 2.0

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
4/13/2016	Ean Darbo	1.0	Initial Draft
4/19/2016	Ean Darbo	1.1	Updates to SOW Draft based on onsite meeting with City
4/26/2016	Ean Darbo	1.2	Updated payment terms to deliverable based
5/12/2016	Ean Darbo	2.0	Added updated payment schedule and accepted all changes

Accela
civic good

INTRODUCTION

This Statement of Work ("SOW") dated May 12, 2016 sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to the City of Fresno, CA ("Agency").

Capitalized terms not defined in this SOW are as defined in the Services Agreement. In the event of a conflict between the Agreement and this SOW, the terms of the Services Agreement shall govern. Scope not specifically defined within this document is excluded.
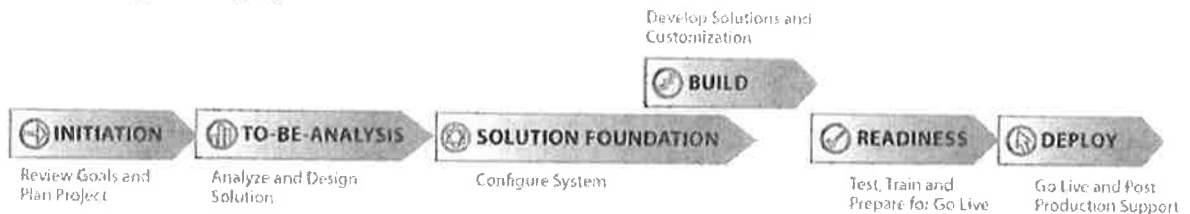
CRITICAL SUCCESS FACTORS

In order to successfully execute the Services described herein, there are several critical success factors that must be closely monitored and managed by Accela and Agency stakeholders:

- **Dedicated Agency Participation** – Agency acknowledges that its staff has the appropriate skills and subject matter expertise and that they are actively involved throughout the entire duration of Services as defined in the Project Plan. Accela will communicate insufficient participation of Agency resources through project status reports, and by other means, with real and potential impacts to the project. Accela will work with the project sponsors to determine appropriate team member involvement. This could range for example from full-time, during early analysis meetings, to part-time during the technical implementation stage.

- **Clear Business Objectives** – Agency has clearly documented their business objectives before the commencement of the project, and shared those objectives with Accela.

- **Requirements Identified and Documented** – Agency and Accela identify, document, prioritize, and continually manage the Agency's technical, functional, data, and any other requirements that must be satisfied in order for the project to be considered successful by the Agency and Accela.

- **Business Process Definition and Understanding** – Agency must be able to articulate their current business processes and be willing to share that information with Accela, in particular during the To-Be Analysis stage of the project. If there is an expectation that the Agency's business processes might be modified during the project, the Agency and Accela must discuss this topic to determine what, if any, risks such an endeavor might introduce to the project.

- **Accela Implementation Methodology** – This implementation has been scoped and planned around the Accela Implementation Methodology. It is imperative to the project's success that the Agency is willing to adhere / adopt to the Accela Implementation Methodology throughout the project.

- **Knowledge Transfer** – It is critical that Agency personnel participate in the analysis, configuration and deployment of the software being delivered in order for Accela to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by Accela, the Agency assumes all day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. Depending on the scope of the project, key knowledge transfer areas could include:
  - Configuration
  - Interfaces
  - Business Rules

- Reports and Forms
- Release Management

ACCELA IMPLEMENTATION METHODOLOGY

Accela will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below. It is the execution of these six stages which allows Accela to provide to its customers high-quality services throughout the project.

The stages of project delivery flow in a linear direction, although many tasks within a stage or in different stages may run in parallel as appropriate in order to avoid project delays. Each stage has pre-defined objectives, tasks and deliverables. Depending on the exact scope of the project, a full complement or a subset of all potential deliverables will be delivered through the Services defined for the project. Employing this deliverables-based approach allows Accela and the Agency to understand the composition and 'downstream' impact of each deliverable to complete the project with quality and in a timely manner.

INITIATION

Initiation is the first stage in the lifecycle, during which the initial Project Plan is finalized, project scope and objectives are reviewed. In addition, high-level training on the Accela software is conducted to in order to introduce the project team to the application.

TO-BE ANALYSIS

To-Be Analysis is the second stage in the lifecycle. During the Analysis stage, Accela reviews existing Agency documentation, interviews Agency staff, and conducts workshops to understand the "To-Be" vision of the Agency that can be executed with the aid of Accela Civic Platform. It is during this stage that Accela gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and the Accela Civic Platform capabilities. A key output of this stage is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Civic Platform to support the Agency's "To-Be" vision. Supplementing the To-Be Analysis Document(s) are the finalization of the inventories of all other solution components (e.g., interfaces, reports, business rules, data conversion programs), and the creation of the configuration specification documents for these objects.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2, and, depending on the project may overlap briefly with the next stage, Build. During this stage, the Accela Civic Platform will be built to match the to-be processes agreed to in the To-Be Analysis stage. Essential to this

effort is the configuration of the Record types (e.g., Case, Application, Permit, etc.) that were agreed to during the To-Be Analysis stage.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be built and quality checked. This includes objects such as conversions, business rules, interfaces and reports.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage, Accela Civic Platform is fully tested, errors are identified, documented, and corrected. Additionally, the solution is prepared for deployment. As well, system administrators and end users are trained so that Agency staff members are prepared to use and maintain the software once it is in production.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During the Deploy stage, the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production analysis and review is completed. Upon moving to production, the relevant aspects of Accela Civic Platform applications are transitioned to the Accela Customer Support Center ("CSC") for ongoing support. A formal transition occurs between the Accela Professional Services team and the CSC. The CSC instructs the Agency on available communication channels (e.g., telephone, email, online tracking system) and usage of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Accela Professional Services team to the CSC.

SCOPE OF SERVICES

The purpose of this section is to detail the departments, products and high level activities that comprise the Accela implementation for the Agency.

AGENCY DEPARTMENTS/DIVISIONS

The scope of this implementation is limited to the following Agency departments/divisions processes:

- Planning Division
- Building Division
- Code Enforcement Division
- Fire Department
- Public Works Department

ACCELA PRODUCTS

The following Accela products are in scope for this Project:

- Accela Civic Platform Land Management
- Accela Mobile
- Accela Citizen Access

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- Accela GIS

PROJECT SCOPE

The **Deliverable Summary** table below provides a list of the project deliverables. Appendix C contains a detailed description of each deliverable as well as the responsibilities of Accela and the Agency in the creation, review, and approval of the deliverables.

Deliverable Summary

Stage	Deliverable #	Deliverable Name
Initiation	1	Project Initiation
	2	Accela Civic Platform Setup – Dev and Test
To-Be Analysis	3	To-Be Analysis Sessions
	4	To-Be Analysis Document(s)
Solution Foundation	5	Accela Civic Platform Solution Foundation
	6	Update to Best Practice Configuration
Build	7	Historical Data Conversion Analysis – HTE
	8	Historical Data Conversion Development – HTE
	9	Interface Analysis and Development
	10	Business Rules
	11	Report Specifications
	12	Report Development
	13	Accela GIS Deployment
	14	Accela Citizen Access Deployment
	15	Accela Mobile Deployment
	16	Accela Electronic Document Review Deployment
	17	User Experience
Readiness	18	Accela Civic Platform Setup - Production
	19	Administrative Training
	20	Report Workshop
	21	Train the Trainer
	22	User Acceptance Testing (UAT)
Deploy	23	Production Support
	24	Post Deployment Support and Transition to Customer support

Scope Description

The **Scope Description** table below provides detail and clarity on key areas of scope. The Scope Description defines areas of scope that can be quantified, may have ambiguity regarding definition and require change control if modified.

Scope Area	Scope Description

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Scope Area	Scope Description
Accela Project Management	Full-time Accela project management oversight which includes the following activities: • Development and Management of a Project Plan • Project Document Management • Accela Hosted Project Website Management (Sharepoint) • Issue Log Management and Escalation • Status Reporting • Change Control • Resource Management • Project Oversight and Quality Assurance • Development of Project Charter governance document
Accela Civic Platform – Environments and Components	Accela will assist with the installation of a maximum of 3 On-Premise Civic Platform environments for the licensed products.
Solution Foundation (i.e., Records) for Land	Conduct analysis sessions, document to-be definition, and configure solution for a maximum of: • 20 high complexity records • 20 medium complexity records • 40 low complexity records • 5 Best Practice Record Types Definition of complexity can be found in Appendix A.
Data Conversion	Data Conversion from the following Legacy Data Sources: • Sungard HTE
Interfaces	The following systems will have integrations with the Accela Civic Platform: • Peoplesoft • Heartland Cashiering • Address, Parcel, Owner (GIS) • California State Licensed Board • Accela PublicStuff CRM * • Selectron IVR **

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Scope Area	Scope Description
Business Rules	Conduct analysis sessions, document specifications and develop / unit test Business Rules for a maximum of items of the following category: • 20 Validation Rules • 30 Fee Automation • 20 Record Creation • 20 General Automation • 10 ACA Page Flow • 20 Expression Builder Validation • 20 Expression Builder Automation Definition of Business Rule categories can be found in Appendix A.
Reports	Conduct analysis sessions, document specifications and develop / unit test reports for a maximum of: • 10 high complexity reports • 10 medium complexity reports Definition of complexity can be found in Appendix A.
Accela GIS	Setup and Configuration of Accela GIS including: • 10 Dynamic Themes • 10 Attribute Retrieval • 10 Proximity Alerts Definition of GIS Components can be found in Appendix A.
Accela Mobile	Deployment of Accela Mobile so that Agency users can login and unit test.
Electronic Document Review (EDR)	Configuration of EDR including installation on up to 25 client PC's and development of 2 Custom stamps and 2 Dynamic Stamps.
User Experience	20, 2 hour User Experience Workshops

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Scope Area	Scope Description
Training	Accela's Training involvement encompasses: • **Civic Platform Core Team Training** – up to 2.5 days, 15 max attendees. • **Civic Platform Admin Usage** – up to 3.5 days, 10 max attendees. • **Civic Platform Business Rules Engine Usage - Beginner** – up to 1 day, 7 max attendees. • **Accela Citizen Access** – up to 1 day, 12 max attendees. • **Accela GIS** – up to 4 hours, 12 max attendees. • **Accela Mobile** – up to 1 day, 12 max attendees. • **4 Sessions, Accela Mobile End User** – up to 4 hours, 14 max attendees • **Civic Platform System Administration (Self Hosted)** – up to 1 day, 7 max attendees. • **2 Sessions, Ad-Hoc Reporting** – up to 4 hours, 7 max attendees. • **3 Sessions, Electronic Document Review** – up to 4 hours, 7 max attendees. • **Train the Trainer** – up to 5 days, 7 max attendees. • **Report Workshop** – up to 5 days, 7 max attendees.
User Acceptance Testing Support	Support for 6 weeks of User Acceptance testing.
Deployment – Go Live Preparation	Accela will perform the following activities in the weeks leading up to go-live: • Develop a Go Live Plan. • Migrate final version of system from Test to Production environment. • Final Production run of Data Conversions.
Deployment – Go Live	3 staff onsite for week one of go-live (5 days) and 2 staff onsite for week two (4 days) to support Agency users.

*Accela PublicStuff CRM is an Accela product. Analysis and Development (Deliverable 7) is not required to integrate with this product.

**Selectron IVR Integration will be supported by Accela. Selectron will own the integration and call flow updates as required and Accela staff will assist where required.

PROJECT TIMELINE

The term of this project is 16 months.

This start date requires Agency to have all appropriate hardware ordered and commissioned. If lack of hardware delays the initiation of the project beyond thirty (30) calendar days, Accela may provide a hosting environment for the Agency to avoid further delays. If the Agency avails this option, a Change Order will be instituted to cover any hosting and services fees.

Accela and Agency will jointly commit to a start date when resources are confirmed. Any Agency-requested delays after the start date is confirmed may require up to a forty-five (45) business day lead time for Accela to resource the project again.

Upon initiation of these Services, the Accela Project Manager will work with the Agency Project Manager to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that

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change over the course of the project, the Accela Project Manager will work closely with the Agency Project Manager to update, monitor, agree, and communicate any modifications within the Change Management process.

PAYMENT TERMS

PAYMENT SCHEDULE

Accela will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the Deliverables described in Appendix C is $1,881,808.91 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee price is 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. Invoices will be sent as soon as Accela's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one to one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration.

Deliverable	Description	Amount
	10% Due on contract signing	$188,180.89
1	Project Initiation	$25,000.00
2	Accela Civic Platform Setup - Dev and Test	$10,000.00
3A	To-Be Analysis Sessions, Group A	$50,000.00
3B	To-Be Analysis Sessions, Group B	$50,000.00
3C	To-Be Analysis Sessions, Group C	$50,000.00
4A	To-Be Analysis Documents, Group A	$40,000.00
4B	To-Be Analysis Documents, Group B	$40,000.00
4C	To-Be Analysis Documents, Group C	$40,000.00
5A	Accela Civic Platform Solution Foundation, Group A	$40,000.00
5B	Accela Civic Platform Solution Foundation, Group B	$40,000.00
5C	Accela Civic Platform Solution Foundation, Group C	$40,000.00
6	Updates to Best Practice Configuration	$25,000.00
7	Historical Data Conversion Analysis - H T E	$35,000.00
8	Historical Data Conversion Development - H T E	$25,000.00
9A	Interface Analysis and Development - Peoplesoft	$15,000.00
9B	Interface Analysis and Development - Heartland	$15,000.00
9C	Interface Analysis and Development - XAPO	$15,000.00
9D	Interface Analysis and Development - CSLB	$15,000.00
10	Business Rules	$50,000.00
11	Report Specifications	$25,000.00
12	Report Development	$25,000.00
13	Accela GIS Deployment	$25,000.00

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14	Accela Citizen Access Deployment	$25,000.00
15	Accela Mobile Deployment	$25,000.00
16	Accela Electronic Document Review Deployment	$25,000.00
17	User Experience	$25,000.00
18	Accela Civic Platform Setup - Production	$25,000.00
19	Administrative Training	$25,000.00
20	Report Workshop	$25,000.00
21	Train the Trainer	$25,000.00
22	User Acceptance Testing (UAT)	$40,000.00
23	Production Support	$32,356.68
24	RETENTION - Post Deployment Support and Transition to Customer support	$282,271.34
	Project Management (invoiced monthly at $27,750 for 16 months)	$444,000.00
	Total Services	**$1,881,808.91**
	Estimated Travel Expenses	$175,120.00
	Total Travel and Expenses	**$2,056,928.91**

EXPENSES

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to the City's expense policy. Accela will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Accela will work with Agency to manage and control its expenses in accordance with Accela's global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be included with expense invoices. Total estimated expenses are based on past Accela engagement experience.

Based on the assumption that there will be approximately 120 onsite trips at an estimated $1459 each, the travel expense budget estimate is $175,120.00

CONTRACT SUM

The total amount payable under this Agreement for Services and Expenses is therefore $2,056,928.91 excluding taxes if applicable.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:
- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

ASSUMPTIONS

This section contains several assumptions upon which Accela has relied on in agreeing to perform the Services described in this SOW. If any of these prove to be incorrect, it may cause changes to the project's schedule, fees, expenses, work product, level of effort required, or otherwise impact Accela's performance of the Services described in this SOW. If this occurs, change requests may be required between the Agency and Accela.

GENERAL

- Agency shall provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for activities such as remote installation of software, interface development, and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion could result in a project delay, which in turn may necessitate a Change Order.
- Accela will install the current, general release version of the Accela Civic Platform software that is available on the date of contract signing.
- Agency will provide / purchase / acquire the appropriate hardware, software and infrastructure assets to support all required Accela software products for all technical environments as per the timeline defined in the Project Plan. Agency is responsible for the installation and maintenance of all third party products.
- Agency will provide / purchase / acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and / or checks for usage on Accela Citizen Access.
- Agency will provide Accela resources access to a Development or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system. In the event that local development of interfaces is required, Agency will provide a workstation with required IDEs (e.g. Visual Studio).
- Agency shall be responsible for determining whether to use or refrain from using any recommendations made by Accela.
- All deliverable documentation review during the implementation will be conducted electronically, whereby both Accela and City staff will utilize document review tools such as track changes and comments to markup draft deliverables posted to the Project Sharepoint site.

SCOPE AND TIMELINE

- Any tasks not specifically defined in this document are not included in this agreement.
- The Project Plan will be mutually agreed to by Agency and Accela Project Managers during the Initiation stage. Any material changes to the Project Plan will be reviewed and mutually agreed to by the Agency and Accela Project Managers.

- Agency will commit the necessary resources and management involvement to support the project and to perform the agreed upon tasks in the Project Plan.
- 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, the resources needed to complete the tasks, a current version of the Project Plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates). Accela and Agency Project Managers will agree on the format of the status report (i.e., the status report template) prior to the status report being produced.
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Accela and Agency will escalate according to the Escalation Plan in the Project Charter and invoke the change management process.
- Deliverables will be documented using the Accela methodology and associated templates. Any changes to the templates must be agreed to by the Accela Project Manager.

AGENCY RESOURCING

- Agency will provide a dedicated Project Manager throughout the course of the project.
- Agency Project Manager has primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the Project Plan. The general roles and responsibilities of these resources is described in Appendix B.
- Agency agrees during the Initiation Stage of the project to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and / or directly participating in the design and development, as well as the approval, of the deliverable. If the Agency desires that more than 1 (one) Agency resource be involved in the deliverable review and approval process, the Agency's single designated approver is responsible for coordinating with those resources.
- Agency will identify project sponsors and all necessary stakeholders prior to the project kickoff, and will commit these personnel for the duration of the project. The expected time commitments from these resources will be defined in the Project Charter.
- Project timeline delays caused by Agency employees or third party team members that result in a change in the project schedule will be addressed by the Change Management process.
- Agency shall be responsible for the contractual relationship with third parties that are not contracted through Accela and will work to confirm that they cooperate with Accela.

ACCELA RESOURCING

- Accela will appoint a Project Manager throughout the project in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work.
- Accela resources will be committed to the project as defined in the Project Plan and will work remotely except for the planned onsite trips. The general roles and responsibilities of these resources is described in Appendix B.
- Accela personnel will be a part of the Agency executive steering committee and will attend meetings per the schedule defined in the Project Charter.

- Accela will plan appropriate resourcing to facilitate the success of the deployment for the scope outlined in this SOW. Significant additional support requested by Agency above and beyond this level will be handled through the change management process.
- Accela has no responsibility for the performance of other contractors or vendors engaged by the Agency, or delays caused by them, in connection with the project even if Accela has been involved in recommending or selecting such other contractors or vendors, or in the monitoring of their work.

GO LIVE AND GO LIVE SUPPORT

- The definition of "Go Live" is that the Accela software is up and running in the Production environment. If an Agency moves to Production, i.e. "Goes Live" it is deemed to have accepted the product (see "Acceptance" in Services Agreement) and shall comply with any payment obligation for "Move to Production", "Go-Live" and / or "Acceptance".

SHARED IMPLEMENTATION

- Agency Project Manager will report weekly status on Agency assigned tasks to Accela Project Manager.
- A unified project schedule will be jointly managed, with a critical path, for both Agency and Accela tasks.
- Any delays on Agency owned tasks will invoke the Change Management process.

PROJECT COMPLETION

- The project is complete once the transition to Accela's Customer Support organization (i.e., the CSC) has been completed.

ACCEPTANCE

- The criteria outlined in the Services Description in Appendix C for the corresponding deliverable will be deemed accepted based on the Acceptance language in the Services Agreement. Upon completion of each payment deliverable, Accela will provide the Agency with the Accela Deliverable Acceptance Form to formalize acceptance and completion of that scope item. The number of days the Agency has to accept or reject the Deliverable Acceptance is delineated in the Services Agreement. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed / scanned / emailed / hand delivered to Accela. Please refer to Appendix D to view a sample Deliverable Acceptance Form.
- Agency understands and agrees that Agency is responsible for determining whether the services and work product provided by Accela hereunder, including any revised business processes implemented pursuant to this SOW, (i) meet Agency's business requirements, (ii) comply with all applicable laws, ordinances, codes, regulations, and policies, and (iii) comply with Agency's applicable internal guidelines, long-term goals and any related agreements.

DATA CONVERSION

The following information provides detail related to the scope of Accela's data conversion activities. Due to the inherent complexity of data conversion, it is critical to address and understand common questions and misconceptions.

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GENERAL INFORMATION AND REQUIREMENTS FOR HISTORICAL CONVERSIONS

- Data conversion includes the conversion of transactional data to the Accela Civic Platform database upon completion of the Solution Foundation Stage. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Accela will perform unit testing of the conversion program including spot checks of the data within Accela Civic Platform in order to identify if data quality issues exist. Extensive quality assurance of legacy / historical data by the Agency is required in order to allow accurate transfer of data.
- A completed, signed off, Solution Foundation is required before approving and finalizing the data conversion map.
- A completed, signed off, data conversion map is required prior to beginning the data conversion development.

DATA CONVERSION ASSUMPTIONS

- **"As-Is" Approach**: Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Civic Platform. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data, which means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform "As-Is". All data cleanup must occur prior to execution into Accela Civic Platform.
- **Accela Data Conversion Tools**: Data will be mapped and converted utilizing Accela's conversion tools and methodologies. Accela tools consist of the Accela data mapping tool and the Accela conversion tool.
- **Acceptable Data Formats For Historical Conversion**: It is expected that the Conversion Source Data be provided in an Oracle or Microsoft SQL Server database format that is currently supported by Accela Civic Platform Application product.
- **Acceptable Data Formats For Reference Conversion**: It is expected that the Conversion Source Data be provided in Oracle, Microsoft SQL Server database format that is currently supported by Accela Civic Platform Application product, or a pipe-delimited flat file format.
- **Documents**: Historical / Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Civic Platform, provided that the Agency provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See Standard Document Migration for additional details.

STANDARD DOCUMENT MIGRATION

- The standard document conversion is utilized to convert record / permit level attached electronic documents into the configured Accela Civic Platform EDMS systems. In the event a 3rd party EDMS is used by Accela Civic Platform, it is still possible to convert documents if the 3rd party interface supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database, the Agency must extract documents into a Windows file system prior to being evaluated for conversion.

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ADMINISTRATION

CHANGE MANAGEMENT

The estimated fees for this SOW are predicated on the timely completion of project milestones. If a change is identified that impacts project timeline, resources, or scope, the Agency Project Manager and Accela Project Manager will invoke the Change Management process. The process will determine the impact to project budget and a Change Order will be created for mutual review and approval. All Change Orders shall be signed by Accela and Agency prior to commencing any activities defined in the Change Order. Change Orders are used to document items such as, but not limited to, a change in approach, adjustments for delays, removing scope, addition of scope, timeline delays, addition of resources, etc.

The Change Order Template is in Appendix E.

EXPIRATION

If the project has not begun within sixty (60) calendar days of SOW signature date, the current scope and terms may be renegotiated.

FINAL ACCEPTANCE

Final Acceptance is defined as Agency turnover to Accela Customer Support for ongoing support and maintenance. This occurs post go-live, when the duration of post go-live support as defined in deliverable has been completed.

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APPENDIX A: DEFINITONS

Definitions of significant terms (including those are Capitalized in the SOW but aren't defined in the Services agreement) that are used throughout the SOW (e.g., Project Plan, Acceptance, Defect, Services, Change Order, etc.) can be found in this Appendix. Additionally, this Appendix will provide structure for terms or subjects that can be construed differently, such as what characteristics constitute a "low" complexity record type vs. a "high" complexity record type. The same applies to interfaces, reports, and other build objects.

Business Rules Definition

Type	Definition
Validation Scripts	Script that validates data and prevents submission of a form when the business rule fails.
Fee Automation	When fees need to be assessed and updated via scripting. Common for customers using legacy products where fees are already auto-assessing based on user defined fields and other criteria.
Record Creation	Records are created via scripting, pre-populated and linked to a record hierarchy.
General Automation	General automation, such as creating and inspection, updating ASI, updating workflow, etc.
ACA Page Flow	Scripts that dynamically calculates or populates data during the Accela Citizen Access intake process.
Expression Builder Validation	Script that validates data in a form and prevents submission.
Expression Builder Automation	Script that updates user defined field, required settings, hidden fields, etc, on a form.

Report Definition

Complexity	Definition
Medium	Permit, Receipt, Inspection Ticket, Batch Letters, Grouped Listing / Transaction reports,
High	Activity Summary, Management Report, Statistical/Analytical Report, Financial Summary, Schedule, Agenda

Record Types

Complexity	Definition
Low	Includes only a few components and a simple workflow, 4-5 tasks maximum. Simple fees and no inspections. Ex: Code Enforcement complaint, Over the Counter Building Permit, Planning Records request.
Medium	Includes most components, simple fees and inspections. Ex: Standard Building Permit, Standard Planning Case, Code Enforcement Abatement.
High	Includes all components, user defined fields, Complex Workflow, Fees and Inspections or includes more than 15 fee calculations. Ex: Combo Permits, Planning (Zoning and Discretionary), New building, etc.

Accela GIS

Type

Type	
GIS Attribute Mapping	Associations between Accela GIS objects and user defined fields can be created to extract information from map layer objects in Accela GIS and display it in Civic Platform. Certain user defined fields automatically populate with GIS object attribute values when a user associates the record with an Accela GIS object to an application intake form or adds an associated GIS feature to the form.
Dynamic Theme	The result of a query the runs against the Civic Platform and is applied to objects in the Accela GIS map viewer. As the information in the record changes, the result of the queries change correspondingly so that the maps accurately reflect the information in the system. These queries are called dynamic because the information displayed changes with the information in the system. When a dynamic theme is defined, user parameters can be added or removed. These parameters are SQL Statements that query the database for data that is used in the dynamic themes. In addition, Accela GIS users can apply predefined user parameters to dynamic themes.
Proximity Alert	Event based buffer that returns a message if certain GIS objects are within the proximity of a record in the Civic Platform. For example, upon submittal of a liquor license application, the system check for schools with 1000 feet of the establishment location and returns an Alert that schools are within the proximity.

Electronic Document Review

Complexity	Definition
Dynamic Stamp	Incorporate real-time data such as the time, date and identity/user information on the stamp.
Custom Stamp	Include Agency specific images, logo and name.

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APPENDIX B: PROJECT RESOURCES

AGENCY RESOURCES

The table below lists the primary roles for the Agency and the high-level responsibilities of each. Additional Agency roles may be added as the project progresses. In some cases, more than one Agency role can be filled by the same person. As well, some roles may require more than one resource at various times. The specific personnel assigned for each role and the expected time commitment for each can be found in the Project Charter.

Agency Roles	Responsibilities
Project Sponsor	- Ensure project aligns with Agency strategy and goals - Provide high-level oversight throughout the duration of the project - Create an environment that promotes team work and user adoption - Garner support from all Agency stakeholders - Assist in removing execution obstacles - Resolve issues and risks escalated by the Project Manager - Act as vocal and visible Project champion
Project Manager	- Plan, schedule, coordinate and track the implementation with Accela and across departments within the Agency - Ensure that the project team stays focused, tasks are completed on schedule - Identify and mitigate issues and risks, and escalate as needed in a timely manner - Collaborate closely with Accela Project Manager - Enforce project governance and structure in regards to change control, communication and escalation management - Establishes project priorities
Division / Departmental Subject Matter Expert (SME)	- Fully engaged in the business analysis and system configuration activities - Gather data as necessary for the project and make decisions about business processes - Assist in the creation of to-be analysis documents, specifications for reports, automation, interfaces & conversions - Review and test the system configuration - Participates in test planning, test script development and user acceptance testing - Attend product training

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Agency Roles	Responsibilities
Technical Lead	• Manage and maintain the technical environment during the software implementation • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards • Manages integration and interfaces with other systems and serves as primary point of contact for all city interfaces • Work with Accela technical personnel during implementation • Perform day-to-day maintenance of the system and install maintenance releases • Act as the primary technical resource for troubleshooting problems • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities
Report Developer	• Understand the reporting needs of Agency • Build or amend reports as needed • Attend product training

ACCELA RESOURCES

The table below describes the primary roles, and the high-level responsibilities of each, that Accela will fill. Additional Accela roles may be added as the project progresses. In some cases, more than one Accela role can be filled by the same person. As well, some roles may require more than one resource at various times. The specific personnel assigned for each role and the expected time commitment for each can be found in the Project Charter.

Accela Roles	Responsibilities
Project Executive	• Partner closely with the Agency Sponsor and participate in Steering Committee meetings • Provide high-level oversight throughout the duration of the project • Assist in removing Project execution obstacles • Resolve issues and risks escalated by the Project Manager
Project Manager	• Plan, schedule, coordinate and track the implementation with Agency • Ensure that the project team stays focused, tasks are completed on schedule • Identify and mitigate issues and risks, and escalate as needed in a timely manner • Collaborate closely with Agency Project Manager • Enforce project governance and structure in regards to change control, communication and escalation management • Maintain project workspace and create weekly status reports

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Accela Roles	Responsibilities
Solution Lead	• Responsible for the Functional and Technical Consultants, working directly with client Subject Matter Experts (SMEs) and technical personnel throughout all aspects of the implementation • Manages and assists in Business Analysis activities • Manages and assists in Configuration activities • Manages and assists in Technical Configuration activities • Provide design oversight and direction to the team • Ensure quality of all deliverables • Ensure methodology is being adhered • Provide expertise and direction on best practices • Provide expertise and guidance on release/environment management • Assist with analysis of change requests
Functional Consultant	• Lead/participate in configuration analysis • Develop report specifications • Develop business automation/validation specifications • Aid in UAT issue resolution • Support Go-Live activities • Provide support to the Technical Consultant • Provide support to the Training Consultant • Configure the solution

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Accela Roles	Responsibilities
Technical Consultant(s)	**Data Conversion Consultant** • Review data conversion approach and deliverable expectations • Develop data conversion data map • Build and Unit Test data conversion program • Execute and support data conversion for testing and go-live **Interface Consultant** • Conduct Interface analysis sessions • Develop data integration specifications for importing or exporting data from Accela Civic Platform • Build and Unit Test data integration programs **Report Consultant** • Manage and assist in the development of report specifications • Manage and assist in the development of reports • Manage and assist in Unit Testing reports • Manage report deployment **Business Rules** • Manage and assist in the development of Business Rules specifications • Manage and assist in the development of Business Rules • Manage and assist in Unit Testing Business Rules • Manage Business Rules deployment **Accela Mobile** • Manage and assist in the development of Mobile configuration • Manage and assist in Unit Testing Mobile configuration • Manage Mobile deployment **GIS** • Manage and assist in the development of GIS specifications • Manage and assist in the development of GIS configuration • Manage and assist in Unit Testing GIS configuration • Manage GIS deployment **Environment Lead** • Install and set up Accela Civic Platform
Training Consultant	• Deliver Accela Training classes

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APPENDIX C – DELIVERABLES

The following section describes the specific deliverables that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Accela will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

STAGE 1 – INITIATION

DELIVERABLE 1:   PROJECT INITIATION

Project Initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Accela expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between the Agency and Accela after the signing of the Statement of Work.

In conjunction with the Agency representatives, Accela will perform the following tasks:
- Finalize staffing for the project teams.
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide Accela standard Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and Accela.
- Finalize an integrated baseline Project Plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan.
- Create the project Sharepoint site and load all standard, current documentation.
- Conduct Core Team training in order to prepare the Subject Matter Experts for the To-Be Analysis stage.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable:

- ➤ Project Charter
- ➤ Baseline Project Plan
- ➤ Project Status Report Template
- ➤ Project Sharepoint Site
- ➤ Project Kickoff Presentation
- ➤ Core Team Training (2.5 days)

Accela Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.

- Communicate the Accela Implementation Methodology that will be used by Accela to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:
- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.
- Provide suitable Agency facilities to accommodate training.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training.

Acceptance Criteria:
- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Review and acceptance of the Project Charter
- Completion of the Project Kickoff Meeting
- Completion of Core Team Training

DELIVERABLE 2:   ACCELA CIVIC PLATFORM SETUP – DEV AND TEST

During the System Setup step of this project, Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the test and development environments. Accela technical staff will validate the proper installation and configuration of the Accela Civic Platform environment. This Deliverable is defined as the installation of the Accela Civic Platform software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Civic Platform, documentation on the installation of Accela Civic Platform will be provided to the Agency as reference material.

In terms of specific output, the following will be executed for this deliverable:
- Installation of the Accela Civic Platform software, development and test environments
- Demonstration of an operational Accela Civic Platform environment
- Installation documentation

Specifically, Accela will perform the following tasks within the support environment:
- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Civic Platform applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Civic Platform to use Crystal Reports.

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Accela Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Civic Platform.
- Deliver and install the Accela Civic Platform software on the Agency server.
- Provide hardware and installation documentation to Agency in order to facilitate procurement.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

Acceptance Criteria:
- Confirmation of ability to log into the Accela Civic Platform software that has been installed on Agency hardware

STAGE 2 – TO-BE ANALYSIS

To-Be Analysis is comprised of the activities required to define the Accela Civic Platform Solution Foundation for the Agency. The key output of the process are To-Be Analysis Document(s), which serves as a 'blueprint' for design and baseline configuration efforts throughout the implementation project and establishes the benchmarks for testing and acceptance at the conclusion of the project.

The To-Be Analysis Document(s) include detailed information on the Agency's business processes to be configured in the Accela Civic Platform Solution Foundation, including the following topics:

- ➢ Process Overview
- ➢ Intake Process, user defined and required fields
- ➢ Required/Optional Review Tasks
- ➢ Issuance requirements
- ➢ Inspection Types, scheduling and checklists
- ➢ Workflow and processing requirements
- ➢ Fee's – types, processing and schedules
- ➢ Citizen Portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments
- ➢ Electronic Document Review and Markup

The To-Be Analysis Sessions and To-Be Analysis Document(s) will include the high-level requirements related to the following deliverables:
- • Deliverable 9: Business Rules
- • Deliverable 10: Report Specifications
- • Deliverable 11: Report Development
- • Deliverable 16: User Experience

However, the specifics for each deliverable will be discovered and documented later in the project as they are dependent on the completion of the Solution Foundation milestone. (**Example**: Discovery of Agency requirement for a Receipt Report is documented during Stage 2: To-Be Analysis, however, the specific report specification and requirements is completed in the Report Specification deliverable.)

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the To-Be Analysis Documents for the purpose of approval and sign-off on the deliverable. Prototypes of select processes which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Civic Platform functionality to assist in understanding how it will operate for the Agency. Prototyping is not meant to be a complete end-to-end solution.

DELIVERABLE 3: TO-BE ANALYSIS SESSIONS

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated Agency personnel and will conduct analysis sessions to capture the "to-be" required business processes.
In conjunction with the Agency representatives, Accela will perform the following tasks:
- • Review and understand existing business processes intended for migration into Accela Civic Platform.
- • Review the developed business process as a basis for configuration in Accela Civic Platform's workflow tool.
- • Assist the Agency in streamlining existing business processes for fit into Accela Civic Platform.
- • Collect employee names and associated roles and identify user group setups.
- • Review the collected document intake requirements, forms, and data fields for each process.
- • Review the collected document output requirements (documents/letters/reports).
- • Review the collected document fees, fee schedules, and collection procedures for each process.
- • Review all required inspections and inspection result options for each type.

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- ➤ To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions.
- ➤ To-Be Analysis Sessions will be broken into 3 Deliverable Groups that will be defined by the Project Managers:
  - ○ Group A (27 Record Types)
  - ○ Group B (27 Record Types)
  - ○ Group C (26 Record Types)

Accela Responsibilities:
- • Provide timely and appropriate responses to Agency's request for information.
- • Interview staff in order to understand existing business processes.
- • Conduct to-be analysis sessions to capture the required business processes to be automated within the system.
- • Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.

Agency Responsibilities:
- • Provide timely and appropriate responses to Accela's requests for information.
- • Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- • Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- • Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:
- • Draft of To-Be Analysis Document for each To-Be Analysis Session.

DELIVERABLE 4: TO-BE ANALYSIS DOCUMENT(S)

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 3: To-Be Analysis Sessions. This document(s) will serve as the 'blueprint' for the record types throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with Agency for the purpose of approval and sign-off on the deliverable.

In terms of specific output, the following will be executed for this deliverable:

- ➤ To-Be Analysis Documents:
  - ○ Group A
  - ○ Group B
  - ○ Group C

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff as necessary in order to understand existing business processes.
- Build selected prototypes (up to 8 total) to demonstrate proposed functionality.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.
- Prepare and complete To-Be Analysis Document(s) capturing the Agency's business processes to be included in the Solution Foundation.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information.
- Schedule participants and meeting locations for To-Be Analysis Document(s) review activities.
- Review and provide feedback on To-Be Analysis Document(s).

Acceptance Criteria:
- Review To-Be Analysis Document(s) and validate that the content accurately reflects the business processes data that will be included in the Accela Civic Platform Solution Foundation.
- Agency will have a specified number of business days (as agreed with the Project Manager) to conduct initial review of the To-Be Analysis Document(s). If no changes or comments are requested within the agreed upon number of days, the To-Be Analysis Document(s) is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 3 business days for acceptance.

STAGE 3 – SOLUTION FOUNDATION

Accela will provide professional services to develop the Accela Civic Platform Solution Foundation in accordance with requirements established and agreed upon during the execution of the tasks that comprise Stage 2 – To-Be Analysis. Accela will produce a detailed, technical Solution Foundation Document(s) that represents the entire foundation of the system, for each module. This document will be delivered for review with the completed solution.

DELIVERABLE 5:   ACCELA CIVIC PLATFORM SOLUTION FOUNDATION

Accela will provide professional services to develop the Solution Foundation of the Accela Civic Platform in accordance with requirements established and documented in Deliverable 4: To-Be Analysis Document(s).

In terms of specific output, the following will be executed for this deliverable:

➢ Completed Foundation of Accela Civic Platform Solution that supports the To-Be Business Processes documentation.
  - Group A
  - Group B
  - Group C
➢ Accela Civic Platform Solution Foundation Document

Accela Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Configure the foundational components as defined in the To-Be Analysis Document(s).

- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Agency key users and content experts to participate in solution configuration of the system in an effort to learn about the system and facilitate in knowledge transfer.
- Work with Accela to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s).
- The Agency will test the system for purposes of validating the configuration.

Acceptance Criteria:

- Review and approve that the Accela Civic Platform Solution Foundation meets the requirements documented in the approved To-Be Analysis Document(s).
- Agency will have a specified number of days (as agreed to with the Project Manager) to conduct initial review of the Solution Foundation. If no changes or comments are requested within the 5 days, the milestone is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 3 business days for acceptance.

DELIVERABLE 6: UPDATES TO BEST PRACTICE CONFIGURATION

Accela resources will provide consulting assistance to update the delivered Accela Best Practice Templates for the Agency's business processes. The Agency will be allowed to select the 5 Best Practice Templates they want to deploy for the Accela library of templates. The following list provides examples of the types of updates that may be required;

- Add or rename existing fields in order to account for Agency business processes and/or data conversion mapping.
- Define and create user accounts with associated user groups/security access.
- Updates to existing workflows as needed
- Updates to existing system dropdown fields
- Updates and creation of Agency specific fee schedules
- Updates and creation of Agency specific inspection types and guidesheets/checklists
- Others areas as defined

In terms of specific output, the following will be executed for this deliverable:

➢ Completion of 5 Best Practice Template record types

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct requested sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to complete required consulting.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.

- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:
- Completion of 5 Accela Best Practice Template Record Types

STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Event Manager Scripts and Expressions) configuration of add-on products and custom report development. It comprises all of the additional activities outside of solution foundation that are required to complete the total solution for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

DATA CONVERSION

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The Accela team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the Accela team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Accela may recommend to understand the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

Accela will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be a conducted by Accela personnel with assistance from the Agency. Once the data mapping has been defined, Accela will ask that a representative of the Agency sign off on the data maps. Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. **PLEASE REFER TO DATA CONVERSION ASSUPMTIONS FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA 'S CONVERSION APPROACH.**

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DELIVERABLE 7:   HISTORICAL DATA CONVERSION ANALYSIS - HTE

Upon receipt of Agency's Legacy data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:

➢ Historical Data Conversion Mapping Document

Accela Responsibilities:
- Work with the Agency to define and document historical data elements that are required for the conversion.
- Facilitate the data analysis and mapping process
- Complete the Data Conversion Specifications Document.

Agency Responsibilities:
- Provide historical data in acceptable formats.
- Provide subject matter experts on the data source to aid Accela in identifying key components of the historical data
- Provide subject matter experts on the historical configuration to aid in the data mapping process
- Review and sign-off on completed Data Conversion Specifications document.

Acceptance Criteria:
- The Historical Data Conversion Specifications document identifies historical data elements that will be converted into Accela Civic Platform as well as document special consideration (ex. merging data sources, phasing, etc.)

Acceptance Review Period:
- Ten (10) business days total

DELIVERABLE 8:   HISTORICAL DATA CONVERSION DEVELOPMENT - HTE

Upon Agency approval of the Historical Data Conversion Specifications document, (Deliverable 7), Accela will provide a program(s) to migrate appropriate historical data into Accela Civic Platform. Upon receipt of the conversion from Accela, the Agency DBA will load the data into the Test environment for validation.

In terms of specific output, the following will be executed for this deliverable:

➢ Completion of migrated data into Accela Civic Platform development or test environment.

Accela Responsibilities:
- Provide a program to migrate historical data into the Agency's AA test database environment.
- Each data conversion will include up to three (3) conversion loads for client testing
- Validate the successful completion of the migration of historical data into the Agency's test environment.

Agency Responsibilities:

- Providing the legacy data source in an accepted format
- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide Subject Matter Experts and Technical Resources to validate the entire conversion statistics and the quality of the converted data into Accela Civic Platform, for each test load.

Acceptance Criteria:
- Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:
- Ten (10) business days total upon final Test load.

SYSTEM INTERFACES

For each interface, the Accela technical lead will work together with Agency's technical lead and business leads to document functional and technical requirements of the interface in an Interface Specifications Document. Interface development begins upon written approval of the specifications. It is expected all interfaces will use Accela's GovXML, web services or batch engine. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

Accela will conduct Analysis and Development (Deliverable 9) for each system that will be interfaced with Accela within the scope of this implementation.

Deliverable	System Name	Description
9A	Peoplesoft	Finance Batch
9B	Heartland Cashiering	Payment Processing provider
9C	XAPO	External Address/Parcel/Owner Reference Data via GIS
9D	CSLB	California State License Board

DELIVERABLE 9: INTERFACE ANALYSIS AND DEVELOPMENT

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Accela in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Accela will provide a program to integrate 3rd Party data to/from Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment

Accela Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:
- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

Acceptance Review Period:
- Ten (10) business days total

DELIVERABLE 10:   BUSINESS RULES

During the configuration Analysis stage of the implementation project, Accela will identify opportunities to supplement the Accela Civic Platform base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. Accela will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine what will be developed by Accela within the scope of this implementation. The Business Process Validation and Automation developed by Accela can be used as models whereby agency staff can develop and modify additional functionality as needed.

Business Rules are broken out into two areas as defined below:
- **EMSE (Event Manager Scripting Engine)** – used to script based on system activities, such as a before or after event, that allow the system to automate activities (**example:** do not allow an inspection to be scheduled prior to a specific workflow task, or, auto-calculate and invoice a fee upon application submittal)

- **Expression Builder** – used to script form based interactions that occur prior to triggering and event or master script activity (**example:** auto-population form based data fields based on user-selected values)

Prior to the development, the Agency will approve a design specification document that will be created jointly by the Agency and Accela. The approved document will be used as a basis for determining completion and approval of the deliverable.

In terms of specific output, the following will be executed for this deliverable:

- ➤ Prioritized list of requirements that require Automation
- ➤ Specification documents for each required Automation
- ➤ Demonstration of completed Automations in development or test environments per the specifications document(s)

Accela Responsibilities:
- Work with Agency staff to identify potential uses of scripting
- Assist with development of list of desired functionality
- Aid the Agency in prioritizing which scripts will be developed by Accela
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

Agency Responsibilities:
- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success
- Identify resources that will learn scripting tools and approaches for ongoing maintenance
- Prioritize desired functionality to determine which scripts Accela will develop
- Provide timely and appropriate responses to Accela's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

Acceptance Criteria:
- Review and acceptance of design document with written sign-off from the Agency
- Demonstration of all developed script within the system to the Agency

Reports

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during configuration analysis. The Configuration Document will define the reports and documents that are required by the Agency to effectively use Accela Civic Platform. These reports will be broken down by level of effort and identified in the configuration document. It is expected that, after the appropriate training on the database and the selected report writing tool is completed, Agency personnel will be able to handle additional and future report requirements. Reports are classified by level of effort: high, medium, and low.

High is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. The majority of reports require a 'medium' level of effort, which is defined as a report displaying non-calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data.

These reports can be developed using the integral Accela Report Writer included with Accela Civic Platform, Crystal Reports the Agency's discretion. These custom reports, whether developed with Accela Report Writer or Crystal Reports, will be deployed in the Report Manager for use within Accela Civic Platform.

DELIVERABLE 11:   REPORT SPECIFICATIONS

Accela will develop documents/letters/reports from those identified by the Agency as required for the new system.

Accela and Agency have agreed that Accela will develop reports based on the following breakdown:
- 10 High Complexity
- 10 Medium Complexity

Prior to the development of a report the Agency will approve report design specification documents that will be created jointly by the Agency and Accela. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete.

A proven strategy that combines the use of the Accela Civic Platform Quick Queries, Accela Ad-Hoc reports and custom reports developed by Accela, or Agency, can ensure that all required reporting requirements are met.

In terms of specific output, the following will be executed for this deliverable:

  ➢ List of identified reports with assigned responsibility for specification and development
  ➢ Completed Report Specification Documents for each report assigned to Accela

Accela Responsibilities:
- Assist in determining level of effort for reports to assist with prioritization
- Develop report specifications

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate key users and content experts to participate in the report specification
- Provide information and data in the formats specified by Accela that will be needed for agreement on the Deliverable

Acceptance Criteria:
- Agreement on prioritized list of reports that will be developed by Accela
- Review and approval of individual Report Specifications documents. The Agency will not unreasonably withhold acceptance if the Agency requests changes to the reports specifications after the initial signoff of the specification by the Agency

- Agency will have 5 business days to review the Report Specification Documents. If no changes or comments are requested within the 5 days, the Report Specification Documents are considered approved by the Agency.

DELIVERABLE 12:   REPORT DEVELOPMENT

Accela will develop custom documents/letters/reports per the specifications developed and approved in Deliverable 11: Report Specifications. Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval requires an analysis by Accela to determine the level of effort required, and if a Change Order would be required to complete the work.

In terms of specific output, the following will be executed for this deliverable:

> ➤ A total of 20 documents/letters/custom reports per the Report Specification Documents

Accela Responsibilities:
- Provide timely and appropriate responses to Agency's request for information
- Develop reports per specifications
- Assist in the validation of the reports in test environment

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate key users and content experts to participate in the report development and validation activities
- Request Change Order if changes to specifications are required

Acceptance Criteria:
- Confirmation of report accuracy in the development or test environment per Report Specifications.

DELIVERABLE 13:   ACCELA GIS DEPLOYMENT

Accela will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:
- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms (including ACA)

During GIS installation, Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

In terms of specific output, the following will be executed for this deliverable:

> ➤ Accela GIS installed on Agency server(s)

- ➤ 10 Proximity Alerts
- ➤ 10 Dynamic Themes
- ➤ 10 Attribute Mapping
- ➤ GIS Admin Training, ½ day

Accela Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the Agency
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela
- Provide Accela with network access for remote installation and testing
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation

Acceptance Criteria:

- Demonstration of operating Accela GIS in test environment

DELIVERABLE 14:   ACCELA CITIZEN ACCESS DEPLOYMENT

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on the Agency Dev or Test site per the Requirements gathered in the To-Be Analysis Stage. Accela will work with the Agency representatives to validate and implement Accela Citizen Access to extend certain aspects of the internal Accela Civic Platform configuration for use by the general public. Specifically, the following items will be configured:

- ➤ Integration into existing Agency website
- ➤ Text Settings, including disclaimers, help text and watermarks
- ➤ Security Settings
- ➤ Form Layout
- ➤ User registration settings
- ➤ User rights and permissions

In terms of specific output, the following will be executed for this deliverable:
- ➤ ACA configured in DEV, and/or Test Environment
- ➤ Accela Citizen Access Admin Training, 1 day

Accela Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access
- Configure the Online Record types defined in the To-Be Analysis Documents

<u>Agency Responsibilities</u>:
- Obtain a merchant account, and deploy an internet-enabled payment engine
- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration stage of the project
- Perform testing of all Online Record types for purposes of validating the configuration

<u>Acceptance Criteria</u>:
- The base configuration of Accela Citizen Access is configured as documented in the To-Be Analysis Documents
- Demonstration of the operational Accela Citizen Access functionality

<u>Acceptance Review Period</u>:
- Ten (10) business days

DELIVERABLE 15:   ACCELA MOBILE DEPLOYMENT

Accela will configure the Accela Civic Platform to leverage Accela Mobile. As part of this deliverable Accela will perform the configuration tasks required to ensure Accela Mobile Interfaces with the Accela Civic Platform in the Dev or Test environment. Using Accela Mobile, an Agency inspector can perform activities such as:
- Result inspections/investigations in either store/forward or wireless mode
- Add records/inspections in the field
- Lookup site history
- Print reports in the field

In terms of specific output, the following will be executed for this deliverable:

- ➢ Demonstration of operational system per To-Be Analysis Documents
- ➢ Accela Mobile Admin Training, 1 day

<u>Accela Responsibilities</u>:
- Configure Accela Mobile based on approved specifications document

<u>Acceptance Criteria</u>:
- The base configuration of Accela Mobile in the Development or Test environment as documented in the To-Be Analysis document

<u>Acceptance Review Period</u>:
- Ten (10) business days total

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DELIVERABLE 16:   ACCELA ELECTRONIC DOCUMENT REVIEW DEPLOYMENT

This deliverable is comprised of the activities that will enable the submission, review and markup of documents to work effectively given the Agency's configuration. Accela will leverage stamps provided out-of-the box, or from its stock of stamps, and provide instruction on the creation of stamps to the Agency. The Agency will be responsible for creating any additional stamps that will be applied through configuration. Accela will also leverage buttons provided out of the box and provide training and instruction on the creation of custom buttons with links. The Agency will be responsible for creating any buttons that will be applied through configuration. Accela will work with the Agency to identify and review:

- Documents that will be submitted online through Accela Citizen Access and Accela Civic Platform as part of the review process.
- Agency workflows associated with the document review process.
- Requirements for workflow tasks I statuses I assignments for each role (e.g. intake personnel, plan reviewers, plan processors approvers, etc.) in support of Agency workflow.
- Versioning of documents submitted / reviewed.
- Process steps within the Agency's workflow associated with reviewing the plan.
- Requirements for notifications via email.
- Stamps to be used on submitted documents.
- Buttons to be used to quickly access Web-based regulatory codes.
- Information that will be exposed to the public via Accela Citizen Access.

In terms of specific output, the following will be executed for this deliverable:
- ➢ Configuration of Accela Electronic Document Review per To-Be Analysis documents
- ➢ 3 Sessions, Electronic Document Review Training – up to 4 hours, 7 max attendees.

Accela Responsibilities:
- Install Accela Electronic Document Review on up to 25 client PC's and train the Agency so they can install on additional PC's.
- Provide one custom stamp for each of these categories; static text, simple dynamic stamp and dynamic stamp with input for the purposes of training.
- Provide one sample custom button for the purposes of training

Agency Responsibilities:
- The Agency will have installed .Net Framework 4.0 Client Profile and Adobe Acrobat Pro software. Adobe Acrobat Pro must be purchased and installed separately for each Agency user who will be interacting with Accela Electronic Document Review for plan review and markups.
- Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
- Creation of additional Adobe activities (stamps and buttons)
- Provide timely and appropriate responses to Accela's request for information.

Acceptance Criteria:
- Accela Electronic Document Review Specification Document provides details of all configuration elements based on Accela Civic Platform back office configuration.

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- Demonstration of the operational Accela Electronic Document Review functionality per the specification document(s).

Acceptance Review Period:
- Ten (10) business days

DELIVERABLE 17:   USER EXPERIENCE

User Experience is comprised of the fine-tuning of the User Interface ("look and feel") of the system, usability and security. This portion is completed prior to User Acceptance Testing to provide a more refined view of the system and assistance with system acceptance for new users. Accela will use the completed configuration and standard, best practice User Interface as a starting point for analysis and documentation of desired look and feel of Accela Civic Platform user interface.

User experience configuration will be accomplished through a series of onsite, and remote web meeting, workshops. These workshops will be used in order to accomplish the requested changes, in real-time, and provide ad-hoc training/knowledge transfer to Agency staff on the process of modifying the look and feel of the Accela Civic Platforms User Interface. Per Accela's best practice methodology, each workshop will be 2 hours long. Information collected, and updated, during the workshop include detailed settings related to the following topics:
- Home Page, Dashboard, Spaces and Form Layout
- Navigation tools
- Search screens and data filtration tools

In terms of specific output, the following will be executed for this deliverable:

- ➢ Completion of 20 Analysis workshops, interviews and WebEx sessions
- ➢ Configuration of User Experience

Accela Responsibilities:
- Conduct sessions to capture the required look and feel functionality of the Accela Civic Platform system.
- Conduct meetings via email, WebEx, phone, and in person to gather and validate analysis input.
- Build the user experience components as discovered during workshops.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Agency key users and content experts to participate in the user experience analysis.
- Complete any additional User Experience updates as desired by the Agency after the workshops are completed.
- Schedule participants and meeting locations for analysis workshop activities.

Acceptance Criteria:
- Completion of 20 User Experience Workshops.

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STAGE 5 – READINESS

DELIVERABLE 18:   ACCELA CIVIC PLATFORM SETUP - PRODUCTION

Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the production environment. Accela technical staff will validate the proper installation and configuration of the Accela Civic Platform environment. This Deliverable is defined as the installation of the Accela Civic Platform software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Civic Platform, existing documentation on the installation of Accela Civic Platform will be updated to include the Production information and provided to the Agency as reference material.

In terms of specific output, the following will be executed for this deliverable:

> Installation of the licensed Accela Civic Platform products on Agency Production servers
> Demonstration of an operational Production Accela Civic Platform environment
> Updated Installation documentation

Specifically, Accela will perform the following tasks within the support environment:
- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Civic Platform applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Civic Platform to use Crystal Reports

Accela Responsibilities:
- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Civic Platform.
- Deliver and install the Accela Civic Platform software on the Agency server.
- Provide hardware and installation documentation to Agency in order to facilitate procurement.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

Acceptance Criteria:

- Confirmation of ability to log into the Accela Civic Platform software that has been installed on Agency computer systems.
- Demonstrate core Accela Civic Platform system is operational in the Agency environment.

DELIVERABLE 19:   ADMINISTRATIVE TRAINING

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Civic Platform configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Civic Platform in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:

- Civic Platform Admin Usage – up to 3.5 days, 10 max attendees.
- Civic Platform Business Rules Engine Usage - Beginner – up to 1 day, 7 max attendees.
- 4 Sessions, Accela Mobile End User – up to 4 hours, 14 max attendees
- Civic Platform System Administration (Self Hosted) – up to 1 day, 7 max attendees.
- 2 Sessions, Ad-Hoc Reporting – up to 4 hours, 7 max attendees.

Accela Responsibilities:
- Coordinate with the Agency to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:
- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:
- Execution of listed training courses

DELIVERABLE 20:   REPORT WORKSHOP

Accela will provide training and onsite support in a "hand's on", report development workshop. Our aim is to educate Agency resources on all aspects of report writing in Accela Civic Platform in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time. Up to seven (7) agency staff may attend the Report Workshop.

Please note, Accela does not train on the use of 3rd party tools, specifically, report development tools. Accela assumes that Agency staff have appropriate training and/or experience with the 3rd Crystal Reports.

In terms of specific output, the following will be executed for this deliverable:
➢ 5 days, onsite Report Workshop

Accela Responsibilities:
- Coordinate with the Agency to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:
- Select and prepare the power-users and/or admin staff who will be participating in the workshop
- Provide suitable Agency facilities to accommodate training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:
- Completion of 5-day Report Workshop

DELIVERABLE 21:   TRAIN THE TRAINER

This Deliverable includes the Delivery by Accela of a 5-day "Train-the-Trainer" course. Accela best practices have proven that class sizes no larger than 7 participants are more successful with students who meet the pre-requisites of the course. The Accela Trainer will work with the Agency if a class size needs to be modified to ensure a successful instruction outcome.

End User Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each To-Be Analysis Document. Accela recommends the Agency adopt the "80/20 rule" for training, focusing the majority of their training on 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current and comprehensive training documentation in a format that can be customized by the Agency.

In terms of specific output, the following will be executed for this deliverable:

➢ Accela on-site instructor-led 5 day Train-the-Trainer course sessions delivered per the agreed-to schedule.

Accela Responsibilities:
- Coordinate with the Agency to define training schedule and logistics.
- Provide 5 day Train-the-Trainer course sessions.
- Perform post-training evaluation(s) to ensure Agency staff has the necessary information to perform their train-the-trainer duties.

Agency Responsibilities:
- Identify the Agency resources who will receive the training and who have the skills to perform as "trainers", if required.
- Provide a training room at the Agency facilities to conduct the training classes.

- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:
- Execution of 5 day Train-the-Trainer course sessions and verification that individuals have the information required to perform their train-the-trainer duties.

DELIVERABLE 22: USER ACCEPTANCE TESTING (UAT)

This deliverable is comprised of the assistance Accela will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Accela will provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Civic Platform solution are operating properly (i.e., integration testing).

Accela will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and a defined testing process. Accela will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. Accela will work with the Agency to develop a test plan and deliver up to 3 sample test scripts, as well as an issue log to track the progress of testing. It should be noted that Accela will plan for a **total of 6 weeks to complete this deliverable**.

If the Agency does not devote adequate time and staffing to UAT in order to completely test the solution, Accela may opt to postpone go-live at the Agency's expense. Accela will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

In terms of specific output, the following will be executed for this deliverable:

➢ Resolution of issues resulting from Agency User Acceptance Testing
➢ Fully tested system that is ready to move to production for go-live

Accela Responsibilities:
- Provide recommendations on testing strategy and best practices.
- Lead the Agency in up to 6 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.

Agency Responsibilities:
- Provide timely and appropriate responses to Accela's request for information.

- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:
- Completion of up to 6 weeks of UAT

STAGE 6 – DEPLOY

DELIVERABLE 23: PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by Change Order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

In terms of specific output, the following will be executed for this deliverable:

➤ Deployment support prior to moving to Production
➤ Setup of Integration points in Production
➤ Pre-Production Checklist document
➤ Final Conversion run during cutover
➤ Accela Civic Platform used in Production environment for Agency daily use

Accela Responsibilities:
- Provide on-site resources to support the move to Production effort
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

Agency Responsibilities:
- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to Accela's request for information
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:
- Deployment support prior to moving to Production

- Production system is first used by the Agency for daily use

DELIVERABLE 24: **POST DEPLOYMENT SUPPORT AND TRANSITION TO CUSTOMER SUPPORT**

This deliverable is comprised of the post- Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Accela will provide support for 2 weeks immediately following deployment (go-live).

Accela will work with the Agency to identify and address issues identified during this period using a Post Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela, as well as any other issues that the Agency wishes to track (outside of scope, stage 2, etc.). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform. Specifically, Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

At the end of the support period, Accela will provide a final a final copy of the issue tracker to the customer and disable the list. Additionally, a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela Customer Support. The purpose is to transition support of future issues and questions from the Agency to Accela Customer Support.

In terms of specific output, the following will be executed for this deliverable:

> 3 staff onsite for week one of go-live (5 days), 2 staff onsite for week two (4 days) and remote support thereafter
> Transition of Agency from Services team to Customer Support for ongoing support

Accela Responsibilities:
- Provide post-production support for Accela developed configuration and components
- Assist with the identification of issues for the Post Production Issues List
- Assist with issues that may arise related to the deliverables in this SOW
- Transfer ongoing support of the client and to the Customer Support to address any post Production issues that require remediation

Agency Responsibilities:
- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:
- Execution of 2 weeks of post-Production support
- Official transfer from the Accela Services project team to the Customer Support

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APPENDIX D – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela, Inc.
YOUR NAME
YOUR TITLE
Tel:
Fax:

OR

B

Email this document as an attachment to:

YOUR EMAIL

Date:	
Agency Name:	
Approving Agency Manager:	
Accela Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

_____
Agency Name

_____
Signature

_____
Title

_____
Date

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APPENDIX E – CHANGE ORDER TEMPLATE

SAMPLE CHANGE ORDER – PAGE 1

Agency:	CO #:
Project Code:	Date:
Contract #/ PO #:	
Initiating Department:	
Initiated By:	

Change Category: ☐ Product ☐ Project ☐ Contract ☐ Maintenance

---

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. \<title of issue / cause of change\>
   Issue details / scope impact:
   - **Schedule impact:**
   - **Resource impact:**
   - **Cost impact:**

2. \<title of issue / cause of change\>
   Issue details / scope impact
   - **Schedule impact:**
   - **Resource impact:**
   - **Cost impact:**

Total Project Schedule Impact:
Total Project Resource Impact:
Total Project Cost Impact:

DISPOSITION COMMENTS:

Disposition: ☐ Approved ☐ Rejected ☐ Closed ☐ See Comments
Date:

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The above Services will be performed in accordance with this Change Order / Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and / or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedence and supersedes all other documents and discussions regarding this subject matter.

Accepted By: Agency	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY") and Accela, Inc. ("CONSULTANT")
Citywide Land Management System
MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) and Technology Liability (Errors and Omissions including Privacy and Data breach coverage) insurance appropriate to CONSULTANT'S profession.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**:

   (i) $1,000,000 per occurrence for bodily injury and property damage;
   (ii) $1,000,000 per occurrence for personal and advertising injury;
   (iii) $2,000,000 aggregate for products and completed operations; and,
   (iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**:

   $1,000,000 per accident for bodily injury and property damage.

   OR*

   PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

   (i) $100,000 per person;
   (ii) $300,000 per accident for bodily injury; and,
   (iii) $50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY**:

   (i) $1,000,000 each accident for bodily injury;
   (ii) $1,000,000 disease each employee; and,
   (iii) $1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

   (i) $1,000,000 per claim/occurrence; and,
   (ii) $2,000,000 policy aggregate.

6. **TECHNOLOGY PROFESSIONAL LIABILITY** insurance with limits of not less than:

   (i) $2,000,000 per claim/occurrence; and,
   (ii) $4,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form"

and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

(i)   CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee prior to commencement of work. The CITY'S Risk Manager or designee, may require CONSULTANT do either of the following: Reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or Provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

CONSULTANT shall, in good faith, consider CITY's requirement pursuant to (i) above during its next insurance renewal, but failure to reduce or eliminate deductibles or self-insured retentions, as requested by CITY, will not be considered an event of breach providing CITY the right to terminate the Contract.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1.   CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2.   The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The _Workers' Compensation insurance policy_ is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

The _Technology Professional Liability (Errors and Omissions) Insurance_ appropriates to Consultant's profession. Coverage shall be sufficiently broad to respond to the duties and obligations as it undertaken by Consultant in this agreement and shall include, but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alterations of electronic information, extortion and network security. The policy shall provide coverage for breach response cost as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the _Professional Liability (Errors and Omissions) insurance policy_ is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4.   A copy of the claims reporting requirements must be submitted to CITY for review.

5.   These requirements shall survive expiration or termination of the Agreement.

.   CONSULTANT shall provide thirty calendar days' written notice by certified mail, return receipt requested, to the CITY that coverage will be cancelled, non-renewed, reduced in coverage or in limits. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent, or broker. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent, or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Exhibit C
DISCLOSURE OF CONFLICT OF INTEREST

Citywide Land Management System PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☐
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐

* If the answer to any question is yes, please explain in full below.

Explanation: _____

_____

_____
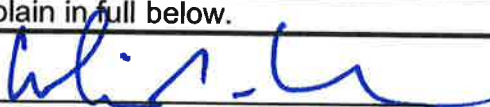
_____

_____

_____

_____

☐ Additional page(s) attached.

_~~~~~~~~~~~_ (Signature)
Signature

_5/19/16_
Date

Colin Samuels
(name)

Accela, INC.
(company)

2633 Camino Ramon, Ste 500
(address)

San Ramon, CA 94583
(city state zip)

Exhibit D

LICENSE AGREEMENT

Consultant Service Agreement between City of Fresno ("City")

and Accela ("Consultant")

1. <u>Parties</u>

ACCELA
Accela, Inc.
2633 Camino Ramon, Suite 120
Bishop Ranch 3
San Ramon, California 94583
Attention: Contracts Administration
T: 925.659.3200
F: 925.407.2722
e-Mail: contractsadmin@accela.com

CUSTOMER
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Attention: Bonique Emerson
T: (559) 621-8024
F: (559) 498-1026
e-Mail:
Bonique.Emerson@fresno.gov

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. <u>Term and Termination.</u>

2.1 <u>Term.</u> Provided that Customer signs and returns this LA to Accela **no later than June 27, 2016**, this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

2.2 <u>Termination.</u> Either party may terminate if the other party materially breaches this LA 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 or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3. <u>Intellectual Property License.</u>

3.1 <u>License.</u> The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Accela Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees, and by Customer's contractors, agents and officials when and to extent utilized for the direct benefit of Customer.

3.1.2 The Software will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.1.3 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of

whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse, retroactive to the date of non-compliance, as determined using Accela's pricing at the date of non-compliance; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.

3.1.4 Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy Accela's documentation only for internal use by Customer's employees.

3.1.5 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.

3.1.6 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.7 Customer is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

3.1.8 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.9 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.10 All rights not expressly granted to Customer are retained by Accela.

3.1.11 If a third-party product is sold by Accela pursuant to this agreement, it shall be licensed pursuant to the terms and conditions of the manufacturer of the product and the terms and conditions of this license shall not be applicable.

3.2 License Warranties and Indemnity.

3.2.1 Warranty: Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe,

Accela shall secure for Customer the right to continue using the Software or modify the Software so that it does not infringe.

Indemnity: To the furthest extent allowed by law, Accela shall indemnify, hold harmless and defend Customer and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Customer, Accela or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), to the extent arising or alleged to have arisen directly or indirectly out of: (1) Software infringement; and (2) performance of this Contract. Accela's obligations under the preceding sentence shall apply regardless of whether Customer or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of Customer or any of its officers, officials, employees, agents, or volunteers.

If Accela should subcontract all or any portion of the work to be performed under this Contract, Accela shall require each subcontractor to indemnify, hold harmless and defend Customer and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Contract. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

3.2.2 Accela has no **warranty or indemnity** obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products.

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

3.3 <u>Compensation.</u>

3.3.1 <u>License Fees.</u> In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.

3.3.2 <u>Payment Terms.</u> Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A.

The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality.

4.1   Definitions. "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 LA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 4.4 below;

d) 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;

e) information which is subpoenaed by governmental or judicial authority; and

f) information subject to disclosure pursuant to a state's public records laws.

4.2   Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

4.3   Confidentiality Obligations. During the Confidentiality Term, 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.

4.4 <u>Publicity.</u> During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1 <u>Dispute Resolution.</u> This LA is governed by the laws of the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in the County of Fresno under the provisions of the California Arbitration Act (CCP §§1280 et seq.) before an arbitrator. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator mutually agreed to by the Parties and shall include a written record of the arbitration hearing. The place of arbitration will be Fresno County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA. Either Party may file an action in a court of competent jurisdiction, in accordance with the agreement as to jurisdiction provided herein, to seek legal remedy on the grounds that the arbitrator's decision was based on mistake of law, or made with bias.

5.2   <u>Removal and Destruction of Software.</u>   Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to Accela within fifteen (15) business days following termination of this LA.

5.3   <u>Assignment.</u> 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.

5.4   <u>Survival</u> The following provisions will survive the termination or expiration of this LA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.

5.5   <u>Alternate Terms Disclaimed.</u> The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

5.6   <u>Severability and Amendment</u> If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

5.7   <u>Precedence of Contract Documents.</u> In the event of conflict between this LA and the Consultant Services Agreement, the Consultant Services Agreement shall control and take precedence over terms expressed herein.

Attachment: Exhibit I

EXHIBIT I

Accela Platform License Fees

PART #	PRODUCT NAME	QTY	Named Users	UNIT PRICE	EXTENDED	NET PRICE
LC10CACAMOD0601	Accela Citizen Access Module Fee	1		$10,995.00	$10,995.00	$9,345.75
LC10CACASV10601	Accela Citizen Access Server Software	1		$10,995.00	$10,995.00	$9,345.75
LC10CACAUP00601	Accela Citizen Access Population Fee	509,924		$0.08	$40,793.92	$34,674.83
LC10CGISSV50601	Accela GIS Server Software (includes 5 named users)	1	5	$10,995.00	$10,995.00	$9,345.75
LC10CGISU050601	Accela GIS User License Packs (includes 5 named users)	40	200	$3,295.00	$131,800.00	$112,030.00
LC10CALMSV50601	Accela Land Mgt Server Software (includes 5 named users)	1	5	$54,995.00	$54,995.00	$46,745.75
LC10CALMU050601	Accela Land Mgmt User Lic Packs (incl 5 named users per pack)	40	200	$10,995.00	$439,800.00	$373,830.00
LC10CAMOSV50601	Accela Mobile Server Software (incl 5 named users)	1	5	$49,995.00	$49,995.00	$42,495.75
LC10CAMOU050601	Accela Mobile User Lic Packs (includes 5 named users)	20	100	$10,995.00	$219,900.00	$186,915.00
Total License						$824,728.58

License Fees are fixed-price deliverables for which full payment is due upon signing.

Exhibit E

Citywide Land Management System

MAINTENANCE AGREEMENT

1. Parties   ACCELA   CUSTOMER

Accela, Inc.	
2633 Camino Ramon, Suite	City of Fresno
Bishop Ranch 3	2600 Fresno Street
San Ramon, California	
Attention: Contracts	Attention: Bonique Emerson
T: 925.659.3200	T: (559) 621-8024
F: 925.407.2722	F: (559) 498-1026
e-Mail:	e-Mail:
contractsadmin@accela.co	Bonique.Emerson@fresno.gov

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination.

> Term. Provided that Customer signs and returns this MA to Accela **no later than June 27, 2016**, this MA is effective as of the date of Customer's signature and will continue for a period of 4 years, through June 30, 2020. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will not increase by more than three percent (3%) from the maintenance fees for the preceding term for the first, three annual renewals. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to 110% of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.1   Termination. Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within a reasonable time, not to exceed thirty (30) calendar days, unless otherwise agreed by the Parties. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to Accela. The City may terminate this agreement with sixty calendar days' notice upon the other party.

3. Scope of Maintenance.

3.1   Maintenance Services.

3.1.1   Telephone Support. Accela will provide Customer with a telephone number to contact Accela Customer Support, 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.

3.1.2 <u>E-Mail Support.</u> Accela will provide Customer with 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.

3.1.3 <u>Online Support.</u> Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

3.1.4 <u>Remote Support.</u> When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via a web conferencing environment or another mutually- acceptable remote communications method.

3.1.5 <u>On-Site Support.</u> If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and- materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.6 *<u>Software Updates.</u>* Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela. Software updates will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.2 <u>Maintenance Limitations.</u>

3.2.1 <u>Limitations Generally.</u> The following are not covered by this MA, 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 Accela-maintained software products;

b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;

c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;

d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;

e) Services required due to the operation of interfaces between the Accela-maintained

software products and other software products or systems, even where such interfaces were provided or implemented by Accela;

f) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;

g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not

necessarily limited to, enhancing or adapting such products for specific operating environments;

h) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and

i) New or additional applications, modules, or functionality released by Accela during the term of this MA.

3.2.2 <u>Legacy Releases.</u> Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

3.3 <u>Warranty.</u> Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, customer's remedy will be damages in an amount equal to one and a half time (1.5X) the total of maintenance fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

3.4 <u>Compensation.</u>

3.4.1 <u>Maintenance Fees.</u> In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit 1.

3.4.2 <u>Payment Terms.</u> Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit 1. The payment terms of all invoices are net thirty calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. <u>Confidentiality.</u>

4.1 Definitions. "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 MA or Disclosing Party's intellectual property rights;

   c) information disclosed pursuant to Subsection 4.4 below;

   d) 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;

   e) information which is subpoenaed by governmental or judicial authority; and

   f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

Confidentiality Obligations. During the Confidentiality Term, 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.

4.3   Publicity. During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions.

5.1   Customer Obligations.   As required, Customer will provide Accela with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

5.2   Proprietary Rights. The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and Customer.

5.3   Limitation of Liability. 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. Third-party applications which utilize or rely upon the application services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. 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 a sum that is one and half time (1.5X) 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.

5.4 **Force Majeure.** If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.5 **Dispute Resolution.** This MA is governed by the laws of the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in the County of Fresno under the provisions of the California Arbitration Act (CCP §§1280 et seq.) before an arbitrator. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator mutually agreed to by the Parties and shall include a written record of the arbitration hearing. The place of arbitration will be Fresno County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA. Either Party may file an action in a court of competent jurisdiction, in accordance with the agreement as to jurisdiction provided herein, to seek legal remedy on the grounds that the arbitrator's decision was based on mistake of law, or made with bias.

5.6 **Assignment.** 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. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.

5.7 **Survival.** The following provisions will survive the termination or expiration of this MA: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.

5.8 **Alternate Terms Disclaimed.** The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

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

5.10 **Precedence of Contract Documents.** In the event of conflict between this MA and the Consultant Services Agreement, the Consultant Services Agreement shall control and take precedence over terms expressed herein.

Attachment: Exhibit 1

EXHIBIT 1

Accela Platform Maintenance Fees				
Part Number	Product Name	Qty	List Maintenance	Extended Maintenance
MI100ACAM120601	Accela Citizen Access Annual Maintenance and Supp Initial	1	$2,199.00	$1,979.10
MI100ACAM120601	Accela Citizen Access Annual Maintenance and Supp Initial	1	$2,199.00	$1,979.10
MI100ACAM120601	Accela Citizen Access Annual Maintenance and Supp Initial	1	$8,158.78	$,7342.91
MI100GISM120601	Accela GIS Annual Maintenance and Supp Initial	1	$2,199.00	$1,979.10
MI100GISM120601	Accela GIS Annual Maintenance and Supp Initial	1	$26,360.00	$23,724.00
MI100ALMM120601	Accela Land Management Annual Maintenance and Supp Initial	1	$10,999.00	$9,899.10
MI100ALMM120601	Accela Land Management Annual Maintenance and Supp Initial	1	$87,960.00	$79,164.00
MI100AMOM120601	Accela Mobile Annual Maintenance and Supp Initial	1	$9,999.00	$8,999.10
MI100AMOM120601	Accela Mobile Annual Maintenance and Supp Initial	1	$43,980.00	$39,582.00
Total Maintenance				**$174,648.41**

Maintenance Fees are fixed-price deliverables for which full payment is due upon signing.

END OF DOCUMENT

Accela
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Deliverable Acceptance Form

Date:	6/12/18
Agency Name:	City of Fresno, CA
Approving Agency Manager:	Bonique Emerson
Accela Program Manager:	Cindy Sullivan
Project Name / Code:	FRES1AAIMP
Contract / Agreement #:	Fresno, CA – RFP 9346 ELMS Software and Implementation / 12162016-1009988

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable	Source / Reference Details	Acceptance Criteria	Amount
Deliverable 24: Post Deployment Support and Transition to Customer Support	SOW, Page 49 and Change Order 03, Page 2	• Execution of 4 weeks post-production support, Change Order 03. (4/30 – 5/25) • Official transfer from the Accela Services project team to Customer Support (5/31)	HOLD Final Payment for the Completion of CRM

Agency agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name
DocuSigned by:

Bonique Emerson

8994F620555242C...

Signature

_____

Title

_____

Date

Change Order

Accela

Agency: City of Fresno, CA

Project Code: FRES1AAIMP

Contract ID: 06032016-1009255

Initiating Department: Planning

Initiated By: Cindy Sullivan for Bonique Emerson

CO #: 03

Date: 3/12/18

Purpose:

Referencing the June 8, 2016 executed Services Agreement, additional services have been requested by The City of Fresno. The additional services as outlined, will be funded via a reduction in the allocated Travel and Expense budget and additional funding. The project timeline is also extended under this Change Order 03 Agreement and the Terms of the Post Production Support amended.

1. **PROJECT CHANGE DESCRIPTION/TASK SUMMARY:**

   A. Accela will deliver the following Consulting Services on a Time and Materials basis, not to exceed 405 hours in total. The hours expended will be tracked via SharePoint Time and Materials Support log, with invoicing to occur on the 15th of each month for support hours requested, worked and reported.

      https://portal.accelaops.com/projects/CityOfFresno/Lists/Script%20and%20Reporting%20Support%20Log/AllItems.aspx

      Consulting Services:
      - Business Rules and Scripting Modifications, Time and Material Hours
        - Accela will deliver hourly Business Rule and Scripting Assistance on an as needed basis.
      - Report Development Modifications, Time and Material Hours
        - Accela will deliver hourly Report Development Assistance on an as needed basis.
      - Configuration Modifications, Time and Material Hours
        - Accela will deliver hourly Configuration Modification Assistance on an as needed basis.
      - End User Training, Time and Material Hours
        - Accela will deliver hourly End User Training upon request and scheduling

      Funding:
      Under this Change Order Agreement, the Travel Budget Balance will be reduced by $24,975.00 to accommodate 135 hours for Time & Materials Consulting Services. The additional 270 hours to be funded by the City of Fresno.

      Travel Budget Summary:

$ 175,120.00	Contract Travel Budget
$ (89,910.00)	Reduction of Travel Budget to Additional Services CO1
$ (45,155.25)	Invoiced as of 3/2/18
$ 40,054.75	Balance
$ (24,975.00)	**To 135 hours of T&M Services, CO3**
$ 15,079.75	3/2 Travel & Expense Budget Balance

Change Order

B. Project Timeline Extension

The 16 Month Project timeline parameters as per the August 2016 project start date have been exceed. Under this Change Order 03, the project will be considered extended to an anticipated April Go Live and Project Completion in May of 2018.

C. Deliverable 24: Post Production Support and Transition to Customer Support Amendment

Referencing the terms of the June 8th, Services agreement the scope of this deliverable will be amended to the extend the post production term and resource quantities allocated as follows. This is representative of a $0 Cost Change.

Current:
- 3 Staff onsite for week one of go-live, 2 staff onsite for week two and remote support thereafter.
- Transition of Agency from Services team to Customer Support for ongoing Support. (Unchanged)
Acceptance Criteria:
➢ Execution of 2 weeks post-Production support.
➢ Official transfer the Accela Services project team to Customer Support (Unchanged).

Amended:
- 2 Staff onsite for week one of go-live, 1 staff onsite for week two and remote support thereafter.
Acceptance Criteria:
➢ Execution of 4 weeks post-Production support.

2. BILLING TERMS:

Accela will perform Services as outlined on a Time & Material basis as per the table below. Time and Material Invoicing will be generated monthly based upon actual hours worked.

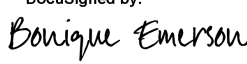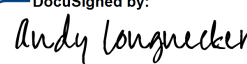| Deliverable	Qty	Rate	Extended
Time and Martial Support Hours, from T&E	135	$ 185.00	$ 24,975.00
Addtitional Time and Martial Support Hours	270	$ 185.00	$ 49,950.00
Total	**405**		**$ 74,925.00**

3. EXPIRATION:

Expiration is 6 months from the date of Execution of this Change Order.

Change Order

Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By: The City of Fresno	Accepted By: Accela, Inc.
DocuSigned by: By: *Bonique Emerson* 8994F620555242C... Print Name: Bonique Emerson	DocuSigned by: By: *Andy Longnecker* CFEB9CCFFC4D48E... Print Name: Andy Longnecker
Title: Planning Manager	Title: VP, Project Management Office
Date: 3/16/2018	Date: 3/14/2018

Accela
civic good

Deliverable Acceptance Form

Date:	6/12/18
Agency Name:	City of Fresno, CA
Approving Agency Manager:	Bonique Emerson
Accela Program Manager:	Cindy Sullivan
Project Name / Code:	FRES1AAIMP
Contract / Agreement #:	Fresno, CA – RFP 9346 ELMS Software and Implementation / 12162016-1009988

Agency agrees that Accela has successfully completed the following Deliverables:

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APPROVALS:

Agency Name

DocuSigned by:

Bonique Emerson

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Signature

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Title

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Date