

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA AUTHORIZING WAIVER OF COMPETITIVE BIDS AND CONTRACT AWARD FOR SOFTWARE AND IMPLEMENTATION SERVICES TO ACCELA, INC., SAN RAMON, CALIFORNIA, IN THE AMOUNT OF \$241,031.92, PLUS \$24,103 PROJECT CONTINGENCY, AND ISSUANCE OF A FIVE YEAR CONTRACT IN THE AMOUNT OF \$429,266.92 FOR SUPPORT AND MAINTENANCE; CONTRACT AWARD FOR PROJECT MANAGEMENT, IMPLEMENTATION AND SUPPORT SERVICES TO IK CONSULTING, LLC, TUCSON, ARIZONA, IN THE AMOUNT OF \$228,857, PLUS \$22,886 PROJECT CONTINGENCY, AND AN ADDITIONAL \$46,000 IN SUPPORT SERVICES COSTS OVER A THREE YEAR PERIOD; WAIVER OF COMPETITIVE BIDS AND CONTRACT AWARD FOR INTEGRATED INTERACTIVE VOICE RESPONSE (IVR) SYSTEM UPGRADE SERVICES TO SELECTRON TECHNOLOGIES, INC., PORTLAND, OREGON, IN THE AMOUNT OF \$34,675, PLUS \$3,468 PROJECT CONTINGENCY; CONTRACT AWARD FOR SOFTWARE CODE ESCROW SERVICES WITH NCC GROUP ESCROW ASSOCIATES, LLC, SAN FRANCISCO, CALIFORNIA, IN THE AMOUNT OF \$750 FOR THE FIRST YEAR; AND AUTHORIZING THE CHIEF FINANCIAL OFFICER TO INCREASE APPROPRIATIONS IN PROJECT NUMBER 02060 (ACCELA AUTOMATION PROJECT) IN THE AMOUNT OF \$28,912, THE SOURCE OF FUNDS BEING INFORMATION TECHNOLOGY FUND RESERVES FOR BALANCE OF PROJECT FUNDING

WHEREAS, the City of Santa Rosa requires upgrading the existing Accela Permits Plus land management software to Accela's latest land management version called Accela Automation, project management and implementation consulting services for Permits Plus to Accela Automation, upgrading the existing Selectron Interactive Voice Response software, software code escrow services, and appropriation of funds; and

WHEREAS, Accela, Inc. has submitted a proposal for upgrading Permits Plus to Accela Automation and Accela, Inc. is the only firm who can provide the upgrade for the existing system; and

WHEREAS, proposals were invited from qualified firms for project management and implementation consulting services for Permits Plus to Accela Automation upgrade, and were received and opened in accordance with law; and

WHEREAS, the proposal submitted by IK Consulting, LLC, is recommended by staff as providing the best value for the City; and

WHEREAS, Selectron Technologies, Inc. has submitted a proposal for upgrading the Interactive Voice Response software and Selectron Technologies, Inc. is the only firm who can provide the upgrade for the existing system; and

WHEREAS, NCC Group Escrow Associates, LLC has submitted a proposal for providing software code escrow services.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa approves:

1. Waiver of competitive bids and contract award for software and implementation services to Accela, Inc., San Ramon, California, in the amount of \$241,031.92, plus \$24,103 project contingency, and issuance of a five year contract in the amount of \$429,266.92 for support and maintenance, in substantially the same form as Exhibit A, subject to approval as to form by the City Attorney, and authorizes the Mayor to execute a contract for same; and
2. Contract award for project management, implementation and support services to IK Consulting, LLC, Tucson, Arizona, in the amount of \$228,857, plus \$22,886 project contingency, and an additional \$46,000 in support services costs over a three year period, attached as Exhibit B, and authorizes the Mayor to execute a contract for same; and
3. Waiver of competitive bids and contract award for integrated Interactive Voice Response (IVR) system upgrade services to Selectron Technologies, Inc., Portland, Oregon, in the amount of \$34,675, plus \$3,468 project contingency, in substantially the same form as Exhibit C, subject to approval as to form by the City Attorney, and authorizes the Mayor to execute a contract for same; and
4. Contract award for software code escrow services with NCC Group Escrow Associates, LLC, San Francisco, California, in the amount of \$750 for the first year, attached as Exhibit D, and authorizes the Mayor to execute a contract for same.

BE IT FURTHER RESOLVED that the Council authorizes the Chief Financial Officer to increase appropriations in project number 02060 (Accela Automation Project) in the amount of \$28,912, the source of funds being Information Technology Fund Reserves for balance of project funding.

BE IT FURTHER RESOLVED that the Council authorizes the Chief Financial Officer to pay all proper claims for this award out of Project Key 02060 (Accela Automation Upgrade) and Operational Key 350307 (Enterprise Software Support) in fiscal year 2013/2014 as approved by Council and in subsequent years when approved by Council.

IN COUNCIL DULY PASSED this _____ day of _____, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____ APPROVED: _____
Mayor City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A - City of Santa Rosa General Services Agreement with Accela, Inc.
Exhibit B - City of Santa Rosa Professional Services Agreement with IK Consulting, LLC
Exhibit C - City of Santa Rosa Professional Services Agreement with Selectron Technologies, Inc.
Exhibit D - Multi Licensee Deposit Account Software Escrow Agreement

EXHIBIT A

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH ACCELA, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and Accela, Inc., a California Corporation, ("Contractor").

RECITALS

- A. City desires to purchase software licenses, maintenance, and services.
- B. City desires to retain a qualified contractor to provide software licenses, maintenance, and services described above in accordance with the terms of this Agreement.
- C. Contractor represents to City that it is fully qualified to provide the software licenses, maintenance, and services described above.
- D. The parties have negotiated upon the terms pursuant to which Contractor will provide the software licenses, maintenance, and services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the software licenses, maintenance, and services described in Exhibit A "License Agreement," Exhibit B, "Maintenance Agreement," and Exhibit C, "Services Agreement." Contractor shall provide the software licenses, maintenance, and services at the time, place, and in the manner specified in Exhibits A, B, and C, attached hereto for the purpose of defining the manner and scope of the software licenses, maintenance, and services to be provided by Contractor. The parties agree that any term contained in Exhibits A, B, and C that varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The software licenses, maintenance, and services described herein shall be provided in accordance with the schedule set forth in Exhibits A, B, and C.

Draft

Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall provide the software licenses, and perform the maintenance and services required under this Agreement in the manner and according to the standards and care generally accepted and currently observed by a competent practitioner of Contractor's industry. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to its published specifications, and shall be provided in accordance with any schedule of performance specified in Exhibits A, B, and C. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, City shall notify Contractor of such fact and City may request the prompt replacement of said individual. Contractor will accommodate the request, if possible, by replacing the individual with a qualified replacement of comparable, or superior, background and experience.

4. COMPENSATION

The total of all fees paid to Contractor for providing the software and the satisfactory performance and completion of all maintenance and services set forth in Exhibits A, B and C shall not exceed the total sum of \$670,298.84. The Chief Financial Officer is authorized to pay all proper claims from IFAS Project Key 02060 Accela Automation Project for licenses and services in the amount of \$241,031.92 and from IFAS Key 350307 Enterprise Software Maintenance for maintenance in the amount of \$429,266.92.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for software licenses, maintenance and services as set forth in Exhibits A, B, and C, respectively.

b. Payments. Both license and first year annual maintenance fees are fully delivered and due upon agreement signing and receipt of invoice by City. Subsequent annual maintenance fees are due upon start of the annual term and receipt of invoice by City. Payment terms are net thirty (30) calendar days from the dates invoices are received by City. Payments will be delayed where Contractor fails to provide the information required under subsection c.1 below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement

Draft

becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for five years, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to five additional years.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor for any work satisfactorily completed by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

Draft

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within thirty (30) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any reasonable cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

Either party may terminate the Agreement if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the breach, fails to correct the breach within thirty (30) calendar days.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub -contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or

General Services Agreement

Form approved by the City Attorney 1-1-12

Draft

utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS

Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C.12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. A change of control of Contractor or a transfer by Contractor for purposes of financing shall not constitute an assignment hereunder. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Draft

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create
General Services Agreement
Form approved by the City Attorney 1-1-12

Draft

an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Brian Tickner
IT Section Manager
90 Santa Rosa Avenue
Santa Rosa, California 95404
Phone: (707) 543-4370
Fax: (707) 543-3139
Email: btickner@srcity.org

Contractor

Contracts Administration
Accela, Inc.
Bishop Ranch 3
San Ramon, California 94583
Phone: (925) 659-3200
Fax: (925) 407-2722
Email: contractsadmin@accela.com

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Accela, Inc.

TYPE OF BUSINESS ENTITY:
_____ Individual/Sole Proprietor

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Draft

☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Office of the City Attorney

Title: _____

ATTEST:

By: _____

Print Name: _____

City Clerk

Title: _____

Taxpayer I.D. No. 94-2767678

City of Santa Rosa Business Tax Cert. No.
81850

Attachments:

Attachment One - Insurance

Requirements

Exhibit A - License Agreement

Exhibit B - Maintenance Agreement

Exhibit C - Services Agreement

Exhibit C-1 Statement of Work

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City

Draft

shall be excess of the Contractor's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A - LICENSE AGREEMENT

Parties

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.

1. Intellectual Property License

1.1 License 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 Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

- 1.1.1 The Software is provided for use only by Customer employees.
- 1.1.2 The Software will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.
- 1.1.3 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 as determined using Accela's then-current pricing; 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.
- 1.1.4 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.
- 1.1.5 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.
- 1.1.6 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 1.1.7 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.
- 1.1.8 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.
- 1.1.9 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

Exhibit A

Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

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

1.2 License Warranties

1.2.1 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 may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

1.2.2 Accela has no 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.

1.2.3 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.

1.3 Compensation

1.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.

1.3.2 Payment Terms 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.

2. Confidentiality

2.1 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,

Exhibit A

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.

2.2 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").

2.3 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.

2.4 Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with City. Such disclosures may indicate City's identity and the Accela product(s) and services provided or contracted to be provided to City. 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 City's express endorsement of Accela's products or services without City's prior written authorization. Accela will only disclose information already in the public domain, no endorsement by the City will be stated or implied

3. Other Terms and Conditions

3.1 Removal and Destruction of Software 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.

3.2 Survival The following provisions will survive the termination or expiration of this LA: Section 2.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 3 and all subsections thereof; and Section 4, and all subsections thereof.

3.3 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions in accompanying drafts and/or purchase orders issued by City, provided that additional or alternative

Exhibit A

deliverables may be procured by City and provided by Accela pursuant to mutually-acceptable terms described in writing and executed by representatives of both parties.

- 3.4 Severability and Amendment 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.

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Deliverables	Quantity	Fees
Accela Automation® Land Management Server Software (Includes 5 Named Users)	1	\$54,995.00
Accela Automation Land Management User License Packs (Includes 5 Named Users Per Pack)	18	\$197,910.00
100% Customer Discount on Accela Land Management	N/A	(\$252,905.00)
Accela Citizen Access™ Server Software	1	\$10,995.00
Accela Citizen Access Module Fee	1	\$10,995.00
Accela Citizen Access Population Fee (Based Upon 154,212 Population)	1	\$12,336.96
Accela Mobile Office™ Server Software (Includes 5 Named User)	1	\$49,995.00
Accela Mobile Office User License Packs (Includes 5 Named Users Per Pack)	3	\$32,985.00
Accela GIS™ Server Software (Includes 5 Named User s)	1	\$10,995.00
Accela GIS User License Packs (Includes 5 Names Users Per Pack)	7	\$23,065.00
15% Customer Discount on Accela Citizen Access, Mobile Office, and GIS	N/A	(\$22,705.04)
Total of Fees		\$128,661.92

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

Optional Purchase – Land Management:

For a period of one year from the Effective Date of this LA, City shall have the option, but not the obligation, to purchase up to seven (7) additional user license packs (5 users per pack) and associated maintenance of Accela Land Management at the following discount rate. The effective date for the additional Land Management licenses and maintenance will be the Effective Date of this LA.

	<u>License Fees</u>	<u>Maintenance Fees</u>
Accela Land Management	Fully Discounted	20% of Full List Price License Fees (Non-Discounted)

Optional Purchase – Accela Mobile Office and GIS:

For a period of one year from the Effective Date of this LA, City shall have the option, but not the obligation, to purchase additional user license packs (5 users per pack) and associated maintenance of Accela Mobile Office and/or Accela GIS at the following discount rates. The effective date for the additional purchase(s) will be the date of proof of delivery of licenses.

	<u>License Fees</u>	<u>Maintenance Fees</u>
Accela Mobile Office	15% Discount	20% of Full List Price License Fees (Non-Discounted)
Accela GIS	15% Discount	20% of Full List Price License Fees (Non-Discounted)

END OF DOCUMENT

Exhibit B - MAINTENANCE AGREEMENT

1. Parties

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

The initial term for the MA is five years, as stated in Section 6 of the Agreement. Following the initial five year term, the City may elect to continue these maintenance services for an additional annual term by paying to Accela the fees associated with such terms when these are due. 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 one hundred ten percent 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. Upon any termination or expiration of this MA, all rights granted to Customer under this MA are cancelled and revert to Accela.

3. Scope of Maintenance

3.1 Maintenance Services

- 3.1.1 Telephone Support Accela will provide Customer with a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.
- 3.1.2 E-Mail Support 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 Online Support 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 Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via the Adobe Connect™ environment or another mutually-acceptable remote communications method.
- 3.1.5 On-Site Support 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 Software Updates 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 Maintenance Limitations

3.2.1 Limitations Generally 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 to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- f) 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;
- g) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and
- h) New or additional applications, modules, or functionality released by Accela during the term of this MA.

3.2.2 Legacy Releases 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 Warranty 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, Customer's exclusive remedy will be damages in an amount equal to 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 Compensation

3.4.1 Maintenance Fees In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.

3.4.2 Payment Terms 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 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").
- 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 Publicity During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with City. Such disclosures may indicate City's identity and the Accela product(s) and services provided or contracted to be provided to City. 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 City's express

endorsement of Accela's products or services without City's prior written authorization. Accela will only disclose information already in the public domain, no endorsement by the City will be stated or implied

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. 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 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 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.
- 5.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions in accompanying drafts and/or purchase orders issued by City, provided that additional or alternative deliverables may be procured by City and provided by Accela pursuant to mutually-acceptable terms described in writing and executed by representatives of both parties.

- 5.7 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.

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Deliverables	Fees
First-Term Annual Maintenance for Accela Automation® Land Management (1 Server and 95 Named Users)	\$50,581.00
First-Term Annual Maintenance for Accela Citizen Access™ (1 Server, 1 Module [Based Upon 154,212 Population])	\$6,865.39
First-Term Annual Maintenance for Accela Mobile Office™ (1 Server and 20 Named Users)	\$16,596.00
First-Term Annual Maintenance for Accela GIS™ (1 Server and 40 Named Users)	\$6,812.00
Total of Fees	\$80,854.39

First-Term Annual Maintenance Fees are fixed-priced deliverables for which full payment is due upon signing.

Second-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the first anniversary of the Effective Date.

Third-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the second anniversary of the Effective Date.

Fourth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the third anniversary of the Effective Date.

Fifth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the fourth anniversary of the Effective Date.

Annual Maintenance fees for the initial five year term of the MA are as follows:

Term	Fee
First-Term Annual Maintenance	\$80,854.39
Second-Term Annual Maintenance	\$83,280.02
Third-Term Annual Maintenance	\$85,778.42
Fourth-Term Annual Maintenance	\$88,351.77
Fifth-Term Annual Maintenance	\$91,002.32
Total	\$429,266.92

END OF DOCUMENT

Exhibit C - SERVICES AGREEMENT

1. Parties

This Services Agreement ("SA") 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. Professional Services Accela will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit C-1.

2.1 Warranty Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry.

2.2 Customer Cooperation As required, Customer agrees to provide Accela with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for Accela to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.

2.3 Compensation

2.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to Accela the amounts indicated in Exhibit C-1 according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by Customer, and based on Accela's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. Customer will reimburse Accela for data communications charges at the flat, per-day rate specified in Exhibit C-1. Upon Customer request, Accela will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

2.3.2 Payment Terms 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 C-1. 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.

3. Confidentiality

3.1 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 SA 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.

3.2 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 SA ("Confidentiality Term").

3.3 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.

3.4 Publicity During the term of this SA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with City. Such disclosures may indicate City's identity and the Accela product(s) and services provided or contracted to be provided to City. 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 City's express endorsement of Accela's products or services without City's prior written authorization. Accela will only disclose information already in the public domain, no endorsement by the City will be stated or implied.

4. Other Terms and Conditions

4.1 Mutual Indemnification Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold

Accela and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.

- 4.2 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Professional 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 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.
- 4.3 Insurance Coverage Accela will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.
- 4.4 Force Majeure If either party is delayed in its performance of any obligation under this SA 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.
- 4.5 Survival The following provisions will survive the termination or expiration of this SA: Section 2 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; and Section 3 and all subsections thereof with the exceptions of Subsections 3.1, 3.3, and 3.4.
- 4.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions in accompanying drafts and/or purchase orders issued by City, provided that additional or alternative deliverables may be procured by City and provided by Accela pursuant to mutually-acceptable terms described in writing and executed by representatives of both parties.
- 4.7 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

Exhibit C-1, Statement of Work, Follows.

END OF DOCUMENT

Statement of Work

City of Santa Rosa

Version 1.4

5/16/2013

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
DOCUMENT CONTROL.....	4
OVERVIEW	4
SERVICES DESCRIPTION	4
PURPOSE	4
PROJECT TIMELINE.....	5
PROJECT MANAGEMENT.....	5
Work Description	5
STAGE - INITIATION.....	5
DELIVERABLE 1: ACCELA AUTOMATION SETUP – DEV AND TEST (AGENCY HOSTED)	5
STAGE – BUILD	6
DELIVERABLE 2: HISTORICAL DATA CONVERSION SUPPORT.....	7
SYSTEM INTERFACES.....	7
DELIVERABLE 3: LICENSED PROFESSIONAL INTERFACE - CSLB.....	8
DELIVERABLE 4: INTERFACE – DOCUMENT MANAGEMENT - LASERFICHE	9
DELIVERABLE 5: ACCELA GIS CONFIGURATION.....	9
DELIVERABLE 6: ACCELA CITIZEN ACCESS CONFIGURATION	10
DELIVERABLE 7: ACCELA MOBILE OFFICE CONFIGURATION	11
STAGE – READINESS	12
DELIVERABLE 8: ACCELA AUTOMATION SETUP - PRODUCTION	12
DELIVERABLE 9: ADMINISTRATIVE AND TECHNICAL TRAINING	13
PAYMENT SCHEDULE	14
PROJECT ASSUMPTIONS.....	15
PROJECT RESOURCES AND LOCATION OF WORK	15
WORK LOCATION	15
AGENCY RESOURCES	16
ACCELA RESOURCES.....	17
ACCEPTANCE.....	19
APPENDIX A - ACCELA IMPLEMENTATION METHODOLOGY.....	20
IMPLEMENTATION LIFE CYCLE	20
INITIATION	20
TO-BE ANALYSIS	20
SOLUTION FOUNDATION	21
BUILD	21
READINESS	21
DEPLOY	21
APPENDIX B – DATA CONVERSION ASSUMPTIONS.....	23

Statement of Work

GENERAL INFORMATION AND REQUIREMENTS FOR HISTORICAL CONVERSIONS	23
DATA CONVERSION ASSUMPTIONS	23
STANDARD DOCUMENT MIGRATION	23
<u>APPENDIX C – DELIVERABLES ACCEPTANCE FORM</u>	<u>25</u>

DOCUMENT CONTROL

Date	Author	Version	Change Reference
4/26/2013	Brenda Berens	Draft	
4/30/2013	Brenda Berens	1.0	
5/2/2013	Brian Tickner	1.0	Proposed changes and comments to Version 1.0, via Track Changes
5/6/2013	Brian Heath	1.1	Santa Rosa-Accela-IKC SOW Review
5/7/2013	Brian Heath	1.2	Pages 15 & 20
5/9/2013	Brian Tickner	1.3	Accepted All Changes to Date and removed reviewed comments; then added fresh comments and edits via track changes
5/16/2013	Brenda Berens	1.4	Accepted changes, updated verbage and added deliverable pricing

OVERVIEW

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. The implementation of Accela products is designed specifically to meet the specific requirements and budget defined by Santa Rosa ("Agency"). Accela will utilize a best practice Implementation Methodology, based on previous client interactions and industry knowledge, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Accela Services will implement the software you have purchased, including the major milestones and deliverables that will ensure your success.

Accela is committed to providing a superior software solution, and deployment of the software, for the current and future needs of the Agency. Accela will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to Agency.

SERVICES DESCRIPTION

PURPOSE

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of Accela Citizen Access, Accela Mobile Office and Accela GIS for the Agency. Accela will provide professional services for implementation of the above modules and products per the Work Description section detailed henceforth. The following Agency departments comprise the organization scope of the implementation described herein:

- Community Development
- Public Works
- Utilities
- Fire

Statement of Work

- Recreation and Parks

PROJECT TIMELINE

The term of this project is 18 months and one phase.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the Accela Project Manager will work with the Agency to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the Accela Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

PROJECT MANAGEMENT

Accela will provide a full time project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Accela will provide Project Management services throughout the project. Generally these services include the following:

- Project plan management using Microsoft Project 2010,
- Project document management using Accela Hosted Microsoft SharePoint project site,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management,
- Executive project oversight and quality assurance.

By mutual agreement, some project management tasks may be shared between the Accela Project Manager and the Agency Project Manager.

WORK DESCRIPTION

The following section describes the specific activities and tasks 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 - INITIATION

DELIVERABLE 1: ACCELA AUTOMATION SETUP – DEV AND TEST (AGENCY HOSTED)

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 Automation environment. This Deliverable is defined as the installation of the Accela Automation 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 Automation, documentation on the installation of Accela Automation 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 Automation software in the Agency's development and test environments

Statement of Work

- Demonstration that Accela Automation is operational in installed environments
- Installation documentation

Specifically, Accela will work with the Agency to perform the following tasks within the Agency's environment:

- Perform a remote system check of the server environment.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (SQL Server Reporting Services (SRSS)).

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 Automation.
- Deliver and install the Accela Automation software on the Agency servers.
- 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 staff 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 Automation software that has been installed on Agency hardware and perform basic navigation, including creating new records and saving changes without errors.

STAGE – BUILD

The Build stage includes data conversions, development of interfaces, development of Accela Event Manager Scripts and custom report development. It comprises all of the additional critical activities outside of solution foundation that has been configured for the Agency. Agency representatives are involved in each step of the process to ensure success.

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 Automation 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

Statement of Work

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 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 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 Automation database. **PLEASE REFER TO [APPENDIX B](#) FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA 'S CONVERSION APPROACH.**

DELIVERABLE 2: HISTORICAL DATA CONVERSION SUPPORT

Provide assistance and conversion support via phone, email or Webex meetings.

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

- Historical Data Conversion support

Accela Responsibilities:

- Provide assistance and conversion support: 50 hours.

Acceptance Criteria:

- Completion of 50 hours of assistance and support

Acceptance Review Period:

- Ten (10) business days total

SYSTEM INTERFACES

The following system interfaces are in scope for this project:

- Licensed Professional
 - CA State Contractors License Board (CSLB)
- Document Management
 - Laserfiche

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

Statement of Work

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.

DELIVERABLE 3: LICENSED PROFESSIONAL INTERFACE - CSLB

Accela will provide an interface between Accela Automation and CSLB. 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. Upon approval of the Licensed Professional Interface Specifications document, the Accela team will develop the load routine that will populate the Accela system with the appropriate data.

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

- Interface Specifications Document
- Operational Interface in the Development or Test environment
- Instructions and/or assistance installing interface in the Production 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.
- Assist the Agency with testing and debugging of the interface.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- 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 CSLB Data Source to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with CSLBI Data Source to ensure proper data is being pushed to Accela system.
- Work with CSLB Data Source software to ensure data from Accela is in correct format.

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:

- Fifteen (15) business days total (additional time shall be granted if delays are introduced by the CSLB that cannot be controlled by the Agency)

DELIVERABLE 4: INTERFACE – DOCUMENT MANAGEMENT - LASERFICHE

Accela will provide a method to interface between Accela Automation and a 3rd Party Electronic Document Management System, LaserFiche. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's LaserFiche system. The Agency will be responsible for all working portions of this interface as they pertain to LaserFiche. Accela will provide oversight and assistance related to the EDMS Adaptor to parties developing the 3rd party side of this integration

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

- EDMS Interface Adaptor documentation
- Oversight and assistance to 3rd party

Accela Responsibilities:

- Provide detailed specifications of what is needed from a LaserFiche certified consultant based on past experience with this interface.
- Provide contact information from the individual or business that has developed an API or other capabilities to perform the interface for other customers.
- Work with Agency/3rd party staff to develop interface specifications that are repeatable for all California LaserFiche installations.
- Use an Accela web service to implement a two way real-time interface functionality.
- Assist the Agency with testing and debugging of the interface.

Agency Responsibilities:

- 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 or vendors required 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.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Acceptance Criteria:

- Review and approval of the Interface Specifications
- Demonstration of the interface meeting the specific requirements detailed in the interface specifications. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

DELIVERABLE 5: ACCELA GIS CONFIGURATION

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).

Statement of Work

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)
- Base Analysis and Configuration
- Implement the standard XAPO adapter

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 Automation system.
- Implement the standard XAPO adapter

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.
- Demonstration of the standard XAPO
- Documentation and/or assistance to install in Production environment

DELIVERABLE 6: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on the Agency Dev or Test site. Accela will work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public.

Features available for configuration include:

- (Permit/ Complaint) Research
- Permit Application and Issuance
- Inspection Request Entry
- Inspection Results Research
- Status tracking

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

Statement of Work

- Accela Citizen Access Configuration Specifications Document (MS Word)
- Configure ACA for English language versions
- Configuration of Online Record types in Accela Automation

Accela Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments.
- Assist agency in set up and validation of merchant account integration.
- Add text translations for the English language.
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access.
- Create configuration specification for Accela Citizen Access based on analysis with the Agency for two modules and 3 flows.
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access for two modules.

Agency Responsibilities:

- 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 phase of the project.
- Perform testing of all Online Record types for purposes of validating the configuration.
- Configure additional modules and page flows.

Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Automation back office configuration.
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s).

Acceptance Review Period:

- Ten (10) business days

DELIVERABLE 7: ACCELA MOBILE OFFICE CONFIGURATION

Accela will configure the Accela Mobile Office application. As part of this deliverable Accela will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode
- Print reports in the field

Analysis activities with the Agency will result in a Mobile Office Configuration Specifications Document. Subsequently, Accela's staff will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document.

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

- Accela Mobile Office Configuration Specifications Document
- Demonstration of operation system per Accela Mobile Office Configuration Specifications Document

Accela Responsibilities:

Statement of Work

- Create configuration specifications for Accela Mobile Office based on analysis with the Agency.
- Configure Accela Mobile Office based on approved specifications document.

Acceptance Criteria:

- The base configuration of Accela Mobile Office in the Development or Test environment is configured as documented in the Accela Mobile Office Configuration Specifications document.
- Documentation and/or assistance with configuring Accela Mobile Office in Production environment

Acceptance Review Period:

- Ten (10) business days total

STAGE – READINESS

DELIVERABLE 8: ACCELA AUTOMATION 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 Automation environment. This Deliverable is defined as the installation of the Accela Automation software on Agency computer systems, such that Agency can log into the system and verify that the software was installed and is operational. During the installation of Accela Automation, existing documentation on the installation of Accela Automation 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 Automation products on Agency Production servers
- Demonstration of an operational Production Accela Automation environment
- Updated Installation documentation

Specifically, Accela will work with the Agency to perform the following tasks within the Agency's Production environment:

- Perform a remote system check of the server environment.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (SQL Server Reporting Services (SRSS)).

Accela Responsibilities:

- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
- Deliver and install the Accela Automation software on the Agency servers.
- 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.

Statement of Work

- 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 staff 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 Automation software that has been installed on Agency Production computer systems and perform basic navigation, including opening existing records, creating new records, and saving changes without errors.
- Demonstrate core Accela Automation system is operational in the Agency's Production environment.

DELIVERABLE 9: ADMINISTRATIVE AND TECHNICAL TRAINING

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation 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:

- Accela Citizen Access Admin (1 Day) - Land
- Accela GIS End User (1/2 Day) - Land
- Accela GIS Admin (1 Day) – Land
- AMO Admin (1 Day)

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

PAYMENT SCHEDULE

The table below represents the Services payments to be made during the project.

Milestone	Description	Price
Deliverable 1	System Setup Dev and Test	\$ 3,840
Deliverable 2	Data Conversion	\$ 1,600
Deliverable 3	Interfaces CSLB	\$ 2,560
Deliverable 4	Interfaces Laserfiche	\$ 9,600
Deliverable 5	Accela GIS	\$ 22,400
Deliverable 7	Accela Mobile Office	\$ 8,000
Deliverable 6	Accela Citizen Access	\$ 25,600
Deliverable 8	System Setup - Prod	\$ 1,920
Deliverable 9	Training	\$ 5,760
	Project Management	\$ 20,800
	Total	\$ 102,080
	Travel Expenses	\$ 10,290
	Total Travel & Services	\$ 112,370
	Total Hours	638

*Travel is estimated and will be billed as incurred. Anticipated onsite visits include the tasks of analysis sessions for ACA, AGIS, AMO and possibly Interface analysis and Training.

PROJECT ASSUMPTIONS

- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Agency shall provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN).
- Agency agrees during the Initiation Phase 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. Agency may make changes to designated approvers with written, including E-mail, notification to Accela a minimum of one month before a deliverable is due.
- Agency will provide work space for Accela Services for work completed on Agency premises.
- Accela will implement the most current version of Accela Automation at the time of the contract signing.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency will ensure that Accela resources have 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.
- Agency will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all required Accela software products in both support/testing and production environments as defined in the project schedule.
- For use with Accela Citizen Access, 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.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- Accela will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper hardware, software, and networking devices).
- 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).
- Agency will provide Accela with access to test and development environments for each Agency system that requires integration with Accela Automation.
- Accela personnel will attend Agency executive steering committee meetings as needed.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities associated with this SOW.
- 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 Communication Plan in the Project Charter.

PROJECT RESOURCES AND LOCATION OF WORK

WORK LOCATION

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the Accela Engagement Team for the Services and Agency may need to make available additional resources for the Services to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services.

Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

Agency Resources	Description
Project Sponsor	Responsibilities include: <ul style="list-style-type: none">• Ultimate responsibility for the success of the project,• Creating an environment that promotes project buy-in,• Driving the project through all levels of the agency,• High-level oversight throughout the duration of the project,• Serving as the primary escalation point to address project issues in a timely manner.
Project Manager	Responsibilities include: <ul style="list-style-type: none">• Overall administration, coordination, communication, and decision- making associated with the implementation;• Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the agency;• Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: <ul style="list-style-type: none">• Attending requirements workshop sessions;• Willing and able to gather data and make decisions about business processes;• Assist in the creation of specifications for reports, interfaces & conversions• Review and test the system configuration;• Participating in the implementation of the Accela Automation solution.
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: <ul style="list-style-type: none">• Being trained on the Accela Automation system at a System Administration level;• Being fully engaged in the Business Analysis and system configuration activities;

Statement of Work

	<ul style="list-style-type: none">• Assist internal efforts towards the creation of reports, interfaces & conversions;• Assist in the review and testing of the system configuration;• Actively participate in the full implementation of the Accela Automation solution.
Technical Lead	<p>Responsibilities include:</p> <ul style="list-style-type: none">• Primary responsibility for the technical environment during the software implementation;• Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards;• Work with Accela technical personnel during implementation;• Maintain test and production databases;• 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.

ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela must fill the appropriate roles with the appropriate personnel to work together with the Agency Team for the Services and Accela may need to make available additional resources for the Services to be successful. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort. The main roles are as follows:

Accela Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	<p>The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none">• Project plan management,• Change order management,• Issue log management and escalation,• Status reporting,• Project workspace management,• Resources management,• Work plan management,

	<ul style="list-style-type: none">• Meetings management,• Project review with Project Executive. <p>In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.</p>
Senior Implementation Consultant	<p>The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none">• Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design,• Leading system configuration activities,• Providing training/mentoring to agency staff,• Recommend industry best practices to agency to enhance business processes,• Guide agency on how best to configure the system based on past experiences and software expertise.
Implementation Consultant	<p>Implementation Consultant resources support the project and typically focus on the following tasks.</p> <ul style="list-style-type: none">• The configuration of the system to match the System Configuration document.• Build activities within the project, such as conversion data mapping, creation of reports and interface specification.
Technical Consultant	<p>Accela Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as:</p> <ul style="list-style-type: none">• Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access),• Report definition and creation,• Event Manager Script definition and programming,• Database Conversions and data mapping assistance,• Interface specifications and development.
Training Consultant	<p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>

ACCEPTANCE

The Services contracted for in this Statement of Work will be considered Accepted when all Deliverables defined in the Work Description Section have been accepted by Agency as defined for each Deliverable and Agency transition to Accela's Customer Service Center (CRC), has been completed. The live system will be handed over to the CRC and include the transfer of knowledge from the Project Team to the CRC as well as completion of all training and project documentation for the CRC.

SOW Accepted By: [Agency]	SOW Accepted By: Accela
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

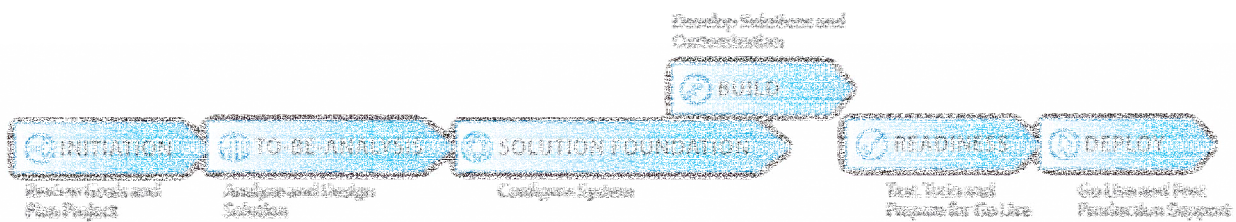
APPENDIX A - ACCELA IMPLEMENTATION METHODOLOGY

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.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Methodology



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that Accela and the Agency understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

Initiation represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed. In terms of specific deliverables, common output from the Initiation Phase is as follows:

- Project Charter,
- Baseline Project Plan,
- Project Status Report Template,
- Project Sharepoint Site pre-loaded with baseline documentation,
- Project Initiation Meeting.

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 Automation. It is during this Phase 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 Accela Automation capabilities. A key output of this Phase

is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Automation to support germane elements of the Agency "To-Be" vision. Supplementing the To-Be Analysis Document(s) are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Automation will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc) types that were agreed to during the Analysis phase. Configuration of in-scope record types is comprised of, but not limited to:

- User-defined fields (Application-Specific Information and Task-Specific Information),
- Workflows and statuses,
- Fee structures and rules,
- Inspection data.

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 implemented. This includes conversions, event scripts, interfaces and reports. In terms of specific deliverables, common output from the Build Phase is as follows:

- Event Script Development,
- Report Specifications and Development,
- Data Conversion Specifications and Development,
- Interface Specifications and Development.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Automation is fully tested, errors are identified, documented and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs. In terms of specific deliverables, common output from the Readiness Phase is as follows:

- User Acceptance Testing,
- End-User Training.

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 Accela Automation applications are transitioned to the Accela Customer Resource Center ("CRC") for ongoing support. A formal transition will occur between the Services team and the CRC that instructs the agency on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center. In terms of specific deliverables, common output from the Deploy Phase is as follows:

Statement of Work

- Pre-Production Checklist Development, Tracking and Execution,
- Move to Production,
- Post Production Analysis,
- Formal Transition to the CRC for Ongoing Support

APPENDIX B – DATA CONVERSION ASSUMPTIONS

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order for Accela services.

GENERAL INFORMATION AND REQUIREMENTS FOR HISTORICAL CONVERSIONS

- The standard data conversion includes the conversion of transactional data to the Accela Automation database when a configured destination exists. 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 Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before Accela will begin the data conversion mapping effort.

DATA CONVERSION ASSUMPTIONS

- **"As-Is" Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation "As-Is". All data cleanup must occur prior to execution into Accela Automation.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Documents:** Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Automation, provided 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 may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3rd party EDMS is used by Accela Automation, it is still possible to convert documents if the 3rd party interface supports the create method.

Statement of Work

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 they must be extracted into a windows file system prior to be evaluated for conversion.

APPENDIX C – DELIVERABLES ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela, Inc.
YOUR NAME
YOUR TITLE

Tel:

Fax:

B

Email this document as an
attachment to:

YOUR EMAIL

OR

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

EXHIBIT B

CITY OF SANTA ROSA PROFESSIONAL SERVICES AGREEMENT WITH IK CONSULTING, LLC AGREEMENT NUMBER _____

This "Agreement" is made as of this ____ day of _____, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and IK Consulting, LLC, an Arizona Limited Liability Company, ("Consultant").

RECITALS

A. City desires project management and implementation services for Permits Plus to Accela Automation Upgrade.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the project management and implementation services described with further particularity in the City's Request for Proposals 12-39 Project Management and Implementation Consulting Services for Permits Plus to Accela Automation Upgrade dated November 5, 2012, Consultant's proposal dated December 3, 2012, of which are attached hereto as Exhibits A and B (in order of precedence) which are incorporated by reference as though fully set forth, and in accordance with the provisions of this Agreement. Exhibits A and B are attached hereto solely for the purpose of defining the manner and scope of services to be provided by CONSULTANT hereunder and are not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit B that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two hundred seventy-four thousand eight hundred fifty seven dollars and no cents (\$274,857.00). The City's Chief Financial Officer is authorized to pay all proper claims from IFAS Key 02060.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind,

146

interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.



8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:
Brian Tickner
I.T. Application Services Manager
City of Santa Rosa
90 Santa Rosa Ave – 2nd Floor
Santa Rosa, CA 95404
707-543-4370 Voice
707-543-3126 Fax
btickner@srcity.org

Consultant Representative:
Melissa Kern
Managing Partner/Owner
IK Consulting, LLC
P.O. Box 17661
Tucson, AZ 85731
520-891-5376 Voice
520-733-6282 Fax
missy.kern@ikpartners.com

9. INDEPENDENT CONTRACTOR

The parties intend that Consultant, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Consultant, including Consultant's employees, shall not be considered agents or employees of City. Neither Consultant nor Consultant's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the City for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.



12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit B. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than twenty-four months after the date of the Agreement above.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these

112

individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.



Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: IK Consulting, LLC, an
Arizona Limited Liability Company

CITY OF SANTA ROSA

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company
☐ Other(please specify: _____)

By: _____

Print Name: Scott Bartley

Title: Mayor

Signatures of Authorized Persons:

By: Melissa O'Kern

Print Name: Melissa O. Kern

Title: Managing Partner

Taxpayer I.D. No. 71-0883304

City of Santa Rosa Business Tax Cert. No.

81849

ATTEST:

City Clerk

APPROVED AS TO FORM:

Angela Casagrande, ACP
Office of the City Attorney

Attachments:

Attachment One - Insurance Requirements

Exhibit A – City's Request for Proposals 12-39 Project Management and Implementation
Consulting Services for Permits Plus to Accela Automation Upgrade dated November 5, 2012

Exhibit B – Consultant's proposal dated December 3, 2012

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance		Minimum Limits	Coverage	Additional Coverage Requirements
1. Commercial liability	general	\$ 1 million per occurrence \$ 2 million aggregate	per	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
2. Business auto coverage		\$ 1 million		ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional (E&O)	liability	\$ 1 million per claim \$ 1 million aggregate		Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability		\$ 1 million		As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's

insurance and shall not contribute with it; and,

- b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Exhibit A

NOTICE

IF RECEIVING THIS RFP BY INTERNET, CALL (707) 543-3700 TO REGISTER AS A BIDDER. FAILURE TO REGISTER AS A BIDDER MAY RESULT IN YOUR FIRM NOT RECEIVING BID ADDENDUMS. FAILURE TO SUBMIT BID ADDENDUMS WITH BID MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.



REQUEST FOR PROPOSALS RFP 12-39

PROJECT MANAGEMENT AND IMPLEMENTATION CONSULTING SERVICES FOR PERMITS PLUS TO ACCELA AUTOMATION UPGRADE

Date Issued

November 5, 2012

Proposal Submittal Due Date

December 5, 2012 by 5:00 p.m.

To

Jim Wright
Purchasing Agent
City of Santa Rosa – Purchasing Office
635 First Street, Second Floor
Santa Rosa, CA 95404
707-543-3706 Voice
jwright@srcity.org



The City of Santa Rosa does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings, programs, bid openings, and to deliver bid packages to the location specified herein, are available by contacting the Purchasing Department at (707) 543-3700 one week prior to the meeting, program, bid due date or formal bid opening.

REQUEST FOR PROPOSALS RFP 12-39

PROJECT MANAGEMENT AND IMPLEMENTATION CONSULTING SERVICES FOR PERMITS PLUS TO ACCELA AUTOMATION UPGRADE

INTRODUCTION

The City of Santa Rosa is seeking qualified proposals for Project Management and Implementation Services to assist with the upgrade from Permits Plus to Accela Automation. Services should include all those listed herein or inferred by this RFP, to assist the City of Santa Rosa in its objective to implement Accela Automation, including migrating existing Permits Plus data and applicable processes, as well as implementing new features, business rules, reports, and integrations with Accela Automation. It is expected that the Accela Automation software and some specific implementation services will be provided directly by Accela, Inc. but the remaining services will be provided by the firm selected as a result of this RFP process.

It is the intent of the City of Santa Rosa to reduce risk, cost, and the amount of time it would take to complete this project solely in-house by partnering with a consultant who provides Project Management and Implementation services for Permits to Accela Automation implementations. The City of Santa Rosa would like to combine the internal expertise of its staff that knows the current system, and the City's business processes and future needs, with the experience of a consulting firm that has performed implementation work of a similar nature for other municipalities of similar size.

BACKGROUND AND GENERAL INFORMATION

Organization Overview

The City of Santa Rosa, a charter city with a population of over 150,000, was incorporated in 1868, is located 55 miles north of San Francisco and is the county seat of Sonoma County. The area provides local residents one of the highest quality living environments in California and is the center of commerce, government, and medical services for the North Bay and beyond. Regional, State and Federal offices and four general hospitals are located in the City. In addition, there are two centers for the arts, a museum, three libraries, 57 neighborhood and community parks and an ice arena. The City's proximity to the Pacific Ocean, San Francisco and the wine country make it a popular tourist destination. The local economy is balanced, with a variety of industries providing employment and generating tax revenues to support local government.

Overview of Permits Plus at the City of Santa Rosa

In 1996, the City of Santa Rosa implemented Permits Plus for land management. Permits Plus has been a reliable system that met the City's original requirements with respect to tracking and reporting of permitting processes. It is currently used by several departments, including Community Development, Fire, Utilities, Recreation and Parks, and Public Works. Over the past decade, permit tracking and land management processes at the City have changed as policies and procedures change, staffing levels fluctuate, and technology advances.

Unfortunately, the older technology platform of Permits Plus has not allowed the City to keep up with the changing times. It is apparent that upgrading to Accela's latest solution, Accela Automation, will provide the City with the current functionality provided by Permits Plus while allowing the City to take advantage of new industry-proven features, and addressing unmet needs, constituent expectations, and internal process improvements.

Current Use of Permits Plus

Permits Plus is currently being used by several departments throughout the City, including:

Community Development –

- Planning permits
- Building permits
- Code compliance
- Inspections (building related construction)
- Plan check
- Land use permits
- Encroachment permits
- Office Link (attached documents)
- Workflow
- IVR for customers to schedule appointments

Fire –

- Fire-related permits (e.g. sprinklers, special events, hazmat, fire alarms, etc.)
- Plan check for planning and building permits
- Inspections (Fire and building related)
- Office Link (attached documents)
- IVR for customers to schedule inspections

Utilities –

- Utility-related permits (e.g. tenant improvements, new hookups, modifications, etc.)
- Adding inspections to building permits to ensure utility fees are paid before the building permit is issued / finalized
- Office Link (attached documents)
- Workflow on building permits

Public Works –

- Encroachment Permits
- Office Link (attached documents)

Recreation and Parks –

- Building permits, to track the art in lieu fee

Project Drivers

The City of Santa Rosa has examined its current land management and permitting processes, and has as a result of these analyses, identified fundamental considerations that are driving it to focus on upgrading Permits Plus to Accela Automation. The following drivers represent some of the anticipated benefits and efficiencies to be realized as part of this upgrade effort:

- Seamless integration with the City's Geographic Information System (GIS) to provide a geographic starting point and view of all land-use, zoning, and infrastructure information associated with a parcel, permit, inspection or plan.

- Mobile inspections with off-line and auto-synch capabilities allowing for work to be completed even when there is no network access, including in remote areas and during disasters
- Enhanced cross-departmental workflow authoring capabilities
- Automated integration with the City's LaserFiche electronic document management system
- Expanded capabilities for applying and paying for permits and scheduling inspections through automated IVR (telephone) integration
- Automatic display of jobs closest to a field user's current location, helping to reduce unnecessary travel time
- Streamlined, real-time interaction between office and field staff, the public, businesses, and other key stakeholders
- Improved access to information and reporting at all levels of the organization, by making permits and other records available across departments, from a single central location
- Improved customer support for our citizens due to streamlined processes and self-service tools (Citizen web, mobile, and IVR features)
- Automated processes to verify that fees are collected for all permits on a parcel or project before finalizing or sign-off; thereby minimizing the risk of not collecting certain fees as sometimes happens today
- Provides field-based staff with the access to the same data, case histories, and maps as back-office staff – eliminating the need for multiple office visits for data lookup, entry, or calls in to staff
- Allows builders, contractors and developers a simpler way to apply and pay for all of their needed permits via a single online shopping cart from home or office, and access to their permits and applications from a smart phone, if desired
- New global search capability, allows users to execute wildcard and keyword searches to more easily locate information
- Provides field staff with the ability to take a photo, or access an existing image, in the field; then make annotations or comments on the image and upload it wirelessly to the main database or City's LaserFiche electronic document management system
- Web-based interface running from central server, rather than a Windows client on individual PC's, makes maintenance, troubleshooting, fixes, and upgrades much simpler
- Compliant with Section 508 of the Rehabilitation Act and supports the use of assistive technologies, enabling public users with sight impairments to benefit from 24/7 access

Anticipated Accela Automation Modules

It is anticipated that the following modules will be included in the City's Permits Plus to Accela Automation implementation project:

Accela Land Management	95 licenses
Accela Mobile Office	20 licenses
Accela GIS	40 licenses
Accela Citizen Access	154,212 licenses
IVR	most likely Selectron or TeleWorks

It is also anticipated that at least 62 compositions will need to be built in Accela Automation and 25-30 reports (currently developed with a combination of Crystal Reports and MS-Access) will also need to be migrated to Accela Automation using SQL Server Reporting Services (SSRS).

Current Project Staffing Overview

The anticipated City staffing for the project includes one Department Application Specialist with over fifteen years of Permits Plus experience who will be working on the Accela Automation upgrade while continuing to support the day-to-day Permits Plus operations. An I.T. Project Manager will be working on the project part-time. It is anticipated that staff from departments who will be using Accela Automation will be available to take part in planning meetings, and to assist with testing for their respective areas, although they will also need to continue focusing on their day-to-day job responsibilities, so their availability to the project will be limited. I.T. programming staff will also be available in a limited capacity to assist with work on interfaces.

It is expected that responses to this RFP take into account areas where additional staffing may be needed, and ensure that proposals discuss which services the consultant plans to provide to “fill the gap” versus suggesting that the City or Accela, Inc. provide those services.

SCOPE OF WORK

The City of Santa Rosa is seeking a consulting firm proficient in providing Project Management and Implementation Services to assist with the upgrade from Permits Plus to Accela Automation.

Optional Services

It is anticipated that Accela, Inc. will be providing the following services; therefore, these services do **not** need to be included in the consultant's proposal. However, if desired, these services may be discussed and included as “Optional Services” in the consultant's proposal. Note that optional services will not be considered as part of the overall scoring.

- Project Management for services provided by Accela, Inc.
- Installation and Setup of the following on City servers:
 - Accela Automation (AA), including report and document services
 - Accela Mobile Office (AMO)
 - Accela Citizen Access (ACA)
 - Accela GIS (AGIS), integrated with the City's ESRI GIS system
- Analysis, configuration and training for ACA
- Analysis, configuration and training for AMO
- Analysis, configuration and training for AGIS
- Interface with the City's LaserFiche document management system
- Interface with the State License Board

Required Services

The City envisions that work to be performed as a result of award of this RFP would be categorized in accordance with the components identified as follows. Proposals should include these tasks as part of the overall proposed work plan.

- **Project Management** – Provide Project Management services for the day-to-day implementation activities performed by the consultant's firm, and assist the City's Project Manager and Accela's Project Manager with Project Management activities related to all three organizations' implementation and acceptance tasks. The consultant's Project Manager will also need to work closely with the City's Project Manager and Accela's Project Manager to ensure that the project stays on-track and within the established budget. It is expected that the following additional tasks are also performed by the consultant as part of the overall Project Management responsibilities:

- Project Communications – Work with the City's Project Manager and Accela's Project Manager to create and execute a project Communications Plan that informs and engages project stakeholders, and reports upon important news, events, meetings, workshops, tasks, milestones, accomplishments, and issues related to the project.
- Change Management – Lead the Change Management process by providing leadership, guidance, and communications to the City by developing plans to quickly maximize user adoption and address cultural change brought about by the upgrade from Permits Plus to Accela Automation
- Project Status – Provide status updates and alert the City's Project Manager of potential areas of concern or areas where additional attention is required
- Meetings – Work with the City's Project Manager and Accela's Project Manager to prepare agendas for project status meetings that highlight plans and major issues. Also participate in meetings, as requested by the City
- Liaison – Act as a liaison, as requested by the City, between any and all vendors involved in the project
- Project Schedule – Provide regular updates to the Project Work Plan and Schedule
- Configuration Analysis – Provide services throughout the duration of the implementation to ensure quality and accuracy of processes, configurations, plans, and procedures
- System Configuration – Provide configuration services required to implement module(s) using best practices to meet the City's needs
- Permits Plus Data Conversion – Lead the City's Project Team and Accela's Project Team with the data conversion planning, development, testing, and execution process
- Custom Forms – Perform required services for designing and implementing custom forms
- Scripting – Perform scripting, as needed, to ensure the system is fully configured to meet the City's needs
- Reports – Work with management staff and end-users to identify and document report specifications; and provide services to develop reports using Microsoft SQL Server Reporting Services (SSRS)
- User Acceptance Testing – Lead the City's Project Team developing, documenting, and executing test script criteria to ensure complete and accurate functionality of the new Accela Automation system and corresponding interfaces
- Training – Develop curriculum and provide the following training
 - Administrator Training
 - Daily User Training (train the trainer approach)
 - Core Team Training
 - Database Schema / Reports Training
- Finance Integration – Work with I.T. Programming staff to integrate Accela Automation financial information with the City's in-house built CashTrack system (MS-SQL) to book financial transactions in the General Ledger
- IVR Integration – Provide assistance with the integration of Accela Automation and the City's IVR system

On-Going Production Support Services

- On-going Production Support assistance for 3 years after go-live. Provide information regarding the recommended on-going services to support the Accela Automation system after go-live, including services the consultant will provide in a remote and/or on-site capacity. If the amount and/or types of services vary from the first year through the third year, please discuss details in your response.

PROPOSAL PROCESS

Proposals must not exceed 25 pages, including any charts, graphics, brochures, datasheets, or other attachments and/or marketing materials, unless otherwise stated in the “RFP Response Requirements and Format” section. Proposals must be submitted in an electronic and hard-copy format. Hard-copies must include the original and five copies. The original hard-copy must be clearly marked and contain original signatures. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The services provided, qualifications, experience, and reference portions of the proposals may be weighted more heavily than the costs. Proprietary data or trade secrets should be clearly identified as such in your proposal.

RFP RESPONSE REQUIREMENTS AND FORMAT

Please use the following format to structure your RFP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to address all items will impact the evaluation and may classify the response as non-responsive and preclude it from further consideration.

Section	Title	Included as Part of 25-page Count
	Title Page	No
	Letter of Transmittal	No
	Table of Contents	No
1.0	Executive Summary	Yes
2.0	Legal Issues / Conflicts of Interest	Yes
3.0	City of Santa Rosa Contract Acknowledgement	Yes
4.0	Qualifications and Experience / References	Yes
5.0	Project Staffing	Yes
6.0	Technical Approach and Methodology	Yes
7.0	Cost Proposal	No

Title Page

The title page should include, at minimum, the following:

- Name of Project: Project Management and Implementation Services for City of Santa Rosa Permits Plus to Accela Automation Upgrade.
- Submitted by - Company's Name
- Date of Submittal
- Indicate “Original” or Copy x of 5 – “x” indicating the specific copy number for each of the 5 printed copies.

Letter of Transmittal

The transmittal letter will:

- Indicate the intention of the Bidder to adhere to the provisions described in the RFP without modification;
- Identify the submitting organization;
- Identify the person, by name and title, authorized to contractually obligate the organization;
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address;
- Explicitly indicate review and acceptance of the City of Santa Rosa sample contract, or make notation that exceptions or “deal breakers” have been identified and discussed in the 3.0 City of Santa Rosa Contract Acknowledgement section of the proposal;
- Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;
- Provide the original signature of the person authorized to contractually obligate the organization.

Table of Contents

The table of contents should outline Sections 1.0 thru 7.0, as described previously in this section.

1.0 Executive Summary

Consultant shall provide an Executive Summary that contains, at a minimum, a brief description of the major contents of the proposal. The Executive Summary should communicate the proposed services’ primary benefits to the City, including a description of the services proposed, covering the main features and benefits in non-technical terms.

2.0 Legal Issues / Conflicts of Interest

Proposals must include your firm’s background information on the following:

- Violations of federal, state or local regulations/laws within the past 3 years
- Pending or current litigation
- If none of the above applies, statements to that affect

3.0 City of Santa Rosa Contract Acknowledgement

The successful firm will be asked to sign a City of Santa Rosa contract substantially similar to the Exhibit C “City of Santa Rosa Sample Agreement”. Proposals should include a statement indicating the firms willingness/ability to sign this contract “as is,” including proposed insurance requirements, or detailing the reasons why they are not willing or able to do so.

4.0 Qualifications and Experience / References

Proposals must contain a statement as to qualifications of the proposing firm

- The Consulting firm must be able to conduct business legally in the State of California
- The firm must have a minimum of *two* (2) years of experience in providing similar services as outlined in this RFP

The Consultant’s proposal should convey significant experience in the following areas with respect to Permits Plus to Accela Automation upgrade services:

- Project Management
- Technical implementation and configuration services
- Training
- Report writing
- Business process evaluation and optimization

- Functional and technical requirements definition
- Cultural change management
- Scope management
- Real-time and batch integration to other computer systems
- Data conversions
- Quality controls
- Project scheduling
- Status reporting
- Project communications
- Cost management
- Application support

List any discontinued Permits Plus or Accela Automation projects which consultant has been hired to perform services in the past 24 months.

For two projects of a similar nature, give examples of either scope changes or additional services your firm provided that were not part of the original contract. Explain why the change was not a part of the original scope of work and why it was needed.

Consultant shall list companies or government entities that they have provided services to within the State of California during the past 24 months.

Additionally, use the Consultant References form in Exhibit A to provide a list of at least five governmental Permits Plus and/or Accela Automation system solution engagements in which your firm provided Project Management and Implementation services. Please list in chronological order, and include details for all of the requested information, including the name of the modules implemented, and your firm's role in the implementation or upgrade. Please discuss the overall success of the project, as well as any major issues confronted during the implementation.

Please note that an electronic copy of Exhibit "A" is available for download from the City's website at: www.srcity.org/bids. Select the appropriate bid number, scroll down to the interactive Excel document to download to your computer.

5.0 Project Staffing

Proposals must identify key personnel who will be assigned to the project, assuming a start date in the first quarter of 2013. An organization chart for the project shall be provided. The chart shall indicate how the consultant recommends structuring the project effort by identifying the key personnel from the consulting firm and how they will interact with key personnel from the City and Accela, Inc.

Each team member included in the project organization chart shall be identified by name, and a resume or detailed profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned.

For all proposed project team members, please also indicate other projects these individuals will most likely be engaged in at the time this project commences, as well as anticipated completion dates for those other projects, and how that may impact the amount of time the individuals will be spending on the City of Santa Rosa's implementation. Please also indicate the anticipated percentage of time each

team member will be dedicated to the City of Santa Rosa's implementation throughout the course of the project.

The specific staff identified in the original Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of the City and two weeks notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

The proposed project team members must meet the following criteria:

- The proposed Project Manager must have a minimum of *three (3)* years experience in providing Project Management services for Permits Plus and/or Accela Automation software upgrades and implementations for public entities – preferably for California municipalities.
- The other proposed project team members must have a minimum of *three (3)* years experience providing Permits Plus and/or Accela Automation implementation-related services for public entities.

6.0 Technical Approach and Methodology

Describe, in detail, the technical approach and methodology that will be used in implementing and completing the work defined in the Scope of Work. Consultant should fully explain how each component of the approach should be accomplished for the consultant, Accela, and for the City. This section should also include information describing how communications and cultural change will be addressed by the proposed technical approach; what approach will be used in reaching decisions, how issues will be managed; and how changes to requirements will be handled. This section should also explain how the Consultant's approach achieves the City's goals to reduce the amount of time it would take to complete the work in-house, reduce costs, and reduce risk.

Consultant should provide a detailed, estimated timeline for each major project milestone, assuming a start date of Q1 2013.

7.0 Cost Proposal

Cost Proposals must use the worksheet provided in Exhibit B. Proposals should include all costs associated with providing the services described in the Scope of Work on a not-to-exceed time and materials basis.

Please note that an electronic copy of Exhibit "B" is available for download from the City's website at: www.srcity.org/bids. Select the appropriate bid number, scroll down and select the interactive Excel document to download to your computer.

EVALUATION OF PROPOSALS AND NEGOTIATIONS

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a presentation to the evaluation panel in City offices in Santa Rosa, California, at no cost to the City. The City may request Best and Final offers. Based on the presentation and Best and Final offers, if requested, the panel will select the proposal which best fulfills the City's requirements. The City will negotiate with that firm to determine final pricing, and contract form. There will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Proposals will be evaluated on the basis of:

- Demonstrated technical approach and methodology to address the items identified in the Scope of Work
- Demonstrated qualifications and past experience of the firm providing Project Management and Implementation services for similar Permits Plus to Accela Automation upgrades
- Qualifications of the proposed project team / personnel who will be assigned to the City
- Responsiveness to the requirements of this RFP, including the willingness / ability to sign a City of Santa Rosa contract "as is."
- Total proposed cost of service
- References

CITY CONTACTS

All proposals, offers and counter offers will be extended through the City Purchasing Agent whose name, address and telephone numbers are shown below and in **REQUIRED DATA FORMS: Designated Contacts**. Any negotiations may be conducted by the Purchasing Agent or another party as noticed by the Purchasing Agent. Award will be by City Council Motion. No other officer or agent may obligate or bind the City. In **REQUIRED DATA FORMS: Designated Contacts**, firms will designate, by name, who will receive offers and counter offers. The person named will be an authorized agent of the firm able to conduct negotiations or written offers in good faith. For questions or additional information, please contact the appropriate individual listed below, preferably by email.

Proposal Process and Delivery of Proposals	Scope of Work
Jim Wright Purchasing Agent (707) 543-3706 jwright@srcity.org	Brian Tickner I.T. Application Services Manager (707) 543-4370 btickner@srcity.org

ESTIMATED SCHEDULE

November 5, 2012	Release RFP
November 26, 2012	Final Day to Submit Questions
December 5, 2012	Proposals Due
December 17-20, 2012	Panel Evaluations and Proposal Scoring
January 8-10, 2013	Presentations to the Panel in Santa Rosa, CA
February, 2013	Award
March, 2013	Start of Work

GENERAL PROVISIONS

Proposals: Firms are required to submit a proposal on **all** bid items. Proposal submittals which do not have all items bid will not be considered.

Cash discounts must be shown on proposal; otherwise, prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

The City of Santa Rosa requires a “not-to-exceed” price contract for this procurement. The bidder is expected to complete the statement of work within the negotiated price.

In case of default by the firm, the City of Santa Rosa may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the firm, the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Santa Rosa.

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.

All proposals must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Proposals:

1. Your completed response must be received no later than 5:00pm Pacific Time, December 5, 2012, at the offices of the City of Santa Rosa - Purchasing Office, 635 First Street – 2nd Floor, Santa Rosa Ave, Santa Rosa, California 95404. ***Late bids will not be accepted.*** Each proposal must be sealed and submitted with a proposal number, closing date and time on the outside.
2. Your proposal should be limited to a maximum of 25 pages, with no smaller than a 10 point font. Proposals exceeding the 25-page count may be scored lower than those that comply. Responses to all Exhibit sections in this RFP must be completed using the templates provided by the City – which can be downloaded via the “Open Bids and Bid List Application” link on the City’s website. Your response must be submitted in an original plus 5 numbered and bound paper copies to the City. The original must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.
3. In addition to the paper copies requested above, please submit an electronic copy of your entire RFP response (including Excel Cost and References worksheets) on CD-ROM utilizing Microsoft Office (e.g. Word, Excel, Schedule).
4. Information must be furnished complete, in compliance with the terms, conditions, provisions and specifications of the Request for Proposals. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis.
5. Accordingly, the City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.
6. Proposals and modifications or corrections received after the closing time specified will not be

considered.

7. Proposals shall be for the total net price including all applicable taxes, shipping, and charges.
8. All forms and questionnaires must be completed using the electronic versions provided with this RFP.
9. No telegraphic, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.
10. If you choose not to bid, please return this Request for Proposals and state reason, otherwise your name may be removed from our mailing list.
11. All proposals, offers and counter offers will be extended through the City Purchasing Agent whose name, address and telephone numbers are shown in the "Designated Contacts" section. Any negotiations may be conducted by the Purchasing Agent or another party as noticed by the Purchasing Agent. Award will be by City Council Motion. No other officer or agent may obligate or bind the City. In the Transmittal Letter, vendors will designate, by name, who will receive offers and counter offers. The person named must be an authorized agent of the firm able to conduct negotiations or written offers in good faith. For questions or additional information, please contact the appropriate individual listed in "Designated Contacts", preferably by email.
12. Please submit/forward all questions and matters relating to this RFP to the contacts listed in the "Designated Contacts" section.

Proposal Postponement and Addendum: The City of Santa Rosa reserves the right to revise or amend the specifications or any other part of the proposal up to the time set for opening. Such revisions and amendments, if any, shall be announced by addendum to this solicitation. Copies of such addendums shall be furnished to all prospective bidders. Prospective bidders are defined as those listed on the City's Request for Proposals list for this material / service or who have obtained this document subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City shall enable bidders to revise their proposals. In any case, the proposal opening shall be at least five working days after the last addendum; and the addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

Single Proposal Response: If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Proposal Withdrawal: After the proposals are opened, proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the bidder's authorized representative in person, or by written telegraphic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office of the Purchasing Agent indicated on the **REQUIRED DATA FORMS: Designated Contacts** page of this Request for Proposals no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such message is confirmed by a copy of the telegram.

Firm's Investigation: Before submitting a proposal, each firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the consultant will rely. If

the firm receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the firm for additional compensation.

Competency of Firms: No proposal will be accepted from or contract awarded to a firm: (1) who is not licensed in accordance with the law, (2) who does not hold a license to perform work under this contract to whom a proposal form has not been provided and (3) who has not successfully performed on projects of similar character and scope. Before the award of any contract, the firm may be required to show to the complete satisfaction of the City that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally at a minimum, the firm history and references are required. The City may make reasonable investigations deemed necessary and proper to determine the ability of a firm to perform the work. The firm shall furnish the City all information requested for this purpose.

Award: The City of Santa Rosa reserves the right to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the City. The City intends to award to a single consultant.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors.

Notice of contract award, if contract be awarded, will be made within ninety (90) days of opening of proposals to the consultant, whose proposal complies with all the requirements in the Request for Proposals and is found to be the best value to the City.

Consultant shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the City of Santa Rosa sample agreement Exhibit C.

The consultant shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the City and consultant has received notice to proceed in writing and an executed copy of the contract from the City of Santa Rosa Purchasing Agent.

Payments: Payment will be made on a calendar-month basis in arrears. The firm shall submit invoices to:

Attn: Brian Tickner
City of Santa Rosa
90 Santa Rosa Ave, 2nd Floor
Santa Rosa, CA 95404

In the event this contract becomes effective or terminates during the course of a month, the amount paid to the firm for the part-month shall be determined by prorating the amount on the basis of the number of calendar days involved.

In connection with any cash discount or interest specified on this proposal, time will be computed from the date correct invoices are received. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

Contract Administration: Except as otherwise specifically provided in this Request for Proposals and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope in the United States mail. (**See REQUIRED DATA SECTION.**)

Retention of Records: The consultant shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the City for inspection at the City's request for a period of four (4) years.

Non-Collusion Affidavit: The consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any consultant or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the consultant or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Proposal Contents: This proposal consists of the Request for Proposals, Provisions, Specifications, Attachments, Enclosures and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

REQUIRED DATA FORM

Designated Contacts

REQUIRED DATA

Designated Contacts: Bidders are required to indicate in the space provided below, the designated contact individual's name and address as requested in the City Contacts provisions of the Request for Proposals.

<u>CITY OF SANTA ROSA</u>	<u>CONSULTANT</u>
Proposal Process and Delivery of Proposals	
Jim Wright	
Purchasing Agent	
Purchasing Office	
635 First Street, 2 nd Floor	
Santa Rosa, CA 95404	
707-543-3706 Voice	
707-543-3703 Fax	
jwright@srcity.org	
Scope of Work	
Brian Tickner	
I.T. Application Services Manager	
City Hall Annex	
90 Santa Rosa Ave – 2 nd Floor	
Santa Rosa, CA 95404	
707-543-4370 Voice	
707-543-3126 Fax	
btickner@srcity.org	

EXHIBITS

Exhibit A – Consultant References

In addition to addressing the items conveyed in Section 4.0 Qualifications and Experience / References, the Consultant References Worksheet must also be completed. The Consultant References Worksheet is provided in Microsoft Excel and should be downloaded separately from the City's website.

Exhibit B – Cost Proposal Worksheet

The Cost Proposal Worksheet is provided in Microsoft Excel and should be downloaded separately from the City's website. If additional space is needed to provide clarifications for any costs conveyed in the Cost Proposal Worksheet, please include those additional details as part of your overall response to the Costs section.

Additionally, please provide clarifying detail for Travel and Expenses in the Costs section of your proposal.

Exhibit C – City of Santa Rosa SAMPLE AGREEMENT

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH [NAME OF CONSULTANT]
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____day of_____, 2012, by and between the City of Santa Rosa, a municipal corporation ("City"), and [add consultant's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises, LP", or "John Smith, dba Smith Consulting"] a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation," or a "Delaware Limited Liability Company," or a "Nevada Limited Partnership," or a "sole proprietor"], ("Consultant").

R E C I T A L S

- A. City desires cost allocation plan services.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the cost allocation plan services described with further particularity in the CITY's Request for Proposals 12-39 Project Management and Implementation Consulting Services for Permits Plus to Accela automation Upgrade dated November 5, 2012, CONSULTANT's proposal dated_____, of which are attached hereto as Exhibits A and B (in order of precedence) which are incorporated by reference as though fully set forth, and in accordance with the provisions of this Agreement. Exhibits A and B are attached hereto solely for the purpose of defining the manner and scope of services to be provided by CONSULTANT hereunder and are not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit B that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – "ten-thousand, five-hundred dollars and no cents (\$10,500.00)."] The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or

relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:
Brian Tickner
I.T. Application Services Manager
City of Santa Rosa
90 Santa Rosa Ave – 2nd Floor
Santa Rosa, CA 95404
707-543-4370 Voice
707-543-3126 Fax
btickner@srcity.org

Consultant Representative:

[Include name of Project
Manager]
[Include Address Phone and Fax
No.]

9. INDEPENDENT CONTRACTOR

The parties intend that Consultant, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Consultant, including Consultant's employees, shall not be considered agents or employees of City. Neither Consultant nor Consultant's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the City for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than _____.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Office of the City Attorney

Title: _____

By: _____

Print Name:_____

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A – Consultant references

Exhibit B – Consultant cost proposal worksheet

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR AGREEMENTS FOR
PROFESSIONAL SERVICES**

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Response to Request for Proposal RFP 2-39

Project Management and Implementation Services
for City of Santa Rosa Permits Plus
to Accela Automation Upgrade

Submitted by IK Consulting, LLC
December 3, 2012

Consulting

P.O. Box 17761 Tucson, AZ 85731

Phone: (520) 891-5376 or (520) 891-5319

Fax: (520) 733-6282 admin@ikcpartners.com

December 3, 2012

Mr. Jim Wright
Purchasing Agent
City of Santa Rosa - Purchasing Office
635 First Street, Second Floor
Santa Rosa, CA 95404

Attached please find our response to The City of Santa Rosa's Project Management and Implementation Consulting Services for Permits Plus to Accela Automation Upgrade - Request for Proposal, RFP 12-39.

This response is provided by IK Consulting, LLC after careful review and consideration of the provisions described in the RFP – with our intent to adhere to these provisions without modification.

IK Consulting, LLC has reviewed and accepted the City of Santa Rosa sample contract with specific exceptions related to the insurance section. These exceptions are identified in 3.0 City of Santa Rosa Contract Acknowledgement section of the attached proposal.

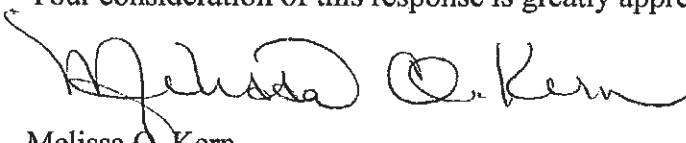
The attached proposal is valid/firm for 180 days from proposal due date, or from date of the last best and final offer, which ever is later.

The persons authorized to contractually obligate IK Consulting, LLC for this response are: Melissa Kern, Managing Partner/Owner or Constance Ingram, Managing Partner/Owner.

Any questions you may have can be addressed to the Project Manager:

Melissa Kern
Managing Partner/Owner
P. O. Box 17661
Tucson, AZ 85731
(520) 891-5376 (office), (520) 733-6282 (fax)
missy.kern@ikcpartners.com

Your consideration of this response is greatly appreciated.



Melissa O. Kern
Managing Partner/Owner
IK Consulting, LLC

Table of Contents

1.0	Executive Summary.....	1
2.0	Legal Issues / Conflicts of Interest.....	3
3.0	City of Santa Rosa Contract Acknowledgement	3
4.0	Qualifications and Experience / References	4
5.0	Project Staffing	14
6.0	Technical Approach and Methodology.....	16
7.0	Cost Proposal.....	20
	Required Data Form: Designated Contacts.....	23
	Exhibit A – Staff Resumes	24

1.0 Executive Summary

IK Consulting, LLC is pleased to submit our response to the Santa Rosa's Request for Proposal for Project Management and Implementation Services Permits Plus to Accela Automation Upgrade.

Overview of RFP Request

The City of Santa Rosa is seeking a qualified consultant for Project Management and Implementation Services to assist with all aspects of the upgrade from the legacy Accela Permits Plus to the Accela Automation web based platform. The qualified firm would be tasked with assisting the City of Santa Rosa with the implementation of Accela Automation, including the migration of the legacy Permits Plus data, and all applicable processes, as well as the implementation of new features, business rules, reports, and integrations with the new Accela Automation product. It is the City's desire to combine the internal expertise of its staff that knows the current system, and the City's business processes and future needs, with the experience of a consulting firm that has performed implementation work of a similar nature for other municipalities of similar size.

The consultant would be responsible for Project Management, Configuration Analysis, System Configuration, Permits Plus Data Conversion, Custom Forms, Scripting, Reports, User Acceptance Testing, Technical and User Training, Financial System and IVR Integrations, as well as Production Support, and on-going support for 3 years, post go-live.

Proposed Services

IK Consulting has been working with the City of Santa Rosa since September, 2002. Our knowledge of your current Permits Plus system, the Accela Automation system, along with our 25+ years/each experience working within governmental jurisdictions in the Land Development industry, is unmatched by any other consulting firm. Additionally, the timing of the project start date works well with our current Permits Plus to Accela Automation implementations completion dates, allowing focus to be placed on the City of Santa Rosa project.

The proposed IK Consulting services would include:

- Project Initiation – project kick-off, and all project documents such as Statement of Work, Status Reports template, Project timeline and Project Charter for communication protocol.
- Configuration Analysis – work closely with City designated staff to evaluate the City's current processes, and best practice for the setup and design within Accela Automation. This includes evaluation of all aspects of a record, including workflow, statuses, inspections, fees, application intake forms, user defined data collected, and staff involved with each are of the process.
- System Configuration – configuration of Records within Accela Automation in accordance with requirements established and agreed upon during the

execution of the Configuration Analysis. Record types may be permits or licenses; the exact mix will be determined during Configuration Analysis. All records to be configured based upon best practices within Accela Automation, and the City's needs.

- Forms and Console Design – use the completed configuration and standard best practices as a starting point for the desired look and feel of Accela Automation Forms and Consoles, which dictates the individual user experience within Accela Automation (aka V360 user interface). Customize based on Module and/or User Group needs.
- EMSE Scripting – work with key City project stakeholders to identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development and/or Expression Builder, as dictated by the business rules/processes to be automated. Identify desired EMSE functionality, and subsequently will help prioritize the scripting needs.
- Permits Plus Data Conversion – review of legacy data, to determine any potential clean up issues that need to occur, prior to migration of the Permits Plus data, and cleanup as necessary. Conduct training on the Data Mapping Tool to allow the City to assist with the data mapping efforts, since the City is the expert on its own data. Lead the City's team in the execution of the conversion, and the testing of the migrated data.
- Reports Analysis and Development – work with staff to identify reports to be created by IK Consulting. Creation of a report design specification documents that will be created jointly by the City and IK Consulting staff. Use of that document is key in the creation of the report, and will be used as a basis for determining completion and approval of the reports.
- User Acceptance Testing – provide assistance to allow the City to accept that the configuration meets definitions in all the deliverables by assisting in the testing and validation of the configuration and its readiness to be migrated to production for active use. Transfer of the system configuration and any required data from Test to Production.
- Financial Export Interface – work with the City's staff to integrate the financial information with the City's CashTrack system, to transmit the financial transactions to the General Ledger.
- IVR Interface Assistance – provide support/assistance to selected vendor with their integration to Accela Automation to manage the scheduling and processing of inspections by the public.
- Training – develop and provide training in the areas of Core Team, Administrator, Database Schema and Reports, and Daily User Training (provided in a Train-the-Trainer format).
- Production Support – in the weeks prior to moving to Production, we will assist in final data conversions, system validation, staff preparation assistance and training, as well as coordination of deployment. Staff members will be on site for the migration weekend and on site the full week of go-live, for full time support.

- Post-Production Support – within the month after deployment, IK Consulting will provide post production support to facilitate the correction of identified items. Additionally, a proposal for 3 years of post deployment has been included, for the continued support and/or enhancement of the Accela Automation processes, and the possible implementation of new processes, as deemed necessary by the City.
- Project Management – work closely with City Project Manager and Accela, Inc. Project Manager on all activities related to the City's implementation and acceptance of tasks. Project Manager services are provided throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables, timelines and established budget, as outlined in the Statement of Work, established jointly between IK Consulting and the City.

2.0 Legal Issues/Conflicts of Interest

Violations of federal, state or local regulations/laws within the past 3 years:

- None

Pending or current litigation:

- None

IK Consulting has never had any violations of federal, state or local regulations or laws, pending or otherwise.

IK Consulting has never been involved in any litigation, pending or otherwise.

3.0 City of Santa Rosa Contract Acknowledgement

IK Consulting, LLC has reviewed and accepted Exhibit C "City of Santa Rosa Sample Agreement" as is; including proposed insurance requirements with the following exceptions related to the insurance section:

- IK Consulting is not required to have worker compensation as we do not have employees. IK Consulting instead manages work and overhead through the use of contract staff; which do not fall into the workers compensation requirement.
- IK Consulting is insured through Hartford Insurance. Hartford uses their own forms and it is unknown if these forms match the required CG ISO forms. The forms that Hartford uses are not changeable if they do not meet the CG ISO requirements. IK Consulting has been doing work with the City of Santa Rosa since 2002. To date the City has not had any problems/issues with the Hartford Forms.

- The Endorsement statement will not work for the insurance company as it requires that the certificate holder be notified **prior** to the policy being cancelled. We would need this requirement changed to not require **prior** notification, as the insurance company would not necessarily have prior knowledge of a company's intent to cancel.
- Under Section D; defense costs are within the policy, not outside of the policy.

4.0 Qualifications and Experience / References

IK Consulting, LLC is registered with the State of California Secretary of State, file number 200731710042; and can therefore conduct business legally in the State of California.

IK Consulting is an experienced services company with staff that has been working with a variety of permitting products including Permits Plus, Accela Automation, City Works, BluePrince, and Parcel Management Systems since 1995. Having worked with over 50 jurisdictions, IK Consulting offers highly skilled and experienced staff in the areas of: system analysis, configuration (including items such as workflow, inspections, forms, events, scripts, user defined data, etc), data conversion, reports, testing and training as well as outside system integration as desired (IVR, Mobile Solutions, Financial Systems, etc).

The IK Consulting team of professionals has over 25 years of unmatched experience working in the building permit industry. We work closely with Client staff to ensure a timely, well managed, and successful project.

IK Consulting has evaluated, defined requirements, and implemented countless permitting processes, for Building, Code, Planning, Fire, Wastewater, Health, Engineering and Business License departments/divisions.

The IK Consulting management team has thousands of hours of successful project management experience. This experience includes the upfront project communication plan and project schedule; along with continued management of these documents throughout the life of the project. IK Consulting's experience also includes facilitation of regular status meetings, project status reports and acting as a liaison between all vendors and key personnel to facilitate successful implementations.

While our individual solutions certainly compete with other consultants in the industry, the real value to our customers lies in the depth and breadth of our total understanding of the permitting and land development business. As an Accela Certified Partner, combined with our years of experience in the industry, our implementation methodology provides leadership to facilitate the best migration path. This methodology allows us the ability to maximize the use of our knowledge

of both Permits Plus and Accela Automation and ensure a smooth transition and learning process for all staff.

IK Consulting has been working with Permits Plus to Accela Automation Upgrades for more than 5 years. Our experience includes:

- **Project Management:** Creation of a Project Statement of Work, Project Management Plan, Project Kickoff, setup of a SharePoint site for transfer of information, regular staff meetings and status reports, change order management, resource management, and facilitation of all vendor and staff relationships.
- **Technical implementation and configuration services:** Work with Accela, Inc. and jurisdiction to coordinate the setup and install of all software and technical pieces of the implementation. Configuration of system settings and necessary modules; activation of necessary standard choices for system utilization.
- **Training:** Have provided extensive Automation classes in the areas of Core Team (including a specific comparison between Permits Plus functionality and Accela Automation functionality), Administrator Training, V360 Administrator Training, User Training, Accela Mobile Office Training, Database Schema Training, Report Writing Training and Data Mapping Tool Training. The Training Team at Accela utilizes the services of IK Consulting to train Accela clients, when the Accela team is already committed elsewhere.
- **Report writing:** Have provided well over 2,000 hours of reporting services to jurisdictions including report needs analysis, specification writing, report development, deployment, testing and training, utilizing Crystal Reports, SSRS and most recently, the new Accela Adhoc Reporting tool.
- **Business Process evaluation and optimization:** Utilize best practices to review and understand existing business processes that are intended for migration, review the developed business process as a basis for configuration, assist the agency in streamlining existing business processes for best fit into Accela Automation, collect associated employee rolls and identify user group setups, review intake requirements for each process, review the output requirements (documents/letters/reports), review fees, fee schedules and collection procedures for each process, review all required inspections and inspection results.
- **Functional and technical requirements definition:** Utilize best practices to configure the required Accela Portlets for each major user group, provide recommendations on Quick Queries (Quick Reports in Automation), provide recommendations on Smart Charts (Management Dashboards), obtain and configure functional requirements for user consoles, user defined forms, user defined menus, navigation options and user group security requirements

- Cultural change management: Work with the key staff selected by the jurisdiction from the inception of the project, providing leadership and guidance on best practices and opportunities available when migrating from Permits Plus to Accela Automation. That starts with an in-depth hands-on two day Core Team training session. In training provided by IK Consulting, we incorporate specific comparisons between the Permits Plus and Accela Automation products. As we progress through the implementation, we work closely with key assigned staff to insure that they start getting comfortable with the terminology and structure of Accela Automation, by utilizing a test environment to demonstrate key features and options. At many points throughout the implementation, we have hands on review and testing, further providing a comfort level with Accela Automation. As the project unfolds, the key team members become instrumental and experts in the areas they function, providing a strong leader in each functional group for a much easier transition for other staff members.
- Scope management: As projects progresses and staff identify items they would like to see incorporated into Automation, the Project Manager must determine the overall affect on the project. This management includes a full understanding of the Statement of Work, making sure to determine and carefully manage the overall project scope. Taking into account the need of the jurisdiction, as well as any possible time delays or financial impacts such a change might have on the overall project, IK Consulting works to coordinate and facilitate such changes with management and Accela.
- Real-time and batch integration to other computer systems: Entry of the same data within multiple systems is never desired. It can cause many issues, most importantly being the possible incorrect reentry of the data. With our experience and expertise in the database schema and table structure, we have been successful at exporting data and/or working with other vendors to pull queries or create views of data, which the other vendor can utilize for importing and/or appending data in another system.
- Data conversions: IK Consulting is Accela's only Permits Plus certified partner, making our knowledge of the Permits Plus database unmatched with any other consultant. Accela provides data migration tools, which allow data to be mapped and moved from one platform to another. A full understanding of Permits Plus data is necessary to be successful at properly mapping the legacy data. We provide Data Mapping Training classes for jurisdictions that elect to assist with the data mapping process. We have also run custom conversions, outside the tool, to move data that is outside the standard functionality of the provided migration tool. For data integrity purposes, we run test conversions, to insure data is moving and behaving as expected.
- Quality controls: The quality of the outcome is only as good as the effort that goes into the process, and the product details. On many levels, queries and reports are run to ensure best practices and consistent practices are used, across an organization. For migration and testing purposes, real life

cases are used and duplicated to ensure that the quality of the entire product holds up to the tests.

- **Project scheduling:** An initial Project Plan is established with staff during the Project Initiation phase. The Project Plan is reviewed regularly, and adjusted, as necessary. Sometimes items need to be adjusted and/or moved around, due to resources associated to the project. Flexibility and the ability to keep the project moving in a forward direction with whatever resources we have, is always the goal. The scheduling of rooms and staff (both IK Consulting staff, and jurisdiction staff) is handled up front, so that we ensure availability of both resources, prior to completing a Project Plan (and if adjusted, the coordination of such is taken into account).
- **Status reporting:** Regular weekly or bi-weekly meetings are held with the Core Team, and monthly meetings are held with the Management Team to communicate all aspects of the project. Meeting notes are taken, and provided on a weekly status report which dictates the items discussed during any meetings, as well as the current status and progress of each deliverable item. This status report is uploaded on a weekly basis, along with any Project Plan changes, to the established SharePoint site for ease of information transfer.
- **Project communications:** Establish a Communication Plan during the Initiation phase. This plan includes all items related to the definition on how communication shall occur, such as project logistics including escalation, status reporting, issue/risk management, work locations, and more.
- **Cost management:** Project management includes the administration and assignment of hours for each deliverable item. Maintaining the target dates, along with the workload and remaining hours is required for a successful implementation. If the work requested is outside the Scope of Work, identifying that immediately allows a project to stay on track, and on scope for both work as well as financial resources.
- **Application support:** Support is provided throughout the timeline of the project. As each phase of the project approaches, a detailed session and/or actual training class will occur (depending on the phase that is about to start). We administer these types of sessions to better prepare the team for what the expected input and outcome is desired. These sessions allow the team members to ask questions, and allow us the opportunity to transfer knowledge and experience, to provide for a better overall success of a project. Continued support of each deliverable continues through the deliverable, to ensure staff stays on track with the task, according to best practices and best implementation methodology. At time of implementation, IK Consulting provides at least two staff members on site for at least one week. The migrations occur the weekend before full implementation, and staff is on site for that process (it is not managed remotely). Following a successful "go live" week, post implementation support is offered remotely for thirty days. At that time, assuming there are no outstanding items that hinder us for progressing, we setup a meeting and facilitate the transition of support to the Accela Customer Resource Center (CRC). The turnover to

the CRC does not mean that support is no longer offered by IK Consulting; however, it introduces the upgraded jurisdiction to the resource that is provided to them, by Accela, Inc., as a part of the maintenance contact held.

IK Consulting has been very successful with implementations over the years, and has never had a Permits Plus, nor Accela Automation project discontinued, due to IK Consulting functional or technical capabilities. Over three years ago, however, we did have a client sign a contract for a large Workflow implementation project, with a time limit for payment and implementation. In the midst of that project, the client had to stop progress due to major staffing and personnel layoffs and the retirement of their lead personnel assigned to the project. Due to contractual terms, they were forced to fulfill the payment terms, even though the project was delayed on their part. That delay took them past the contract time, thus causing them a loss of hours that were paid for. Because customer satisfaction is our number one goal, we extended the time limit, and allowed the City to utilize many of those pre-paid hours for other Permits Plus related needs, which was not contractually required on our part. Although this is outside the time frame scope requested for examples, it's listed to convey our desire to make sure the customer is provided with the service(s) they need, and is happy with the outcome.

Although efforts are made to evaluate the needs of an agency to create an accurate Statement of Work, there are times when change orders are necessary. IK Consulting started a five module (departments) upgrade from Permits Plus to Accela Automation for the City of Fort Worth, TX in February, 2012. As a part of that implementation, the City was responsible for 27 Record Types, which was broken into two groups; IK Consulting was responsible for 65 Record Types, broken down into three groups. During the project, the City had two key staff members out due to unexpected medical issues. This caused a resource issue for the City, and they approached IK Consulting, and asked if we could take on 14 of their Record Types (the entire second group of Records). We processed a change order, and took on the analysis and configuration of an additional 14 Record Types. So not to further impact the schedule, more so than the unexpected absence was already going to, IK Consulting assigned additional staff members to the new records, so the originally assigned staff was not held up with the new record configuration. We are currently configuring those records, and expect acceptance by the end of December.

In November, 2011, IK Consulting was approached by Accela, Inc. to assist with reports defined within a change order for San Diego County, CA (an Accela implementation, managed by another Accela partner). Unfortunately, we do not have an explanation behind the need for the change order, as it was not a project under our management. We simply know that a large change order was processed for additional reports specifications and configuration of SSRS reports for the County. Accela completed the change order with the County, and then entered into a contract with IK Consulting, LLC for "Reports Specifications, Development and Testing". Four staff members from IK Consulting were placed

on the project, and assigned specifications and reports for several months, prior to implementation.

IK Consulting has a large client base within the State of California. Below is a list of companies or government entities that we have provided services to within the State of California during the past 24 months:

- Accela, Inc.
- City of Buena Park
- City of Big Bear Lake
- City of Chico
- City of Chino
- Calaveras County
- City of Hesperia
- Imperial County
- City of Laguna Niguel
- City of Palmdale
- City of Rancho Mirage
- City of Santa Rosa
- San Bernardino County
- Town of Truckee
- City of Vista
- City of West Sacramento
- City of Yorba Linda
- California Coastal Commission
- City of Berkeley

Attached are references from five Permits Plus and/or Accela Automation upgrade clients, as requested. IK consulting has been a participant in many implementations, and has conducted training for many Accela staffed and other partner staffed projects. It is our desire that we work closely with Accela, Inc. to create a unity within the project team, as well as work together toward the overall success of an implementation.

CONSULTANT REFERENCES

Use this Consultant References template to list five (5) references, at least two (2) of which should preferably be from California cities or agencies where Permits Plus and/or Accela Automation services were provided, that most closely reflect projects with similar scope of work as described in this RFP. These references should be sites at which the software has been *fully implemented* within the past 5 years.

Consultant Name: IK Consulting, LLC

Reference #1

Name of Government Entity:	City of Peoria, AZ		
Number of Employees: *	750	Citizen Population:	154,065
Address:	8401 West Monroe St. Peoria, AZ 85345		
Contact Name:	Lauren Lupica	Contact Title:	Project Manager III (now at Mesa, AZ)
Contact Telephone:	480-205-9319	Contact Email:	Lauren.lupica@mesaaz.gov
Consultant Project Manager:	Melissa Kern	Other Consultant Team Members Engaged in Project:	Connie Ingram
Summary of Project, including Consultant's Role:	<p>The start of the contract in 2002 included implementation of the Engineering Department as a new department in Permits Plus. Thereafter, a contract was engaged for assistance with Permits Plus for all departments, including Building, Planning and Engineering, and continued enhancements. In 2007, Melissa Kern was a part of the core team to move the City from Permits Plus to Accela Automation, with her focus assigned to the Engineering Department records and migration. Towards implementation, responsibility also included Building and Planning assistance, as a key team member resigned, leaving a gap in resources. Tasks included analysis, configuration/design, testing, reports, and training.</p>		
Total Amount of Consultant Contract:	From 2007 thru 2010 (AA): ~ \$213,700	Service Dates:	May 2002 thru December 2010
Software Product (including Modules) Implemented:	<p>Accela Permits Plus Engineering category; supported Building and Planning categories (modules);. Upgrade to Accela Automation, including Building, Fire, Engineering, Code and Planning modules.</p>		

Reference #2

Name of Government Entity:	San Bernardino County, CA		
Number of Employees: *	17,395	Citizen Population:	2,065,377
Address:	825 E. Third Street San Bernardino, CA 92415-0835		
Contact Name:	Richard Cho	Contact Title:	Automated System Analyst I
Contact Telephone:	909-387-8099	Contact Email:	Richard.Cho@dpw.sbcounty.gov
Consultant Project Manager:	Connie Ingram	Other Consultant Team Members Engaged in Project:	Melissa Kern
Summary of Project, including Consultant's Role:	Permits Plus assistance with Transportation and Public Works departments. Includes creation of compositions, scripting, fees, inspections, workflow, approvals, and documents. Also created and maintain an extensive reporting module for outside reporting needs.		
Total Amount of Consultant Contract:	~ \$26,000; Ongoing	Service Dates:	August 2005 to Current
Software Product (including Modules) Implemented:	Accela Permits Plus, including Transportation and Public Works categories (all modules, including Composer, Inspections, Reports, Administrator, and Permits). Occasionally assist with other departments, like Building, if requested.		

Reference #3

Name of Government Entity:	Laguna Niguel, CA		
Number of Employees: *	65	Citizen Population:	63,940
Address:	30111 Crown Valley Pkwy Laguna Niguel, CA 92677		
Contact Name:	Erich List	Contact Title:	Associate Planner
Contact Telephone:	949-362-4300	Contact Email:	EList@cityoflagunaniguel.org
Consultant Project Manager:	Connie Ingram	Other Consultant Team Members Engaged in Project:	Melissa Kern
Summary of Project, including Consultant's Role:	Permits Plus assistance with Building, Planning and Public Works departments. Includes creation of compositions, scripting, fees, inspections, workflow, approvals, and documents. Also created and maintain an extensive reporting module for outside reporting needs. Currently, Laguna Niguel is in the process of an RFP, to move to a web based product. Accela, partnered with IK Consulting, recently made the short list to implement Accela Automation.		
Total Amount of Consultant Contract:	~ \$60,000; Ongoing	Service Dates:	March 2006 to Current
Software Product (including Modules) Implemented:	Accela Permits Plus, including Building, Planning and Public Works categories (all modules, including Composer, Inspections, Reports, Administrator, and Permits).		

Reference #4

Name of Government Entity:	Washington County, MD		
Number of Employees: *	5569	Citizen Population:	148,203
Address:	80 W. Baltimore St. Hagerstown, MD 21740		
Contact Name:	Angela Smith	Contact Title:	Building Official
Contact Telephone:	240-313-2468	Contact Email:	angsmith@washco-md.net
Consultant Project Manager:	Melissa Kern	Other Consultant Team Members Engaged in Project:	Connie Ingram
Summary of Project, including Consultant's Role:	Permits Plus assistance with Building, Planning and Engineering departments. Original contract included assistance with Building and Planning compositions to correct/enhance compositions, scripts, fees, inspections, workflow, approvals, and documents. Also created an external module for reporting needs. Second contract consisted of new implementation of all processes for the Engineering department, including creation of compositions, scripts, fees, inspections, workflow, approvals, documents, reports and training.		
Total Amount of Consultant Contract:	\$24,500	Service Dates:	May 2008 to 2010
Software Product (including Modules) Implemented:	Accela Permits Plus Engineering category; supported Building and Planning categories (all modules, including Composer, Inspections, Reports, Administrator, and Permits).		

Reference #5

Name of Government Entity:	Reedy Creek Improvement District, FL (Jurisdiction which manages DisneyWorld, FL)		
Number of Employees: *	587 (direct and contract)	Citizen Population:	39 residents between 2 Cities; 16 million visitors annually
Address:	1900 Hotel Plaza Blvd. Lake Buena Vista, FL 32830		
Contact Name:	Ella Hickey	Contact Title:	Data Systems and Office Supervisor
Contact Telephone:	407-828-3096	Contact Email:	ehickey@rcid.org
Consultant Project Manager:	Melissa Kern	Other Consultant Team Members Engaged in Project:	Connie Ingram, Chris Hanson, Brittnee Davis, Lynn Larson and Janene Urias
Summary of Project, including Consultant's Role:	Permits Plus assistance for the Building and Safety department, including Accela Wireless (mobile) reporting assistance. In November 2011, conducted kick off for upgrade to Accela Automation. Responsibilities include Project Initiation, Configuration Analysis, System Configuration, Licensed Professional Conversion, Historical Permits Plus Data Conversion, Scripting, Report Specifications and Development, Core Team Training, Administrative Training, User Training, User Acceptance Testing, Production and Post Production Support, Selectron IVR Integration Support, and Project Management (including Project Charter, Statement of Work, Project schedule, weekly meetings, monthly meeting, status reports, invoicing, change order management and IKC and Accela staff/resource scheduling). Manage and facilitate implementation of Accela Mobile Office, Accela Citizen Access and Accela GIS, being implemented by RedMark Technologies.		
Total Amount of Consultant Contract:	\$270,266	Service Dates:	October 2008 to Current
Software Product (including Modules) Implemented:	Accela Permits Plus: Building and Safety category (all modules, including Composer, Inspections, Reports, Administrator, Permits and Accela Wireless). Upgrade to Accela Automation Land, Building module. Fire Department looking at Phase II implementation.		

Reference #6

Name of Government Entity:	Fort Worth, TX		
Number of Employees: *	6292	Citizen Population:	758738
Address:	1000 Throckmorton St. Fort Worth, TX 76102		
Contact Name:	Clint Mills	Contact Title:	Business Systems Coordinator
Contact Telephone:	817-392-2303	Contact Email:	Clint.Mills@fortworthgov.org
Consultant Project Manager:	Melissa Kern	Other Consultant Team Members Engaged in Project:	Connie Ingram, Brittnee Davis, Sherrie Dishroon, Kris Ingram, Lynn Larson and Janene Urias
Summary of Project, including Consultant's Role:	<p>In March 2012, conducted kick off for upgrade to Accela Automation. Responsibilities include Project Initiation, Configuration Analysis, System Configuration, APO Conversion, Licensed Professional Conversion, Historical Permits Plus Data Conversion, Scripting, Report Specifications and Development, Core Team Training, Administrative Training, User Training, User Acceptance Testing, Production and Post Production Support, Selectron IVR Integration Support, and Project Management (including Project Charter, Statement of Work, Project schedule, weekly meetings, monthly meeting, status reports, invoicing, change order management and IKC and Accela staff/resource scheduling). Additional migration of Mainframe data into Permits Plus, prior to migration to Automation, currently in process. Manage and facilitate implementation of Accela Mobile Office, Accela Citizen Access and Accela GIS, being implemented by Accela, Inc.</p>		
Total Amount of Consultant Contract:	\$260,915	Service Dates:	Feb 2012 to Current
Software Product (including Modules) Implemented:	Upgrade to Accela Automation Land and Licensing, including Development, Fire, Gas Well, Planning and Licenses modules.		

* Number of Employee and Citizen Population estimates obtained from research via the Internet.

5.0 Project Staffing

Below are key personnel with responsibilities that would be assigned to this project, assuming a start date the end of the first quarter, 2013.

Project Manager and Implementation Consultant – Melissa Kern, an IK Consulting Principal with more than 16 years of Project Management and System Migration experience, has been assigned as the Project Manager for this implementation. Melissa also has more than 25 years working in the Building and Land Development industry, and in addition to Project Manager, she will take an active role in all aspects of Santa Rosa's migration and implementation.

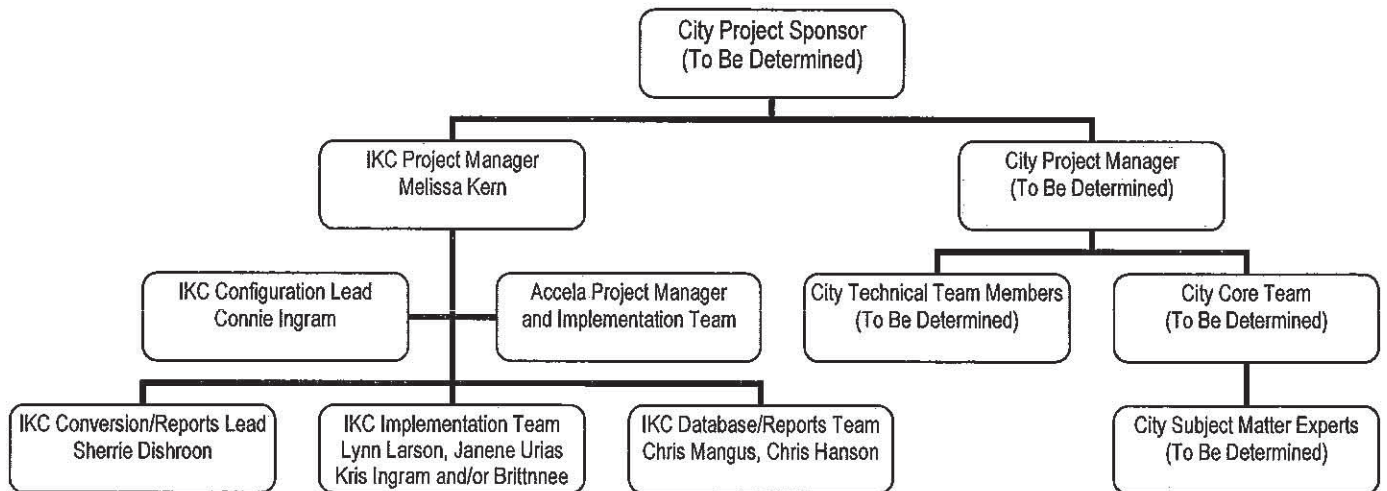
Technical Assistant and Principle Implementation Consultant – Connie Ingram, also an IK Consulting Principal with more than 16 years of Project Management and System Migration experience, will support the project as a technical assistant and principle implementation consultant. Connie also worked for more than 25 years within the Building and Land Development industry.

Senior Implementation Consultant – Sherrie Dishroon has been working with IK Consulting since August, 2010. Sherrie joined us with over 30 years of experience, working at the City of Tucson, AZ in the Building industry, with more than 20 years of working as an Information Systems professional. Sherrie has managed multiple system implementations, including several Accela, Inc. products, over the years. She has implemented countless new processes for governmental departments/divisions over her career. Sherrie leads our conversion and reports team for multiple vendors, including Accela Permits Plus, Accela Automation and Azteca Cityworks.

Database, Implementation and Reports Specialists – IK Consulting maintains contract staff with work assignments based on workload. We have listed any additional contract staff that may be working on the Santa Rosa project, as the deliverable start and end dates will dictate actual work assignments. On staff we have six others that could potentially be assigned:

- Chris Mangus, Database Specialist
- Chris Hanson, Reports Specialist
- Lynn Larson, Implementation Specialist
- Janene Urias, Implementation Specialist
- Brittnee Davis, Implementation Specialist
- Kris Ingram, Implementation Specialist

The following organizational chart indicates the overall structure of the project, including key personnel from not only IK Consulting, but also Accela, Inc. and Santa Rosa staff. IK Consulting will work closely with all project lead and team members, regardless of the vendor or organization role within the City's implementation.



At this time, current projects and staffing assignments are as follows. Please note, these staffing assignments change, as necessary, to make sure tasks are accomplished and deliverables are met. Estimated completion dates, as defined at this time, are to the best of our ability to dictate how a client will respond with their responsibilities of review and acceptance.

Melissa Kern:

- Project Manager for Reedy Creek Improvement District, FL Accela Automation (from Permits Plus) upgrade. Project is scheduled for an early March, 2013 implementation.
- Project Manager for Fort Worth, TX Accela Automation (from Permits Plus) upgrade. Project is scheduled for implementation in May, 2013.
- Involvement in the Santa Rosa project will be the main project assigned to Melissa. At the time of kick off, she will have just finished one project, and be approaching a go live for her other assignment. The beginning of the project involves Initiation paperwork including Scope of Work development, Project Schedule and a Project Charter for communication rules that take several weeks to get in place.
- It is anticipated that the timing of analysis will correspond very well with the completion of the other projects.

Connie Ingram:

- Project Manager for Plantation, FL Accela Automation (from Permits Plus) upgrade. Project is scheduled to go live summer, 2013.
- Involvement in the Santa Rosa project will be a large focus for Connie, and she will be key to the analysis/configuration and migration processes. We will phase the project records structure, and Connie will be assigned accordingly. The Plantation project will be fully implemented, prior to the start of the data migration deliverable, so timing of this project corresponds well with the completion of the other project.

Sherrie Dishroon:

- Data conversion of MS Access legacy data into Permits Plus for Orange County, NC. Project is expected to complete by the end of the first quarter, 2013.
- Data conversion of mainframe legacy data into Permits Plus, for migration into Accela Automation for Fort Worth, TX. This project is expected to complete by the end of April, 2013.
- Involvement in the Santa Rosa project will be concentrated on reports and conversion. At this time, there are no projects assigned to Sherrie, that risk interruption with the City of Santa Rosa project. Both of these deliverable items are much further into the project, and her other assignments would be complete.

It is understood, that the specific staff identified within this Proposal will not be changed prior to commencement of work, or during the course of the project, without approval of the City of Santa Rosa, and with no less than two weeks notice. Any replacement candidates would have the same or higher level of similar experience as the original project team member they replace.

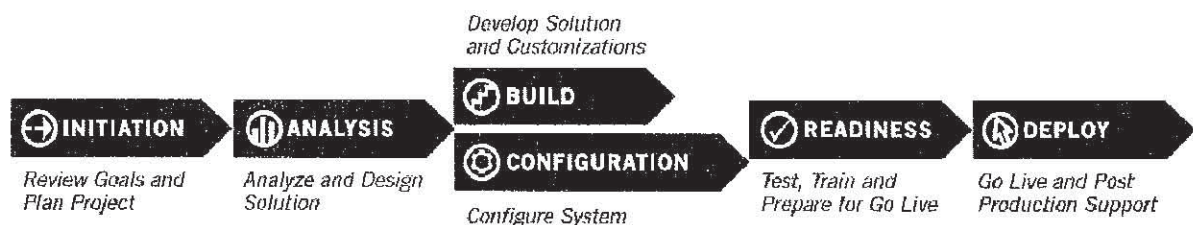
6.0 Technical Approach and Methodology

IK Consulting will deliver its Services to the City by employing the Accela Implementation Methodology. 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. Note: this methodology was established by Accela, Inc., and is utilized as best practice for implementations of Accela Automation, by IK Consulting.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Implementation Methodology



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary

project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that Accela and the City understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

Initiation represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed. In terms of specific deliverables, common output from the Initiation Phase is as follows:

- Statement of Work,
- Project Charter,
- Baseline Project Plan,
- Project Status Report Template,
- Project Initiation (Kick Off) Meeting.

ANALYSIS

Analysis is the second stage in the lifecycle. During the Analysis stage, Accela reviews documentation, interviews City staff, and conducts workshops to understand the "As-Is" business processes in scope, as well as the "To-Be" vision of the City that can be executed with the help of Accela Automation. It is during this Phase that Accela gains a deeper understanding of City processes and business rules; simultaneously, the City begins to gain a deeper understanding of the methodology and Accela Automation capabilities. A key output of this Phase is the Software Configuration Document(s), which serves as the 'blueprint' for configuration of Accela Automation to support germane elements of the City "To-Be" vision. Augmenting the System Configuration Document(s) and all other configuration specifications related to data conversion, interfaces, reports, and event scripts.

The deliverable is the output from the Analysis Phase, which is the Software Configuration Document.

CONFIGURATION

Configuration is the third stage in the lifecycle, and it may begin at the same time as the 4th stage, Build, but ends after the Build stage is complete. During the Configuration stage, Accela Automation will be configured to match the configuration agreed to in the Analysis stage. Core to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc) types that were agreed to during the Analysis phase. Configuration of in-scope record types is comprised of:

- User-defined fields (Application-Specific Information and Task-Specific Information),
- Workflows and statuses,
- Fee structures and rules,
- Inspection data.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends before Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the core configuration will be implemented. This includes conversions, event scripts, interfaces and reports. In terms of specific deliverables, common output from the Build Phase is as follows:

- Event Script Development,
- Report Specifications and Development,
- Data Conversion Specifications and Development,
- Interface Specifications and Development.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Automation is fully tested, errors are identified and corrected, and the software is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate City staff members are prepared to use and maintain the software once the move to production occurs. In terms of specific deliverables, common output from the Readiness Phase is as follows:

- User Acceptance Testing,
- End-User Training.

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 Accela Automation applications are transitioned to the Accela Customer Resource Center ("CRC") for ongoing support. A formal transition will occur between the Services team and the CRC that instructs the City on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center. In terms of specific deliverables, common output from the Deploy Phase is as follows:

- Pre-Production Checklist Development, Tracking and Execution,

- Move to Production,
- Post Production Analysis,
- Formal Transition to the CRC for Ongoing Support

The above Implementation Methodology has been utilized for all current products implemented by IK Consulting, and has proven effective. Additionally, continued management of the project is necessary, for a smooth transition from Permits Plus to Accela Automation. Throughout the project, demonstrations and small training sessions will occur with key designated staff, in an effort to familiarize and allow for questions during the process. Empowering staff with the working knowledge of Accela Automation, only further assists them with the information necessary to make the best possible choices. This approach also helps in creating an atmosphere and comfort level with the new product. When we are able to allow for training and testing time as deliverables progress, with hands on time for the key designated staff, this further supports staff in becoming increasingly comfortable with the product and base functionality, for a better ease of use. All of these items together, allow us to have key designated staff within each area, that become key to the success of the project; not only as we progress through the project, but also as a key resource to City staff for training and production deployment.

IK Consulting believes in empowering staff within agencies to support Accela Automation, post deployment. While we cannot guarantee specific expertise for the City staff as a result of participating in the project, we will make all reasonable efforts to transfer knowledge to the City throughout the process. It is critical that the City personnel participate in the analysis, configuration and deployment of Accela Automation in order to transfer knowledge to the Jurisdiction. We also strongly encourage and provide our quote, based on the assumption that key personnel will assist with some portion of the Records, Reports and Data Mapping processes, as agreed up by IK Consulting and the City. In addition to preparing staff for post-production support of the City's implementation, this also provides a means that the City can save financial recourses.

Based on the knowledge of the current system, and assuming some in-house assistance will be provided in the upgrade process, below is an estimated 18 month project time line for implementation. Please note, there are many items that factor into the project schedule, so this is only to serve as an estimation, based on a typical project implementation.

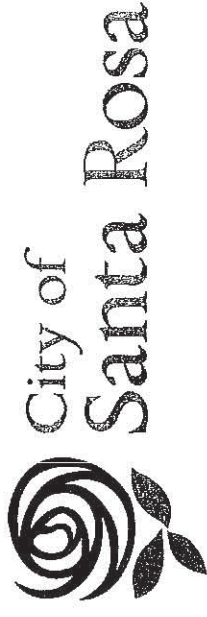
Proposed 18 Month Implementation

Task	Start Date	End Date	Primary
Project Initialization	03/04/2013	03/25/2013	IKC
System Setup	04/08/2013	05/03/2013	Accela
Configuration Analysis	04/22/2013	08/30/2013	IKC
System Configuration / Record Development	06/03/2013	11/29/2013	IKC
APO Data Conversion	08/05/2013	10/18/2013	IKC
Permits Plus Data Conversion	11/04/2013	05/30/2013	IKC
EMSE	12/02/2013	02/28/2014	IKC
V360 User Experience	11/18/2013	06/13/2014	IKC
Report Development	02/03/2014	05/02/2014	IKC
IVR Integration	04/14/2014	05/23/2014	IKC
Add-Ons	01/06/2014	05/30/2014	Accela
GIS Configuration			
AMO Configuration			
ACA Configuration			
Training	03/06/2012	02/26/2013	IKC & Accela
Core Team Training	03/26/2013	03/27/2013	IKC
Train-the-Trainer	08/04/2014	08/07/2014	IKC
Data Manager Training	10/17/2013	10/18/2013	IKC
Administrator Training	10/14/2013	10/16/2013	IKC
Reports Training	01/30/2014	01/31/2014	IKC
GIS Administration Training	06/02/2014	06/03/2014	Accela
AMO Administration Training	06/04/2014	06/04/2014	Accela
ACA Administration Training	06/05/2014	06/05/2014	Accela
User Acceptance Testing	06/16/2014	08/29/2014	IKC
Go Live	09/26/2014	11/07/2014	IKC
Final Conversion of Legacy Data	09/26/2014	09/28/2014	
On-Site Support	09/29/2014	10/03/2014	
Off-Site Support	10/09/2014	11/07/2014	
Customer Resource Handover	10/09/2014	11/07/2014	IKC & Accela
Final Acceptance	10/09/2014	11/07/2014	
Project Close	11/07/2014	11/07/2014	
Post Production Ongoing Support	11/07/2014	11/03/2017	IKC

7.0 Cost Proposal

Attached within the City's format, is a cost proposal dictating all areas of the project implementation costs, and on-going 3 years of support. An additional service for Address, Parcel, Owner (APO) Conversion was added as an Optional Service, as the Accela possible services was not clear if this was included. The APO Conversion is a necessary base for the referenced data, and needs to be in place, prior to Permits Plus Data Conversion testing.

**Project Management and Implementation Services
City of Santa Rosa Permits Plus to Accela Automation Upgrade
Request For Proposals (RFP)**



Note: Proposing Firms are required to complete and submit this costing sheet with their written proposal.

PLEASE NOTE THAT AN ELECTRONIC COPY OF ATTACHMENT "A" IS AVAILABLE FOR DOWNLOAD FROM THE CITY'S WEBSITE

Consultant Company Name:

IK Consulting, LLC

Task Item	Total Estimated Hours	Standard Hourly Rate	Discount (Percent)	Quoted Hourly Rate	Total Labor Cost	Assumptions / Comments
Project Management and Implementation Services ("See "Scope of Work" section for more details)						
REQUIRED SERVICES						
Project Management	270.00	\$125.00	16.00%	\$105.00	\$28,350.00	
Project Initiation	64.00	\$125.00	16.00%	\$105.00	\$6,720.00	Added line item; not listed separately on original.
Configuration Analysis	319.50	\$125.00	16.00%	\$105.00	\$33,547.50	For 50 unique Record Types.
System Configuration	390.50	\$125.00	16.00%	\$105.00	\$41,002.50	For 50 unique Record Types.
Permits Plus Data Conversion	120.00	\$125.00	16.00%	\$105.00	\$12,600.00	Assume City staff assistance with Data Mapping.
Custom Forms	120.00	\$125.00	16.00%	\$105.00	\$12,600.00	
Scripting	40.00	\$125.00	16.00%	\$105.00	\$4,200.00	
Reports	76.00	\$125.00	16.00%	\$105.00	\$7,980.00	Assume City staff resources for Report creation.
User Acceptance Testing	120.00	\$125.00	16.00%	\$105.00	\$12,600.00	
Training (11 Days Total)	88.00	\$200.00	8.00%	\$184.00	\$16,192.00	Quoted User Training as Train-the-Trainer format.
Finance Integration	20.00	\$125.00	16.00%	\$105.00	\$2,100.00	
IVR Integration	15.00	\$125.00	16.00%	\$105.00	\$1,575.00	Assume current Building IVR system upgrade.
Production Support	160.00	\$125.00	16.00%	\$105.00	\$16,800.00	
Required Services Total	Total Hours 1,803.00				Total Labor \$196,267.00	
ON-GOING SERVICES						
On-going Production Support services for 3 years after go-live (please quote for 3 years; use Comments field to clarify, if necessary)	400.00	\$125.00	8.00%	\$115.00	\$46,000.00	Average of 100 to 125 hours/year, based on prior year services provided with Permits Plus. Additionally, hours for the first year estimated higher, to accommodate items identified as out of scope/post go-live modifications.

Task Item	Total Estimated Hours	Standard Hourly Rate	Discount (Percent)	Quoted Hourly Rate	Total Labor Cost	Assumptions / Comments
On-Going Services Total	Total Hours	400.00			Total On-going \$46,000.00	

Travel and Expenses	Total Cost	Assumptions / Comments
Travel	96	\$125.00 16.00% \$105.00 \$10,080.00
Expenses	n/a	\$18,060.00
Per Diem	n/a	\$4,450.00
Other		
Totals - Travel, Expenses, and Per Diem		Total T&E \$32,590.00

GRAND TOTAL - Required Services, On-Going Services, Travel and Expenses:	\$274,857.00
---	---------------------

ADDITIONAL SERVICES (NOTE: These services are NOT required, and will not be considered as part of the overall scoring)						
OPTIONAL SERVICES, IF ANY - As Defined in RFP						
Scope of Work						
APO (Address, Parcel, Owner) Data Conversion	50.00	\$125.00	16.00%	\$105.00	\$5,250.00	Provides base foundation for referenced data, however, I was unclear if Accela was going to manage these tasks.
Optional Services Total	Total Hours	50.00			Total Labor	\$5,250.00

OTHER RECOMMENDED SERVICES - Please Specify Each, if any						
Other Recommended Services Total	Total Hours	0.00			Total Other	\$0.00

REQUIRED DATA FORM Designated Contacts

REQUIRED DATA

Designated Contacts: Bidders are required to indicate in the space provided below, the designated contact individual's name and address as requested in the City Contacts provisions of the Request for Proposals.

<u>CITY OF SANTA ROSA</u>	<u>CONSULTANT</u>
Proposal Process and Delivery of Proposals Jim Wright Purchasing Agent Purchasing Office 635 First Street, 2 nd Floor Santa Rosa, CA 95404 707-543-3706 Voice 707-543-3703 Fax jwright@srcity.org	 Melissa Kern _____ Managing Partner/Owner _____ IK Consulting, LLC _____ PO Box 17661 _____ Tucson, AZ 85731 _____ 520-891-5376 Voice _____ 520-733-6282 Fax missy.kern@ikcpartners.com
Scope of Work Brian Tickner I.T. Application Services Manager City Hall Annex 90 Santa Rosa Ave – 2 nd Floor Santa Rosa, CA 95404 707-543-4370 Voice 707-543-3126 Fax btickner@srcity.org	

MELISSA O. KERN

IK Consulting, LLC • PO Box 17661 • Tucson, AZ 85731 • (520) 891-5376 • missy.kern@ikcpartners.com

Summary Of Qualifications

- Over 13 years experience as an Information Systems professional.
- Over 25 years experience working in the Building Industry.
- Certified Novell NetWare Administrator, Certified Software Manager and Accela Certified Partner.
- Proven effective management skills with involvement in departmental management decisions.
- Exceptional focus and follow-through abilities. Innovative thinker, creative, and resourceful.
- Strong troubleshooting and problem-solving skills.
- Detail-oriented, multi-tasker with strong organizational skills.
- Outstanding dedication to customer service and client relations.

Professional Experience

IK CONSULTING, LLC, Tucson Arizona
Managing Partner

May 2002 to Present

- Partner in consulting firm that provides business process analysis, configuration (including items such as workflow, inspections, form design, event, scripts, user defined data, fees, etc.), data conversion, reports, testing and training for various software systems, including Accela's Permits Plus and Accela Automation.
- Manage migration and conversion of data from Permits DOS to Permits Plus to Accela Automation, as well as many legacy mainframe and other outside databases. Data review and cleanup of existing systems prior to migration to ensure data integrity and usability.
- Design and develop custom reports for documents, memos, letters, permits, workload, statistical/monthly counts, financial, and workflow data using Access, SQL and/or Crystal Reports.
- Work closely with other vendors to integrate additional solutions with either Permits Plus and/or Accela Automation, such as IVR, GIS, Mobile and Financial systems.
- Training courses offered for Accela Permits Plus and Accela Automation in the following areas: User/Utilization, Administration, Core Team, Database Schema and Reports/Queries, Accela Mobile Office and Customer Service.

CITY OF PEORIA, Peoria, Arizona
Contract Management Analysis
and

February 2003 to December 2009

SYSTEMS TECHNOLOGY GROUP, INC., Phoenix, Arizona
Contract Staff for City of Peoria Information Technology

January 2010 to December 2010

- Responsible for the Engineering Department Permits Plus record types, documents, and necessary programming for new processes as well as maintenance of existing process types for fee increases and/or new fee processing.
- Creation of all reports and forms necessary for daily business, management of workload, and financial comparisons.
- Key staff responsible for the analysis, configuration, process mapping and testing of the new processes created in Accela Automation for the Engineering Department.
- Instrumental in the mapping process for migration from Permits Plus data to Accela Automation for the Engineering Department, and assistance with three (3) other departments at critical times.
- Creation of over 100 custom reports, letters, documents, and permits for utilization with Accela Automation utilizing Crystal Reports for multiple departments in the City.
- Provide assistance with the scripting and testing, as necessary.
- Creation of custom user documentation for training purposes. Conducted User/Utilization training.
- Provide custom documentation and training for key staff for Reporting, Quick Queries, and other key features.

PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT, *Tucson Arizona*

Permitting Development Manager

November 1998 to September 2001

Permitting Development Coordinator

December 1995 to November 1998

Administrative Support Specialist I

March 1994 to December 1995

and

TOWN OF ORO VALLEY, *Oro Valley, Arizona*

Permitting and Office Manager

September 2001 to December 2003

- Manage the process analyses and mapping of, as well as the design and implementation of, manual processes into an automated process. Additionally, manage conversion of existing automated processes into the Permits Plus software.
- Research and develop reports of various permit data, perform statistical analysis, and manage all internal and public reporting requests using MS Access or SQL.
- Oversee and provide technical expert support for all applications used within the department including the Interactive Voice Response system, hardware, and network assistance.
- Train, assign work load and supervise four (4) programming, systems analyst and processing support staff as well as the Help Desk staff at Pima County, AZ.
- Train, assign work load, and supervise four (4) Building and Administrative staff members as well as manage the Building Counter with the daily functions related to all Building and Permitting activities at the Town of Oro Valley, AZ.
- Responsible for all security design, implementation, and maintenance for Departmental software.
- Create new documentation for processes and procedures, and supervise all training for 120+ users.
- Instrumental in the original design, call flow, and implementation of the joint Pima County/City of Tucson Interactive Voice Response (IVR) system utilized to schedule/update building inspections.
- Co-manage the Permits Users Group bi-annual meetings for all Arizona jurisdictions.
- Manage contracts and Intergovernmental Agreements utilized by the Development Services Department.
- Manage monthly report for revenues and comparison of income to provide budget projections. Instrumental in yearly budget preparation for the Development Services Department.

Related Experience

PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT, *Tucson Arizona*

Subdivision Coordinator

March 1993 to March 1994

Assistant Subdivision Coordinator

October 1988 to March 1993

Public Service Clerk

August 1986 to October 1988

Clerk

September 1984 to August 1986

- Manage and coordinate daily activities of all review processes required for subdivision plats and development plans review within the Subdivision Coordination Office.
- Assisted in the system design, evaluation, and implementation of the computerized Subdivision Tracking System utilized by the Subdivision Coordination Office.
- Work with the public to provide information regarding policies and procedures for compliance with land uses, zoning, and building codes requirements.
- Basic review and processing of plans submitted for building and zoning permits.
- Process requests for inspections and update records to determine finalization of building projects.
- Establish and coordinate a system to monitor expired permits and the non-compliance of Building Codes.
- Act as problem solving liaison between the Board of Supervisor's Office, County Departments, and constituents.

Education And Training

- BUSINESS ADMINISTRATION/COMPUTER PROGRAMMING, *University of Arizona* 1985 TO 1987
Successfully completed 24.50 credit hours.
- BUSINESS ADMINISTRATION/COMPUTER PROGRAMMING, *Pima Community College* 1986 TO 1988
Successfully completed 21.00 credit hours.

- SOFTWARE MANAGEMENT, *Software Publishers Association* NOVEMBER 1995
Obtained Software Manager Certification in December 1995.
- NOVELL ADMINISTRATION 4X, *University of Arizona* MARCH 1996
Obtained CNA Certification for Novell 4X in January 1997.
- SYSTEM ADMINISTRATION FOR MS SQL SERVER 7.0, *DRA Software Training* DECEMBER 2000
Successfully passed class examination.
- MASTERING VISUAL BASIC 6.0 FUNDAMENTALS, *DRA Software Training* JANUARY 2001
Successfully passed class examination.
- MASTERING VISUAL BASIC 6.0 DEVELOPMENT, *DRA Software Training* FEBRUARY 2001
Successfully passed class examination.

Computer Skills

- OPERATING SYSTEMS: Windows XP, Windows Vista, and Windows 7.
- PROGRAMMING LANGUAGES: SQL 7.0, Visual Basic 6.0, basic HTML, basic JavaScript, and PERMITS/Permits Plus (sole proprietorship).
- NETWORKING: Novell NetWare 4X and 5X.
- SOFTWARE APPLICATIONS: SQL, Access, Crystal Reports, PERMITS DOS, Permits Plus, Accela Automation, GroupWise, Outlook Express, Microsoft Word, Microsoft Excel, Microsoft Power Point, Microsoft Project, Microsoft Publisher, Corel WordPerfect, Corel Quattro Pro, Corel Presentations, Microsoft Visio, allClear, Org Chart Plus, PC Anywhere, and Cisco VPN.

Permits Plus/Accela Automation Supplemental

- Effective and successful Project Manager of many Permits Plus, Accela Automation Land Management and Accela Automation Licensing and Case Management projects, ranging in all sizes from one department/module, to five departments/modules, to assisting with only pieces of Accela managed projects (such as reports and/or training).
- Complete business process analysis, leading multiple work teams from various departments across Enterprise wide agencies throughout the United States.
- Establish user setup/security design and implementation for all areas of the software solution.
- Creation/programming of many new process types for various divisions (building permit issuance, violation tracking, subdivision processing, address issuance, planning processes, business licenses, engineering processes, fire processes, gas well process, transportation processes, and others) for jurisdictions all across the United States.
- Successfully managed numerous conversions of existing history data into newly created process, as well as multiple migrations from Permits DOS to Permits Plus to Accela Automation. Additional conversions from mainframe and other legacy databases, for implementation in Permits Plus and Accela Automation.
- Create custom new user and system manager documentation for processes and procedures, and manage System Administrator and User Training sessions.
- Regularly assist Accela Education department with teaching core Accela Automation classes, such as Core Team Training, Administrator Training, V360 Administrator Training, User Training, Accela Mobile Office Training, Database Schema Training, Report Writing Training and Data Mapping Tool Training.
- Design and implement calendaring system within various products to effectively manage multiple jurisdiction's inspection needs. Additionally designed calendars to manage Subdivision, Planning, and other process meeting and process due date schedules.
- Manage and fulfill both internal and public reporting requests for data, using Access, Visual Basic, Crystal Reports, SSRS and SQL queries to access the data requested.
- Define needs for additional functionality within the software, make necessary programming changes or work with Accela, Inc. to define necessary assistance, supervise testing prior to implementation, review/evaluate proper documentation and oversee implementation of new functionality.
- Instrumental in the original design, call flow, and implementation of multiple Interactive Voice Response (IVR) systems utilized in connection with multiple Permitting Systems.

CONSTANCE C. INGRAM

IK CONSULTING, LLC

PO Box 17661

TUCSON AZ 85731

(520) 891-5319

(520) 721-8634 FAX

CONNIE.INGRAM@IKCPARTNERS.COM

PROFESSIONAL EXPERIENCE:

I.K. CONSULTING, LLC – MAY 2002 TO PRESENT

Co-Own and operate a systems development consulting business. Work with various jurisdictions within the United States to develop, maintain and enhance Permits Plus and Accela Automation land development tracking systems. Provide business systems analysis, and process mapping, prior to automation to ensure the most effective process implementation for each jurisdiction. Provide comprehensive training sessions on the maintenance, administration and use of these automated systems.

PIMA COUNTY DEPARTMENT OF TRANSPORTATION – AUGUST 2001 TO OCTOBER 2006

Supervised and managed multiple software developers and business systems analysts within the Department of Transportation. Coordinated with division managers and department heads to facilitate integration of systems between divisions and departments within the County. Lead the departments Process Mapping and Process Management efforts.

PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT – AUGUST 1985 TO AUGUST 2001

Various increasingly responsible positions, ranging from Customer Service Representative to Application Software Support to EDP Project Supervisor. Responsibilities included assisting customers with permitting needs, training employees on various computer programs, development of three (3) permitting system programs over the duration of employment; including development and migration of each system (Parcel Management System, Permits DOS and Permits Plus). Supervised various customer service and IT systems personnel.

INSTRUCTOR/TEACHING EXPERIENCE:

PIMA COMMUNITY COLLEGE - JUNE 2010 TO PRESENT

Adjunct Faculty Instructor certified to teach in the areas of Computer Information Systems, Computer Software Applications and Business.

I.K. CONSULTING, LLC – MAY 2002 TO PRESENT

Provide comprehensive classroom training on Permits Plus Software Administration, Permits Plus Software Utilization and Customer Service as well as multiple on- line training classes on Permits Plus software functionality.

PIMA COUNTY – ADJUNCT FACULTY, TEAM LEADER – MARCH 2002 TO OCTOBER 2006

Coordinated efforts between multiple departments to develop an Adjunct Faculty for Pima County Public Works departments. Responsibilities included the development, and teaching, of employee development classes including: Customer Service, Train the Trainer, Ethics & Conflict of Interest, Team Dynamics, Team Building, Quality Process Improvement and Process Mapping.

PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT – 1985 TO AUGUST 2001

Provided one-on-one as well as class room training for department personnel on Networking, Email, Word Processing, Permits DOS and Permits Plus software.

EDUCATION

SANTA RITA HIGH SCHOOL – GRADUATED 1983 NHS

PIMA COMMUNITY COLLEGE – 18 CREDITS EARNED

UNIVERSITY OF ARIZONA – 12 CREDITS EARNED

UNIVERSITY OF PHOENIX – BSBA 1991 WITH PROGRAM GPA OF 3.51

CERTIFICATES AND AWARDS:

- **MASTERY OF PROCESS MAPPING – BUSINESS ENTERPRISE MAPPING, APRIL 2005**
- **CERTIFICATE IN PUBLIC POLICY & MANAGEMENT – UNIVERSITY OF ARIZONA, DECEMBER 2004**
- **SUPERIOR SERVICE TEAM AWARD FOR ADJUNCT FACULTY – AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION, MAY 2003**
- **CERTIFIED TRAINER CERTIFICATE – ACHIEVEGLOBAL, MARCH 2002**

REFERENCES AVAILABLE UPON REQUEST

SHERRIE DISHROON
IK CONSULTING, LLC
PO Box 17661
TUCSON AZ 85731
(520) 891-5317
(520) 733-6282 FAX
SHERRIE.DISHROON@IKCPARTNERS.COM

Summary Of Qualifications

- Over 20 years experience as an Information Systems professional.
- Over 30 years experience working in the Building Industry.
- Very detail oriented.
- Ability to work with people as a team or independently.

Professional Experience

IK CONSULTING, LLC, Tucson Arizona
Senior Implementation Consultant

August 2010 to Present

- Manage conversion of data from other systems into Permits Plus and Accela Automation.
- Data review and cleanup of existing systems prior to migration to ensure data integrity and usability.
- Design and develop custom reports for documents, memos, letters, permits, workload, statistical/monthly counts, financial, and workflow data using Access, SSRS, Visual Studio and/or Crystal Reports, against the backend databases for Permits Plus, Accela Automation and Cityworks.
- Training in Permits Plus for User/Utilization, Administration and Reports/Queries.

CITY OF TUCSON, TUCSON, Arizona
Customer Service Clerk
Clerical Supervisor
Systems Administrator

May 1980 to Jan 1985

Jan 1985 to Aug 1987

Aug 1987 to December 2010

- Responsible for migration from a 3rd party system using Hewlett Packard to Permits DOS and then from Permits DOS to Permits Plus.
- Responsible for the Development Services Department Permits Plus record types, documents, and necessary programming for new processes as well as maintenance of existing process types for fee increases and/or new fee processing.
- Creation of all reports and forms necessary for daily business, management of workload, and financial comparisons using MS Access or SQL Server.
- Creation of custom user documentation for training purposes. Responsible for training staff on systems - both user and administration training.
- Provide support for applications used within the department including the Interactive Voice Response system.
- Supervised various customer service and IT systems personnel.
- Assist customers with permitting needs.

Education And Training

- BUSINESS ADMINISTRATION/MIS, *University of Arizona* MAY 1988
Bachelor's degree
- NOVELL ADMINISTRATION 4X, *University of Arizona* MARCH 1996
Obtained CNA Certification for Novell 4X in January 1997
- SYSTEM ADMINISTRATION FOR MS SQL SERVER 7.0, *DRA Software Training* DECEMBER 2000
Successfully passed class examination

Computer Skills

- OPERATING SYSTEMS: Windows XP, Windows Vista, and Windows 7.
- PROGRAMMING LANGUAGES: SQL 7.0 and PERMITS/Permits Plus (sole proprietorship).
- NETWORKING: Novell NetWare 4X.
- SOFTWARE APPLICATIONS: SQL, Access, Crystal Reports, PERMITS DOS, Permits Plus, Accela Automation, GroupWise, Outlook Express, Microsoft Word, Microsoft Excel, Microsoft Power Point, Microsoft Project, Microsoft Publisher, Microsoft Visio, PC Anywhere, and Cisco VPN.

EXHIBIT C

Draft

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH SELECTRON TECHNOLOGIES, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and Selectron Technologies, Inc., an Oregon Corporation, ("Consultant").

R E C I T A L S

A. City desires Accela Automation conversion services for VoicePermits, an interactive voice response (IVR) system.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

A G R E E M E N T

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

Draft

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit A. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of thirty four thousand six hundred seventy-five dollars and no cents (\$34,675). The City's Chief Financial Officer is authorized to pay all proper claims from IFAS Key 02060.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Draft

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability, not to exceed two times the Agreement amount (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 and Section 17 shall survive any expiration or termination of this Agreement.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and

Draft

subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:	Consultant Representative:
Brian Tickner	Lewis Gouge
I.T. Application Services Manager	Senior Sales Executive
City of Santa Rosa	Selectron Technologies, Inc.
90 Santa Rosa Ave – 2 nd Floor	7405 SW Tech Center Drive, Ste. 140
Santa Rosa, CA 95404	Portland, OR 97223
707-543-4370 Voice	888-341-3102 Voice
707-543-3126 Fax	503-443-2052 Fax
btickner@srcity.org	Lewis.Gouge@selectrontechnologies.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor or and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does,

Draft

use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit A, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than twenty-four months after the date of the Agreement above.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person

immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital

information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall defend any action brought against City to the extent it is based on a third party claim that use by City of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, infringes any valid patent, copyright, or trade secret. Consultant shall pay any liabilities, costs, damages, and expenses (including reasonable attorneys' fees) awarded against City in such action that are attributable to such claim, provided: (a) City notifies Consultant in writing of any such claim within ten (10) days of learning of such claim; (b) Consultant has sole control of the defense and all related settlement negotiations; and (c) City cooperates with Consultant, at Consultant's expense, in defending or settling such claim (provided that Consultant shall not enter into any settlement or other compromise that materially adversely affects City without City's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, City agrees to promptly notify Consultant of any known or suspected infringement or misappropriation of Consultant's proprietary rights of which City becomes aware. Should the Licensed Software or the conversion services become, or be likely to become in Consultant's opinion, the subject of any claim of infringement, Consultant may, at its option: (i) procure for City the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and provide City with a refund equal to the fees paid by City, less

an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

f. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Oregon, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Selectron Technologies, Inc.

TYPE OF BUSINESS ENTITY:

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR AGREEMENTS FOR
PROFESSIONAL SERVICES**

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance		Minimum Limits	Coverage	Additional Coverage Requirements
1.	Commercial liability	general	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
2.	Business auto coverage		\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Professional (E&O)	liability	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workers' compensation and employer's liability		\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's

insurance and shall not contribute with it; and,

- b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



PREPARED FOR: **The City of Santa Rosa, CA**

VoicePermits™ – Accela Automation Conversion Services **\$20,000**

Selectron will provide professional services to integrate the City's **VoicePermits™** system with the City's new application database – Accela Automation. The City is responsible for obtaining the required IVR application programming interface (GovXML) and the appropriate licensing directly from Accela. Please note, existing **VoicePermits** features and functionality require relevant information to be available from the application database. Integration of features currently offered by **VoicePermits** but not supported by Accela's GovXML interface is not included in this scope of services. The functionality the City of Santa Rosa's desires to move as part of the Accela Automation solution includes:

Products and Licenses

VoicePermits™ Interactive Voice Response Base Solution (8 Port)

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit Based Messaging
- **VoicePermits** Reporting Module

Professional Voice Recording (English and Spanish)

Base System Call Flow & Prompts

Street Names (English)

Correction Codes

ODS – Automation Results Notifications

Inspection Results and History (FAX)

Permit Verification

Combination Inspections

Correction/Failure Codes

Spanish Call Flow

SmartFax

Professional services may include:

- Call flow and API analysis to determine which of the **VoicePermits** system's current features will be available through integration with Accela Automation
- Project management
- Software development necessary to convert the **VoicePermits** IVR's existing integration from Permits Plus to Automation
- Software Implementation, and Quality Assurance and Testing
- Support for Customer Acceptance and Testing
- Support for cutover to the Automation production environment

New Customer-Provided Server for Host Conversion Project

Customer-Provided Server

The City will ship a new server to Selectron with the required OS installed, and Selectron will build a new **VoicePermits** IVR, integrated with Automation on this new server. The City will cover shipping costs for shipping the server to Selectron. See Selectron's *Customer-Provided Server Policy* document for minimum server requirements and support policy.

Decommissioning Existing VoicePermits IVR

In accordance with the Software License Agreement, the City agrees to decommission the existing **VoicePermits** IVR and all components after the cutover to the new **VoicePermits** IVR. Selectron's Project Manager will work with the City on software deletion, and will need signoff for confirmation.

Professional Services for Customer-Provided Server Setup & Configuration	\$7,500
Server setup, Software Installation, Configuration and Testing	

VoIP/SIP Integration – ShoreTel	\$5,000
Selectron will provide professional services to integrate the City's VoicePermits IVR with the City's ShoreTel VoIP System.	

This quote assumes the City will provide ShoreTel trunks to replace the existing analog phone lines. If the City's ShoreTel system does not support SIP & cannot provide SIP trunks, further evaluation will be needed to determine compatibility. If necessary, Selectron will provide an updated version of this quote to include any applicable additional costs.

Selectron will require support from the City's ShoreTel vendor for integration. Any costs the ShoreTel vendor may charge (for SIP trunk setup, licensing, professional services, equipment, upgrade, etc.) are not included in this quote and will be the responsibility of the City.

Dialogic Host Media Processing (HMP) Licenses for Eight (8) Voice Ports	\$2,000
--	----------------

Selectron-Provided Hardware for Fax over IP	Included
Fax over IP (FoIP) eliminates the need for fax/phone lines. The City's PBX or ShoreTel system must be able to support T.38 protocol, and the City will have to set up a specific "phone" (separate from IVR call traffic) for FoIP transmission.	



Quote WE3696B
May 28, 2013
Quote is valid for 150 days

Upgrade VoicePermits software to latest point release **No Charge**

Upgrade existing 8-port CT ADE license key to latest version **No Charge**

This upgrade is only free of charge if the existing CT ADE license key/s (total of 8 ports) are sent back to Selectron after cutover to the new IVR (with new key). Otherwise, standard costs for a new license key will apply (\$500 per port). Selectron's preference is that the entire server is returned to STI for decommissioning of all third party licenses.

Subtotal	\$34,500
<i>Estimated California Tax – City of Santa Rosa, CA (8.75%)</i>	<i>\$175</i>
Total Investment	\$34,675

Required Items Not Included by Selectron Technologies

- Phone/Fax Lines & Network Services Required to Support the Installation
 - Required Host Interface (Please Contact Accela for GovXML Pricing)
 - Host Interface Components Must Be Installed and Functioning Prior to Installation
- Customer-provided server. See *Customer-Provided Server Policy* document for minimum server requirements and support policy.

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

PAYMENT SCHEDULE

Initial Payment - \$2,175 – Invoiced at receipt of purchase order (this will allow Selectron to purchase the required HMP licenses)

Second Payment - \$16,250 (50% of the \$32,500 total for services) – Invoiced when configured server is delivered to Santa Rosa

Third Payment - \$16,250 (50% of the \$32,500 total for services) – Invoiced 30 days after system is available for client testing and identified issues pending Selectron have been addressed

Initial Payment

Invoiced upon receipt of purchase order. Enables Selectron Technologies to purchase any necessary software, setup test environment for Automation conversion, and invest the technical support hours to design and develop the application for your jurisdiction.

Second Payment

Invoiced when the system is available for Client testing at Client site.

Final Payment

Invoiced 30 days after the system is available for client testing. The Client is given thirty days to test functionality based upon the agreed call flows. It is the Client's responsibility to ensure full testing is completed during this period.

PAYMENT TERMS

Terms are net 30 from date of invoice.

PREMIERPRO ON-GOING SUPPORT

An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote. Based upon evaluation of the items contained in this quote, Support and Maintenance fees will be adjusted accordingly upon the next renewal of the active Support and Maintenance Agreement.

VENDOR INFORMATION

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

EXHIBIT D



Multi Licensee Deposit Account Software Escrow Agreement (Premium Solution)

Date

Licensor

Accela, Inc.

Agreement Number

[Agreement#] 43316

Notice: The parties to this Agreement are obliged to inform NCC Group of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the Intellectual property in the Software).

AKS

Escrow Agreement Dated:

Between:

- (1) Accela, Inc. whose principal office is at 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 ("Licensor"); and
- (2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("NCC Group").

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, NCC Group, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedules and Appendices hereto.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

"Deposit Account" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with NCC Group.

"Deposit Account Agreement" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"Deposit Form" means the form at Schedule 1 which is to be completed by Licensor and delivered to NCC Group with each deposit of the Escrow Material.

"Escrow Material" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"Integrity Testing" means those tests and processes forming NCC Group's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"License Agreement" means the agreement under which a Licensee was granted a license to use the Software.

"Licensee" means any person, firm, company or other entity:

- 1.1.1 to whom a license to use the Software has been granted; and
- 1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and
- 1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement

245

by executing a completed Registration Agreement, forwarding the same to NCC Group and the receipt and registration of which has been acknowledged by NCC Group in writing to Licensor and Licensee;

and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"Letter of Intent" means the form completed by Licensor or Licensee containing the information to enable NCC Group to set up this Agreement, a Deposit Account Agreement or a Registration Agreement.

"Registration Agreement" means an agreement in the form set out in Appendix 2 to be signed by Licensor, NCC Group and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"Software" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts

- 2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and NCC Group must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.
- 2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.
- 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties

3.1 Licensor shall:

- 3.1.1 deliver a copy of the Escrow Material to NCC Group within 30 days of the date NCC Group receives an executed Deposit Account Agreement;
- 3.1.2 deliver an update or replacement copy of the Escrow Material to NCC Group within 30 days of a major release of the Escrow Materials, as designated by Licensor to its general customer base;
- 3.1.3 ensure that each copy of the Escrow Material deposited with NCC Group comprises the Source Code of the latest major release of the Software, as referenced in Clause 3.1.2 above;
- 3.1.4 deliver to NCC Group an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;
- 3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:

- 3.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 3.1.5.2 password/encryption details required to access the Escrow Material, if applicable;
 - 3.2 Licensor warrants to both NCC Group and Licensee at the time of each deposit of the Escrow Material with NCC Group that:
 - 3.2.1 it has the full right, ability and authority to deposit the Escrow Material;
 - 3.2.2 in entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and
 - 3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media.
- 4 Licensee's Responsibilities and Undertakings
 - 4.1 Licensee shall notify NCC Group of any change to the Software that necessitates a replacement deposit of the Escrow Material.
 - 4.2 In the event that the Escrow Material is released under Clause 7, Licensee shall:
 - 4.2.1 keep the Escrow Material confidential at all times;
 - 4.2.2 use the Escrow Material only for the Release Purposes;
 - 4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;
 - 4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and
 - 4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.
- 5 NCC Group's Duties
 - 5.1 NCC Group shall:
 - 5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material in a safe and secure environment;
 - 5.1.2 notify Licensor and the relevant Licensee of the acceptance of any Registration Agreement; and
 - 5.1.3 inform Licensor and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report generated from the testing processes carried out under Clause 11.
 - 5.2 In the event of failure by Licensor to deposit any Escrow Material with NCC Group, NCC Group shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Licensee of Licensor's failure to deposit any Escrow Material.
 - 5.3 NCC Group may appoint agents, contractors or sub-contractors as it deems fit to carry out the integrity testing process. NCC Group shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.
 - 5.4 NCC Group has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.
- 6 Payment
 - 6.1 The parties shall pay NCC Group's fees and charges as published from time to time or as otherwise agreed, in the proportions set out in the Letter of Intent between the parties. NCC Group's fees as published are exclusive of any applicable sales tax.
 - 6.2 If NCC Group is required to perform any additional or extraordinary services as a result of being an

escrow agent including intervention in any litigation or proceeding other than a proceeding premised in whole or in part upon a breach by NCC Group of this agreement or other legal obligations to either or both Licensor or Licensee, NCC Group shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

- 6.3 NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties. In no case shall the percentage fee increase be greater than five percent (5%) in any one year period.
- 6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.
- 6.6 NCC Group shall have no obligations under this Agreement until the initial invoice has been paid in full.

7 Release Procedures

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by NCC Group of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, NCC Group will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed at clause 7 of the Registration Agreement ("Release Event(s)") occur.
- 7.2 Licensee must notify NCC Group of the occurrence of a Release Event specified in the Registration Agreement by delivering to NCC Group a notice in writing ("Notice") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as NCC Group shall reasonably require.
- 7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
 - 7.3.1 NCC Group shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
 - 7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by NCC Group, NCC Group receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof, NCC Group will release the Escrow Material to Licensee for its use for the Release Purposes.
- 7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, NCC Group shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 7.5 Within 90 days of dispatch of the counter-notice by NCC Group, Licensee may give notice to NCC Group that they wish to invoke the dispute resolution procedure under Clause 8.

- 7.6 If, within 90 days of dispatch of the counter-notice by NCC Group to Licensee, NCC Group has not been informed by Licensee that they wish the dispute resolution procedure under Clause 8 to apply, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes

- 8.1 Upon receipt of Licensee's notice requesting dispute resolution pursuant to Clause 7.5 above, NCC Group shall notify Licensor of the Licensee's request for dispute resolution. Licensor and Licensee shall submit their dispute to expedited binding arbitration in Santa Clara County, California under Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed by the said rules. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor, Licensee and NCC Group. The parties shall use their best efforts to commence the arbitration proceedings within 14 days following delivery of the counter-notice. The sole question to be determined by the arbitrator shall be whether or not there existed a Release Event at the time Licensee delivered the Notice to NCC Group.
- 8.2 If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to NCC Group, NCC Group is hereby authorized to release and deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then NCC Group shall not release the Escrow Material and shall continue to hold it in accordance with the terms of this Agreement.
- 8.3 The parties hereby agree that the costs and expenses of the arbitrator, the reasonable attorneys' fees and costs incurred by the prevailing party in the arbitration and any costs incurred by NCC Group in the arbitration shall be paid by the non-prevailing party.

9 Confidentiality

- 9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 9.2 In the event that NCC Group releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 9.3 Subject to Clause 9.4, NCC Group agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. NCC Group further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 NCC Group may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that NCC Group has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. NCC Group is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where NCC Group obeys or complies with any such order, judgment or decree, NCC Group shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 9.5 Any request by a Licensee under clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

- 10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to NCC Group. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.

- 10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in NCC Group. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.

11 Integrity Testing and Full Verification

- 11.1 NCC Group shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by NCC Group under this Agreement.
- 11.2 As soon as practicable after the Escrow Material has been deposited with NCC Group, NCC Group shall apply its Integrity Testing processes to the Escrow Material.
- 11.3 Should the Escrow Material deposited fail to satisfy NCC Group's Integrity Testing under Clause 11.2, Licensor shall, within 14 days of the receipt of the notice of test failure from NCC Group, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, NCC Group will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

12 NCC Group's Liability

- 12.1 Nothing in this Clause 12 excludes or limits the liability of NCC Group for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, NCC Group shall not be liable for:
- 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors, and in such event, NCC Group's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$100,000 (one hundred thousand US dollars); and
- 12.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 12.3 NCC Group shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 12.4 NCC Group shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 NCC Group shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

13 Indemnity

Licensor agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of or relating to this Agreement, provided that Licensor shall not be liable for that portion of any such indemnification amount resulting from NCC Group's negligence or intentional misconduct.

14 Term and Termination

- 14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, NCC Group reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, NCC Group will give Licensee(s) a period of

30 days to pay Licensor's Invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, NCC Group shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, NCC Group shall provide appropriate documentation to assist in such recovery.

- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination NCC Group will make the Escrow Material available for collection by Licensor or its agents from the premises of NCC Group during office hours. After such 30 day period NCC Group has the authority to destroy the Escrow Material.
- 14.4 If required fees are not paid by Licensor and/or Licensee as provided herein, NCC Group may resign as Escrow Agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60)-days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If NCC Group is notified of the new custodian within the notice period, NCC Group will forthwith deliver the Escrow Material to the new custodian. If NCC Group is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, NCC Group will return the Escrow Material to Licensor.
- 14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to NCC Group.
- 14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee shall give notice to NCC Group within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licensor shall be entitled to give written notice to NCC Group to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licensor, NCC Group shall notify Licensee of Licensor's notice to terminate. Unless within 30 days of NCC Group giving such notice to Licensee, NCC Group receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all registered Licensees under a Deposit Account Agreement under this Clause, NCC Group shall return the Escrow Material to Licensor.
- 14.7 Subject to Clause 14.6, Licensor may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.
- 14.8 Subject to Clause 14.6, Licensor may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees.
- 14.9 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall, upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request NCC Group to either transfer the Escrow Material to the new agreement or ask Licensor under the new agreement to deposit new material. If new material is deposited, upon its receipt, NCC Group shall, unless otherwise instructed, destroy the Escrow Material.

- 14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licensor, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by NCC Group pending registration of other Licensees.
- 14.13 The provisions of Clauses 1, 4.2, 6, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 shall continue in full force after termination of this Agreement.
- 14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licensor and/or Licensee(s) (as appropriate) shall remain liable to NCC Group for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

15 General

- 15.1 Licensor and Licensee(s) shall notify NCC Group and each other in a timely manner, but in any case no more than sixty (60) days of any of the following:
 - 15.1.1 a change of its name, principal office, contact address or other contact details; and
 - 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.
- 15.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts in Santa Clara County, California and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement, the relevant Deposit Account Agreement together with, in respect of each Licensee, their Registration Agreement represents the whole agreement relating to the escrow arrangements between NCC Group, Licensor and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.
- 15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:
 - (i) If delivered by hand or courier, at the time of delivery;
 - (ii) If sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
 - (iii) If sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.
- 15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 15.6 NCC Group shall be entitled to transfer or assign this Agreement with written consent from Licensor and all Licensees.
- 15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.

- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 15.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of ACCELA, INC.

Name: COLIN M. SAMMERS

Position: ASST. CORP. SECRETARY

(Authorized Signatory)

Signed for and on behalf of NCC GROUP, INC.

Name: Joanne Louis

Position: Operations Manager

(Authorized Signatory)

Schedule 1 (Deposit Form)

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	

**DEPOSITOR DETAILS**

Company Name:	Accela, Inc.	Technical Contact:	Collin Samuels
Address:	2633 Camino Ramon Suite 120 Bishop Ranch 3 San Ramon CA 94583	Signature:	
Telephone No:	925.659.3297	Position:	Assistant General Counsel
		Email Address:	csamuels@accela.com

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media Items	Name of Software	Version/Release
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. \docs\build):			
Approximate size of the data on the media in megabytes?			

The following information **MUST** be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1	Initial Deposit (First Deposit) – Is this a complete deposit? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, please indicate when the rest of the deposit will be sent: _____
SECTION 2	Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, would you like the past deposit(s) to be: <input type="checkbox"/> RETAINED <input type="checkbox"/> RETURNED <input type="checkbox"/> DESTROYED *For returns and destroys, please specify which deposit(s) This applies to by reference to the month and year of delivery to NCC Group (Tick 'ALL' if all previous deposits): <input type="checkbox"/> All <input type="checkbox"/> SPECIFIC DEPOSIT(S): _____

Signature: [Signature]	Date material received by: NCC Group
---------------------------	---

Appendix 1

Template Deposit Account Agreement

Agreement dated:

Between:

- (1) Accela, Inc. whose principal office is at 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 ("**Licensor**"); and
- (2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("**NCC Group**").

Agreement:

In consideration of the mutual obligations and undertakings contained in the multi licensee deposit account software escrow agreement number 43316 dated May 22, 2009 ("**Agreement**") between the Licensor and NCC Group, the parties to this agreement agree as follows:

- 1 This agreement is a Deposit Account Agreement (as defined in the Agreement).
- 2 This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
- 3 This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described in Schedule 1 below.
- 4 NCC Group's fees are payable as set out in the Letter of intent between the parties.

Schedule 1

<u>Products</u>	<u>Deposit Box #</u>
Accela Automation	43317
Accela Wireless	43318
Accela Citizen Access	43319
Accela IVR	43320
Accela GIS	43321
Accela Permits Plus	43988

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	43317
Product Name:	Accela Automation
Date:	2/5/13



DEPOSITOR DETAILS

Company Name:	Accela, Inc.	Technical Contact:	Diane Jankiewicz
Address:	2633 Camino Ramon, Suite 120, San Ramon, CA 94583	Signature:	<i>Diane Jankiewicz</i>
		Telephone No:	925-659-3296
		Position:	
		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Disk	1	Accela Automation	7.1
Documents: Hardcopy (please supply details)		N/A	
Documents: Softcopy (please give location on media, e.g. \docs\build)		\AA	
What Hardware was used to create the media deposit?		Dell Laptop	
What Operating System was used?		Windows XP SP3	
What Backup Command/Software was used?		Windows CD Writer	
What Software Compression has been used?		Windows Compression Utility	
What Encryption/Password Protection has been used?		None	
In what Development Language is the source code written?		Visual Basic	
Approximate size of the data on the media in megabytes?		811	
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information **MUST** be provided for NCC Group to accept the deposit of source code:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1

Initial Deposit (First Deposit) – Is this a complete deposit?

☐ YES ☐ NO If NO, please indicate when the rest of the deposit will be sent _____

SECTION 2

Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits?

☐ YES ☒ NO

If YES, would you like the old code to be:

☐ RETAINED ☐ RETURNED ☐ DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of dispatch to NCC Group

(Tick 'ALL' if all previous deposits): ☐ ALL ☐ SPECIFIC DEPOSIT(S):

Date material received by NCC Group:

Signature of recipient:

If you have any questions please contact (408) 441-4660

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	43319
Product Name:	Accela Citizen Access
Date:	2/5/13



DEPOSITOR DETAILS

Company Name:	Accela, Inc.	Technical Contact:	Diane Jankiewicz
Address:	2633 Camino Ramon, Suite 120, San Ramon, CA 94583	Signature:	<i>Diane Jankiewicz</i>
		Telephone No:	925.659.3296
		Position:	
		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Disk	1	Accela Automation	7.1
Documents: Hardcopy (please supply details)		N/A	
Documents: Softcopy (please give location on media, e.g. \docs\build)		\AA	
What Hardware was used to create the media deposit?		Dell Laptop	
What Operating System was used?		Windows XP SP3	
What Backup Command/Software was used?		Windows CD Writer	
What Software Compression has been used?		Windows Compression Utility	
What Encryption/Password Protection has been used?		None	
In what Development Language is the source code written?		Visual Basic	
Approximate size of the data on the media in megabytes?		28	
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information **MUST** be provided for NCC Group to accept the deposit of source code:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1

Initial Deposit (First Deposit) – Is this a complete deposit?

☐ YES ☐ NO if NO, please indicate when the rest of the deposit will be sent _____

SECTION 2

Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits?

☐ YES ☒ NO

If YES, would you like the old code to be:

☐ RETAINED ☐ RETURNED ☐ DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of dispatch to NCC Group

(Tick 'ALL' if all previous deposits): ☐ ALL ☐ SPECIFIC DEPOSIT(S):

Date material received by NCC Group

Signature of recipient

If you have any questions please contact (408) 441-4660

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	46254
Product Name:	Accela Mobile Office
Date:	7/9/13



DEPOSITOR DETAILS

Company Name:	Accela, Inc.	Technical Contact:	Diane Jankiewicz
Address:	2633 Camino Ramon, Suite 120, San Ramon, CA 94583	Signature:	<i>Diane Jankiewicz</i>
		Telephone No:	7/9/13 925-659-3296
		Position:	
		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Disk	1	Accela Automation	7.1
Documents: Hardcopy (please supply details)		N/A	
Documents: Softcopy (please give location on media, e.g. \docs\build)		\AA	
What Hardware was used to create the media deposit?		Dell Laptop	
What Operating System was used?		Windows XP SP3	
What Backup Command/Software was used?		Windows CD Writer	
What Software Compression has been used?		Windows Compression Utility	
What Encryption/Password Protection has been used?		None	
In what Development Language is the source code written?		Visual Basic	
Approximate size of the data on the media in megabytes?		195	
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information **MUST** be provided for NCC Group to accept the deposit of source code:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1

Initial Deposit (First Deposit) – Is this a complete deposit?

☐ YES ☐ NO If NO, please indicate when the rest of the deposit will be sent _____

SECTION 2

Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits?

☐ YES ☒ NO

If YES, would you like the old code to be:

☐ RETAINED ☐ RETURNED ☐ DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of dispatch to NCC Group

(Tick 'ALL' if all previous deposits): ☐ ALL ☐ SPECIFIC DEPOSIT(S):

Date material received by NCC Group: _____ Signature of recipient: _____

If you have any questions please contact (408) 441-4660

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	43321
Product Name:	Accela GIS
Date:	2/5/13



DEPOSITOR DETAILS

Company Name:	Accela, Inc.	Technical Contact:	Diane Jankiewicz
Address:	2633 Camino Ramon, Suite 120, San Ramon, CA 94583	Signature:	<i>Diane Jankiewicz</i>
		Telephone No:	925.639.3296
		Position:	
		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media Items	Name of Software	Version/Release
Disk	1	Accela Automation	7.1
Documents:		N/A	
Hardcopy (please supply details)			
Documents:		\AA	
Softcopy (please give location on media, e.g. \docs\build)			
What Hardware was used to create the media deposit?		Dell Laptop	
What Operating System was used?		Windows XP SP3	
What Backup Command/Software was used?		Windows CD Writer	
What Software Compression has been used?		Windows Compression Utility	
What Encryption/Password Protection has been used?		None	
In what Development Language is the source code written?		Visual Basic	
Approximate size of the data on the media in megabytes?		31	
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information **MUST** be provided for NCC Group to accept the deposit of source code:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1

Initial Deposit (First Deposit) – Is this a complete deposit?

☐ YES ☐ NO If NO, please indicate when the rest of the deposit will be sent _____

SECTION 2

Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits?

☐ YES ☒ NO

If YES, would you like the old code to be:

☐ RETAINED ☐ RETURNED ☐ DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of dispatch to NCC Group

(Tick 'ALL' if all previous deposits): ☐ All ☐ SPECIFIC DEPOSIT(S):

Date material received by NCC Group:

Signature of recipient:

If you have any questions please contact (408) 441-4660

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO NCC GROUP BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Accela, Inc. whose principal office is at 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 ("**Licensor**");
- (2) NCC Group Escrow Associates, LLC a corporation organized and existing under the laws of Virginia with its principal office at 123 Mission Street, Suite 1020, San Francisco, California 94105, USA ("**NCC Group**"); and
- (3) Licensee's Name: City of Santa Rosa, California

whose principal office is at 90 Santa Rosa Avenue, City Hall Annex, 2nd Floor, Santa Rosa, California 95404 ("**Licensee**");

Agreement:

1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 43316 dated May 22, 2009 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) 43317 (Accela Automation Land Management), 43319 (Accela Citizen Access), 46254 (Accela Mobile Office), and 43321 (Accela GIS) dated May 22, 2009, both between Licensor and NCC Group.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, NCC Group and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate NCC Group for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE*	LICENSOR	LICENSEE
1	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$750.00	Nil	100%
2	Release Fee (plus NCC Group's reasonable expenses)	\$515.00	Nil	100%
3	Termination Fee	\$75.00	Nil	100%

* NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

5. This Registration Agreement shall take effect when NCC Group has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming in writing to Licensee within ten (10) business days, if requested to do so by Licensee, that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or

Licensor takes any corporate action authorizing any of the foregoing; or


any similar or analogous proceedings or event to those in Clauses 7.1.1 to 7.1.3 above occurs in respect of

- Licenser within any jurisdiction outside the USA; or
(vi) Licenser ceases to carry on its business or the part of its business which relates to the Software.

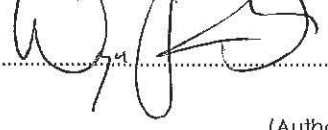
Signed for and on behalf of CITY OF SANTA ROSA

Name: |
Position: | (Authorized Signatory)
Date: |

Signed for and on behalf of ACCELA, INC.

Name: Colin M. Samuels | 
Position: Asst. Corp. Secretary | (Authorized Signatory)
Date: July 9, 2013 |

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name: Wayne Phillips | 
Position: Sales Manager | (Authorized Signatory)
Date: 7/11/13 |

APPROVED AS TO FORM
CITY ATTORNEY.
By Angela Castagna, AEA